

**Broker Representation of Buyer  
Exclusive Retainer Agreement**  
Terms and Conditions for Cash Back Rebate Program

The undersigned agrees as follows:

1. BUYER NAME1: \_\_\_\_\_
2. BUYER NAME2: \_\_\_\_\_
3. BROKER: The Buyer-Broker (“Broker”) is MLSNOW REALTY, LLC.
4. TERM: This Agreement shall commence on the date of execution of this Agreement and, unless otherwise specified in writing, shall expire in 180 days after the date of commencement. This term may be extended for an additional ninety (90) days upon payment of the renewal fee by the Buyer.
5. Definitions. As used in this Agreement, “acquisition of real property” shall include any real property for sale, option, exchange, or lease of property, or an agreement to do so. The term Seller shall include owner of property, lessor, optioner and exchanger. The term Buyer shall include purchaser of property, lessee, optionee and exchangee.
6. BROKER FEE: Buyer agrees to pay the Broker fee in accordance with the Broker’s published rates for the services ordered herein. If paying by Credit Card, Buyer hereby authorizes the Broker to charge his/her credit card on-file for services purchased herein and any future successive purchases. Buyer understands that payment is due upon inception of this Agreement and additional charges may apply in accordance with this Agreement.
7. Broker Responsibilities: In consideration of thereof,
  - a) Broker is hereby granted the right to exclusively represent the Buyer in the acquisition of a real property, which shall include cooperatives and lease property.
  - b) Broker will establish a limited buyer agency relationship with Buyer. Broker’s sole responsibility shall be to assist the Buyer through the process of acquiring a property for resale in the Multiple Listing Service (MLS) and new homes listed by Builders. At the request of the Buyer, Broker shall disseminate pertinent information to the Buyer about the property for sale or resale in the MLS, per criteria furnished by the Buyer; Broker shall make appointments on behalf of the Buyer to view the property; Broker shall assist in negotiating terms and conditions of the sale with the opposing Listing Agent, Owner, or Builder on behalf of the Buyer. Broker shall prepare and present standard sales contract on behalf of the Buyer.
  - c) Unless the Buyer has purchased additional services thereof, Broker has no obligation to be present during showing or viewing of a property for sale, to prepare contracts, or disclosure forms on behalf of the Buyer, act as an Escrow agent, nor to the coordinate closings. No other relationship expressed or implied shall be construed greater than that established by this Agreement. These additional services may be purchased by the Buyer from the Broker’s website under the Rent-An-Agent section.
  - d) Broker is under no obligation to procure a property for sale for the Buyer.
  - e) Buyer must comply with and assist Broker in compliance with all the rules and regulations relating to the purchase of a real property for sale in the State where the Broker is licensed to do business.

8. Buyer Responsibilities

In order to qualify for the Cash Back Rebate Program, Buyer must meet the following terms and conditions:

- a) To work exclusively work with the Broker during the term of this Agreement; and
- b) To coordinate the purchase of the property for sale through the Broker; and
- c) Buyer shall consult with the Broker before visiting any resale or new home or contacting any other agents representing Seller to avoid the possibility of confusion over the agency relationship and misunderstanding about Buyer representation; and
- d) Buyer's total rebate amount shall equal to the base sale commission earned and received by the Broker from the Seller for said Property; and
- e) To use the Broker's designated partner's company for lending, appraisal, inspection, title, and settlement. However, if the Buyer elects to use a different lending, title, and settlement company, then the Buyer's Rebate shall be reduced by \$500; and
- f) The total Rebate amount must be disclosed to appropriate parties; and
- g) The Rebate may take the form of credit to the Buyer at settlement from the Broker and its partner companies; or cash back after settlement in form a check payable to the Buyer within 15 business days of the Settlement date; or a final reduction in the purchase price of said property; depending on individual circumstances of the transaction as determined by the Broker; and

9. TAXES

- a) Buyer shall assume all federal, state, and local tax liabilities associated with his Cash Back Rebate. Buyer agrees to furnish, upon request, W-9 forms to the Broker.

10. LIMITATION ON BROKER LIABILITY

- a) In no event shall the Broker be liable to the Buyer for lost profits, special, incidental or consequential damages (even if Broker has been advised of the possibility of such damages). Broker 's total liability under this Agreement for damages, costs, attorney fees, court costs, and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Broker by Buyer under this Agreement.

11. Dual representation occurs when a buyer and seller in one transaction are represented by the same Broker and the same Sales Associate. The Buyer hereby consents to dual representation by the Broker through the same Sales Associate.

12. Designated representation occurs when a Buyer and seller in one transaction are represented by different Sales Associates affiliated with the same Broker. Each of these Sales Associates, known as a Designated Representative, represent fully the interests of a different client in the same transaction. The Buyer hereby consents to designated representation by the Broker.

13. DISPUTES/ARBITRATION

- a) In the event of a dispute between the Broker and the Buyer arising out of this agreement or either parties' duties or obligations hereunder, the parties agree to submit the dispute to arbitration according to the rules of the American Arbitration Association and consent to have jurisdiction by it over the matter by an Arbitrator located in Fairfax County, Virginia. In the event an award is entered against Brokers, it is hereby agreed that the Broker shall only be liable for damages up to the total fee paid by the Buyer. The prevailing party shall also be entitled to recover costs including reasonable attorney fees, court costs, and collection fees.
- b) In the event, the Broker is taken to arbitration by any licensed real estate broker claiming a commission as the procuring broker for the Buyer's property in accordance with this

Agreement, Buyer shall pay the Broker the amount of any settlement plus all out-of-pocket costs and reasonable attorneys' fees, collections costs, within 5 business days.

- c) In the event, the Buyer has agreed to be referred by a third party, Buyer agrees to pay any referral fees assessed to the Broker at settlement.
- d) In the event of a dispute, Buyer agrees not to make to any disparaging remarks whatsoever about the Broker or its principals to a 3<sup>rd</sup> party.

14. CANCELLATION AND REFUNDS:

- a) Buyer hereby agrees that the fees charged by the Broker are non-refundable. All Sales Final.

15. MONEY BACK GUARANTEE: Let us refer you to another Broker!

- a) If the Buyer desires to cancel this Agreement in order to enlist the services of a “**full service real estate broker**”, and the Buyer allows the Broker to refer a full service broker to the Buyer and upon purchase and close of said property and receipt of a referral commissions by Broker from the referred broker, mlsNOW shall refund to the Buyer the flat fee paid herein.

16. ENTIRE AGREEMENT

Unless amended in writing, this Agreement contains the final and entire Agreement between the parties hereto regarding the subject matter hereof Buyer acknowledges that he/she have read this Agreement, including the standard provisions referenced hereto and agrees thereby. Buyer and Broker shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Agreement shall be construed in accordance with the state in which the Property is located. Receipt of a signed copy of this Agreement is hereby acknowledged.

WE, THE UNDERSIGNED HAVE READ AND AGREE TO THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING ANY STANDARD PROVISIONS ATTACHED HERETO. BUYER WARRANTS THAT HE/SHE HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT AND BIND ALL PARTIES WHO MAY HAVE INTEREST IN THIS PROPERTY. BUYER WARRANTS THAT ANY PRIOR AGREEMENT HAVE BEEN CANCELLED, TERMINATED OR EXPIRED AND NO OTHER AGREEMENT SHALL BE ENTERED INTO DURING THE ENTIRE TERM OF THIS AGREEMENT. BUYER AGREES TO INDEMNIFY AND HOLD THE BROKER HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, LOSS, CAUSES OF ACTION, OR OTHER CLAIMS (INCLUDING ATTORNEY'S FEES AND COSTS) ARISING FROM THE LISTING OR SALE OF THE PROPERTY. WHERE APPLICABLE UNDER STATE LAW, THE BROKER REPRESENTS THE BUYER ONLY AS AN INDEPENDENT CONTRACTOR AND NOT AS A STANDARD AGENT. THE BROKER'S DUTIES AND OBLIGATIONS TO THE SELLER ARE ONLY THOSE AS OUTLINED IN THIS AGREEMENT.

APPROVAL

IN WITNESS WHEREOF, the parties have executed this Agreement on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Buyer or Authorized Agent's Signature

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

SSN #: \_\_\_\_\_

**PLEASE PRINT AND FAX THIS AGREEMENT TO MLSNOW REALTY, LLC  
(703) 425-6885 (fax)**