



**COMMERCIAL-INDUSTRIAL CONTRACT FOR EXCLUSIVE RIGHT TO REPRESENT BUYER**

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- 1. Date \_\_\_\_\_
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3. \_\_\_\_\_ ("Buyer") gives  
4. \_\_\_\_\_  
(Real Estate Broker)

5. ("Broker"), the exclusive right to locate and/or to assist in negotiations for the purchase, exchange or option to purchase  
6. ("Purchase") commercial, industrial or investment property at a price and with terms acceptable to Buyer. This Agreement starts on  
7. \_\_\_\_\_, 20\_\_\_\_\_, and ends at 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_\_. This Agreement may be cancelled by  
8. written agreement of the parties.

**9. BROKER'S OBLIGATION** Broker shall:

- 10. 1. Make a reasonable effort to locate property acceptable to Buyer.
- 11. 2. Use professional knowledge and skills to assist in negotiations for the Purchase of property.
- 12. 3. Assist Buyer throughout the transaction.
- 13. 4. Act in Buyer's best interest at all times.
- 14. 5. Comply with all applicable nondiscrimination regulations.

**15. BUYER'S OBLIGATION** Buyer shall:

- 16. 1. Work exclusively with Broker for the Purchase of property.
- 17. 2. Provide Broker with accurate and relevant personal financial information to determine Buyer's ability to Purchase  
18. property.
- 19. 3. Cooperate with Broker in finding a property to Purchase. After a purchase agreement has been accepted by seller,  
20. Buyer is legally obligated to Purchase the property. If Buyer refuses to close the Purchase for any reason other than the  
21. failure of the seller to perform, subject to relevant contingencies, Buyer shall pay Broker all compensation due under this  
22. Agreement.

**23. NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

**25. COMPENSATION** (fill in all blanks):

- 26. Buyer agrees to compensate Broker if Buyer or any other person acting on Buyer's behalf, agrees to Purchase any property  
27. during the term of this Agreement.
- 28. 1. Buyer shall pay Broker a retainer fee of \$\_\_\_\_\_ when Buyer signs this Agreement. Broker shall keep this fee  
29. even if Buyer does not Purchase property. The retainer paid shall apply toward satisfaction of Buyer's obligation to  
30. compensate Broker.
- 31. 2. Buyer shall pay Broker a commission of \_\_\_\_\_ percent (%) of the Purchase price of the property or  
32. \$\_\_\_\_\_, whichever is greater, when Buyer closes the Purchase, if:  
33. A. Buyer Purchases or agrees to Purchase a property before the end of this Agreement, even if Buyer does not use  
34. Broker's services; or  
35. B. Within \_\_\_\_\_ days after the end of this Agreement, Buyer Purchases property which either Broker or Broker's  
36. salesperson has physically shown Buyer or in which Buyer has made an affirmative showing of interest to Broker  
37. or Broker's salesperson before the end of this Agreement, so long as Broker has identified this property on a  
38. written list Broker gives to Buyer within 72 hours after the end of this Agreement.

39. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or assisting seller, if Broker  
40. tells Buyer in writing before Buyer signs an offer to Purchase the property. Any compensation accepted by Broker from seller or  
41. broker representing or assisting seller  **SHALL**  **SHALL NOT** reduce any obligation of Buyer to pay the compensation.  
------(check one)-----

**42. OTHER POTENTIAL BUYERS:**

43. Broker may represent or work with other potential buyers for the same property before, during and after the expiration of this  
44. Agreement. Other potential buyers may consider, make offers or Purchase through Broker the same or similar properties as  
45. Buyer is seeking to acquire.



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**47. PREVIOUS AGENCY RELATIONSHIPS:**

48. Broker may have had a previous agency relationship with a seller of a property Buyer is interested in purchasing. Buyer  
49. acknowledges that Broker is legally required to keep information regarding the ultimate price and terms the seller would accept  
50. and the motivation for selling confidential, if known.

**51. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry  
52. and persons registered with the predatory offender registry under MN Statutes 243.166 may be obtained by contacting  
53. the local law enforcement offices in the community where the property is located, or the Minnesota Department of  
54. Corrections at (651) 361-7200, or from the Department of Corrections Web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

**55. ATTORNEYS' FEES:** If either Buyer or Broker brings an action for enforcement of this Agreement, the prevailing party in such  
56. action shall be entitled to recover all costs and expenses including all reasonable attorneys' fees and court costs.

**57. OTHER PROVISIONS:** \_\_\_\_\_  
58. \_\_\_\_\_  
59. \_\_\_\_\_

60. \_\_\_\_\_ (Broker) \_\_\_\_\_ (Buyer)

61. \_\_\_\_\_ (Federal Tax ID or Social Security Number - optional)

62. By: \_\_\_\_\_ (Agent) \_\_\_\_\_ (Buyer)

63. \_\_\_\_\_ (Federal Tax ID or Social Security Number - optional)

64. \_\_\_\_\_ (Address) \_\_\_\_\_ (Address)

65. \_\_\_\_\_ (Phone) \_\_\_\_\_ (Phone)

66. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER.**  
67. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**