

BUYER - BROKER AGREEMENT

Buyer (Name & Address) : \_\_\_\_\_
Buyer (Name & Address) : \_\_\_\_\_
Buyer's Designated Agent: \_Members of Livtopia Inbound Sales Team\_\_\_\_\_
Broker: Livtopia.com and MexRetire LLC, 7 Richard Street, Medford, MA 02155



In consideration of Broker's agreement to appoint a Sales Associate affiliated with Broker to act as the Buyer's Designated Agent (for the purpose of identifying and negotiating the acquisition of International real estate), Buyer hereby grants to Buyer's Designated Agent the exclusive right to represent Buyer in such acquisition. The terms "acquire or "acquisition" shall include the purchase (title transfer or Articles of Agreement for Deed), lease, rent, exchange or option of residential real estate by Buyer or anyone acting on Buyer's behalf.

1. GEOGRAPHIC AREA: This EXCLUSIVE RIGHT TO REPRESENT BUYER shall only be effective for the following areas: \_\_\_\_\_,

In the event Buyer desires to view international real estate outside of the above geographical area, Buyer grants Buyer's Designated Agent the exclusive right to refer Buyer to a Broker or Sales Associate as Buyer's Designated Agent in the area Buyer wishes to purchase. Buyer understands and agrees that no other Sales Associates affiliated with Broker (except as provided for herein) will be acting as Legal Agents of the buyer and as a result will have no fiduciary relationship with Buyer.

2. TERM: Term shall commence from 12:01 a.m. Month\_\_\_\_, Day\_\_\_\_, Year\_\_\_\_, and will last for a period of 12 months.

3. COMPENSATION: Buyer understands that \_\_\_\_NO\_\_ (\$0) compensation is due to broker or any of brokers agents. Buyer understands and acknowledges that Buyer's Designated Agent is authorized to negotiate for compensation to be paid by the seller, or through a Listing Broker offering cooperation and compensation. The payment of such compensation by the Seller shall not be deemed to create an agency relationship between Buyer's Designated Agent and the Seller.

Should buyer, or anyone acting on Buyer's behalf, acquire a property from any party that is not the Broker, while this agreement is in full force and effect, Buyer shall pay Buyer's Designated Agent and Broker, upon such occurrence, not as a penalty, but as liquidated damages, a sum equal to 10% of the value of the property acquired. Such payment to take place at closing. A 10% interest would start to accrue from such a date until payment is received in full by broker. Both parties agree this is a fair and reasonable approximation of the damages Buyer's Designated Agent and Broker may suffer from such breach. This liquidated damage applies even if this transaction is consummated after this agreement ends, IF it was initiated during the term of this agreement.

4. DESIGNATED AGENT: The buyer allows a Broker to enter into an agreement with a Buyer that specifically designates one or more of the Sales Associates affiliated with the Broker as Buyer's Legal Agent (Buyer's "Designated Agent"). This

appointment of one or more Sales Associates as Buyer's Designated Agent is to the exclusion of the Broker and all other Sales Associates affiliated with Broker. What this means to Buyer is that:

a. Multiple Designated Agents affiliated with Broker may be representing both Sellers and Buyers in connection with the sale or purchase of property.

b. The statutory duties owed by an agent to his/her principal will only be owed to Buyer by the Sales Agent(s) who is (are) designated as Buyer's Designated Agent(s). Other Sales Associates affiliated with Broker will not be the legal agents of the Buyer or have any statutory relationship with the Buyer.

c. Buyer's Designated Legal Agent(s) will owe Buyer statutory duties which, among other things, includes the obligation not to reveal confidential information obtained from Buyer to other Sales Associates affiliated with Broker who are not acting as Buyer's Designated Agent. Broker hereby designates the above named Sales Associate identified as Buyer's Designated Agent to so act and the Broker and all other Sales Associates affiliated with Broker will be free to enter into agreements with prospective Buyers as Legal Agents of those Buyers. Buyer also understands and accepts that neither Broker nor other Sales Associates affiliated with Broker will be acting as Buyer's Designated Agent and as such, the legal agent of Buyer.

5. NONDISCRIMINATION: BROKER AND ITS AGENTS OR EMPLOYEES SHALL NOT ACT IN ANY WAY TO INDUCE THE BUYER(S) TO ACQUIRE ANY PARTICULAR PROPERTY BASED UPON RACE, SEX, COLOR, RELIGION, NATIONAL ORIGIN, DISABILITY, FAMILIAL STATUS, OR ANY OTHER CRITERIA PROHIBITED BY FEDERAL, STATE OR LOCAL FAIR HOUSING LAWS. THE PARTIES AGREE THAT THEY WILL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

Initial

6. DISCLOSURE OF BUYER'S IDENTITY. (Check One)

\_\_\_ Broker and Buyer's Designated Agent have Buyer's permission to disclose Buyer's identity to third parties.

\_\_\_ Broker and Buyer's Designated Agent do not have Buyer's permission to disclose Buyer's identity without prior written consent of Buyer.

7. BUYER'S DESIGNATED AGENT DUTIES:

a. To use Buyer's Designated Agent's best efforts to identify residential properties available for acquisition that meet the Buyer's specifications relating to location, price, features, and amenities.

b. To arrange, to the extent able, for inspections of properties identified by Buyer as potentially appropriate for acquisition.

c. To use Buyer's Designated Agent's professional skill to negotiate a Contract acceptable to Buyer for the acquisition of property.

d. To safeguard and protect any confidential or proprietary information that Buyer discloses to Buyer's Designated Agent.

e. To disclose to Buyer any information known to Buyer's Designated Agent that would materially affect Buyer's decision to acquire the property.

f. To assist the Buyer, once a Sale Contract is signed, in securing financing or other commitments or services as may be necessary to close the transaction.

g. Neither Broker nor Buyer's Designated Agent is responsible for the accuracy of room dimensions, lot size, square feet, variances, zoning, or use restrictions which may or may not be reflected in the Multiple Listing Service or other sources.

h. BUYER'S DESIGNATED AGENT IS NOT OBLIGATED TO SHOW PROPERTIES THAT ARE FOR SALE BUT NOT IN THE MULTIPLE LISTING SERVICE IN WHICH BROKER OR BUYER'S DESIGNATED AGENT PARTICIPATE, UNLESS REQUESTED TO DO SO BY BUYER IN WRITING, AND SAID PROPERTY IS AVAILABLE FOR SHOWING BY BUYER'S DESIGNATED AGENT.

8. BUYER'S DUTIES:

a. To work EXCLUSIVELY with Buyer's Designated Agent to identify and acquire real estate during the time that this Agreement is in force.

b. To comply with reasonable requests of Buyer's Designated Agent to supply relevant financial information that may be necessary to permit Buyer's Designated Agent to fulfill Agent's obligations under this Agreement.

c. To be available upon reasonable notice and at reasonable hours to inspect properties that are potentially appropriate for acquisition by Buyer.

d. To identify to Buyer's Designated Agent those specific properties not in the MLS that Buyer would want to inspect.

e. To otherwise cooperate with Buyer's Designated Agent in Buyer's Designated Agent's efforts to fulfill its obligation under this Agreement.

f. To pay Broker of Buyer's Designated Agent according to the terms set forth in Section 3 and to give any consent that may be necessary to permit Broker to receive payment from the Seller or the Seller's Agent pursuant to Section 3.

9. OTHER POTENTIAL BUYERS: Buyer understands that other potential buyers may consider, make offers on, or purchase through Buyer's Designated Agent the same or similar properties as Buyer is seeking to acquire. Buyer consents to Buyer's Designated Agent's representation of such other potential buyers before, during or after the expiration of this Agreement.

10. DISCLAIMER: Buyer acknowledges that Broker and Buyer's Designated Agent are being retained solely as a real estate professional, and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor, or other professional service provider. Buyer understands that such other professional service providers are available to render advice or services to the Buyer, if desired, at Buyer's expense.

11. INDEMNIFICATION OF BROKER: Buyer hereby indemnifies and holds Broker and Designated Agent harmless from any and all claims, disputes, litigation, judgments, costs and legal fees arising from misrepresentations by Buyer or other incorrect information supplied by Buyer.

12. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the AAA, under US law, judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13. REAL ESTATE SETTLEMENT PROCEDURES ACT COMPLIANCE: Buyer shall comply with the Real Estate Settlement Procedures Act of 1974, as amended, if applicable, and furnish all information required for compliance therewith.

14. AGENCY DISCLOSURE:

The above named Broker and Designated Agent (both referred to as "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of your property or properties they may

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show you. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following: Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon licensee's advice and the client's respective interests may be adverse to each other. Licensee (Buyer's Designated Agent) will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that licensee has explained the implications of dual representation, including risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

**WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so that BOTH clients may make educated decisions on what price to accept or offer.

**WHAT A LICENSEE CANNOT DISCLOSE TO CLIENT WHEN ACTING AS A DUAL AGENT:**

1. Confidential information that Licensee may know about the clients, without the client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to accept this section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By checking "Yes", initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as a Dual Agent (that is to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

\_\_\_\_\_ Yes \_\_\_\_\_ No (Check One)  
 \_\_\_\_\_ (Initial Here)

15. AMENDMENTS: No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.

16. GENDER: Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and the neuter.

17. BINDING NATURE OF AGREEMENT: This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

**BROKER**

\_\_\_\_\_  
*(signature)*  
 Vanessa Falcon

Authorized Representative  
 Vanessa Falcon, CIPS  
 VP Sales, Livtopia, USA  
 TRC, Transnational Referral Consultant  
 President FIABCI Chicago Council  
 Tel: 708-955-1171  
 Fax: 708-434-0492

Date:

**INDEPENDENT CONSULTANT**

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
 Taxpayer Identification No.:  
 (Social Security Number)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date:

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1. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association (AAA), under US law, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
2. Buyer shall comply with the Real Estate Settlement Procedures Act of 1974, as amended, if applicable, and furnish all information required for compliance therewith.
3. Buyer hereby indemnifies and holds Buyer's Broker and the agents of Buyer's Broker harmless from any and all claims, disputes, litigation, judgments, costs and legal fees arising from misrepresentations by Buyer or other incorrect information supplied by Buyer.
4. The parties agree not to discriminate against any prospective seller because of the race, color, religion, national origin, sex, ancestry, age, marital status, familial status, unfavorable military discharge or handicap of such person.
5. No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.
6. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and the neuter.
7. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.