

**EXCLUSIVE RIGHT TO BUY
BUYER AGENCY AGREEMENT**

THIS EXCLUSIVE BUYER AGENCY AGREEMENT ("Agreement") by and between: _____

_____ ("**Buyer**"), and Dunes Real Estate, P.O. Box 21326,
Hilton Head Island, SC 29925; 843-842-1111 (O); 843-842-4788 (Fax); ("**Dunes**").

1. Purpose of Agency / Price or Price Range. Buyer hereby appoints Dunes as Buyer's exclusive agent for the purpose of representing Buyer in finding and buying real property in _____, Beaufort/Jasper County. The price or price range for property of interest to the Buyer is _____.

2. Effect of Exclusive Buyer Agency. By appointing Dunes as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for the property described above in Section 1 through Dunes, and to refer to Dunes all inquiries received in any form from brokers, salespersons, prospective sellers or any other source, during the time this Agreement is in effect.

3. Term. The term of this Agreement shall begin _____, 20____ and shall continue through _____, 20__.

4. Compensation of Dunes. In consideration of the services to be performed by Dunes, Buyer agrees to pay Dunes a brokerage fee of _____ percent (____%) of _____ or \$_____.

a. In the alternative, Dunes and Buyer have agreed that the brokerage fee shall be paid to Dunes totally from the listing broker, as agreed to through the listing broker's offer to cooperate (i.e. MLS, flyers, etc.) (____/**BUYER'S INITIALS HERE**).

b. Dunes's fees will be deemed earned when Buyer is under contract to purchase any property presented by Dunes or found by the Buyers themselves. The term "purchase" in such a contract shall include any purchase, option, exchange, lease or trade entered into. This fee will be due and payable at closing or upon Buyer's default. If Buyer defaults, the total compensation that would have been due to Dunes will be due and payable immediately in cash from the Buyer.

c. In addition, such brokerage fee described in this Section 4 shall be earned, due and payable to Dunes by the Buyer if property of the nature contemplated herein is purchased by the Buyer within ninety (90) days after the termination of this Agreement or any extensions thereof, if such property was introduced to the Buyer during the term of this Agreement by Dunes or any third party.

5. Other Potential Buyers. Buyer understands that other prospective purchasers may be represented by Dunes and that such other prospective purchasers may seek property, submit offers and contract to purchase property through Dunes, including the same or similar property as Buyer seeks to purchase. Buyer acknowledges, understands and consents to such representation of other prospective purchasers by Dunes through its agents.

6. Description of Services. Dunes shall:

a. Use professional knowledge and skills to locate real properties which may be available for purchase through the Multiple Listing Service ("MLS") or any other source the agent may be aware of.

b. Show real property to the Buyer that meets Buyer's needs.

c. Represent the Buyer throughout the entire transaction in the purchase of real property if requested by Buyer which may include the following:

(i) Provide assistance with financing opportunities.

(ii) Provide information, facts, advantages and disadvantages.

(iii) Negotiate all details of the contract of sale.

(iv) Provide assistance to, and communicate with, attorneys, lenders, etc. in the closing of the property.

7. Possibility of Dual/Designated Agency. Buyer acknowledges that Dunes also enters into contracts with persons ("Seller") who wish to sell property. Such property is commonly known as a "Company Listing". If the Buyer wishes to view a Company Listing, Dunes may, with both Buyer's and Seller's consent, serve as a dual or designated agent, after

Dunes fully discloses the consequences of dual or designated agency status. Since both Seller and Buyer have different interests to protect in the negotiation process, certain differences or conflicts may arise. Accordingly, Dunes will represent both the Buyer and the Seller only with their written consent. If the parties consent to dual or designated agency, the informed consent will be evidenced by a separate dual or designated agency agreement.

If Buyer is asked **(initial two)**:

Permission to act as a dual agent will **not** be considered.

Permission to act as a dual agent may be considered at the time Buyer is provided with information about the other party to a transaction. If Buyer agrees, Buyer will execute a separate Dual Agency Agreement.

Permission to act as a designated agent will not be considered.

Permission to act as a designated agent may be considered at the time Buyer is provided with information about the other party to a transaction. If Buyer agrees, Buyer will execute a separate Designated Agency Agreement.

8. Agency Disclosure. Buyer acknowledges receiving an explanation of the types of agency relationships that are offered by Dunes and an Agency Disclosure Brochure at the first practical opportunity at which substantive contact occurred between Dunes and the Buyer. (____) **BUYER'S INITIALS HERE**

9. Miscellaneous. No assignment of rights obtained for Buyer pursuant to this Agreement shall operate to defeat any of Dunes' rights under this Agreement. Buyer acknowledges that Dunes is being retained solely as a real estate agent and recommends that Buyer seek independent professional advice concerning the condition of the property and legal and tax matters. Buyer shall hold harmless and indemnify Dunes from any liability caused by latent, undisclosed, pre-existing conditions, if any, arising from property purchased by Buyer under this Agreement, including but not limited to, structural and/or mechanical deficiencies which existed up until the time of closing. The parties hereto shall not discriminate in regard to any prospective Seller because of the race, creed, color, sex, marital status, national origin, familial or handicapped status of such person. This Agreement constitutes the entire agreement between the parties relating to the subject thereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. In the event of litigation relating to enforcement of rights under this Agreement, the prevailing party shall be entitled to recover all litigation expenses, including attorney's fees and court costs, from the non-prevailing party.

10. Counterparts; Reliance. This Agreement may be executed in counterparts each of which shall be considered an original. Each party agrees to accept and rely upon facsimile and/or electronically transmitted versions of executed counterparts. Upon execution by the broker in charge or sales manager for Dunes, this Agreement may be electronically transmitted to Buyer.

11. Additional Provisions. _____

IN WITNESS WHEREOF, this Agreement is hereby agreed to and duly executed.

Witness: _____

Buyer: _____

Date _____

Witness: _____

Buyer: _____

Date _____

DUNES REAL ESTATE

By: _____
Broker/Sales Manager

Date