



Texas Ally
real estate group

Buyer Representation Agreement

Buyer/Client(s): _____
Address: _____
City/State/zip: _____
Phone: _____
Email: _____

Broker: Texas Ally Real Estate Group, LLC
2211 S IH35 Ste #208
Austin, TX 78741
512.763.2559
www.texasally.com

Client grants to Broker the sole and exclusive right to act as Client's real estate agent for the purpose of acquiring property. All notices shall be in writing and effective when delivered to the above.

Term: This agreement commences on _____ and ends on _____ at 11:59 p.m.

Obligations: Broker will assist Client in acquiring property; negotiate the acquisition and comply with this agreement.

Client will work exclusively through Broker in acquiring and negotiating property; inform other brokers, agents and sellers with whom client may have contact that broker exclusively represents client and comply with this agreement.

Confidential Information: Broker may not knowingly disclose information obtained in confidence from client except as authorized by client or required by law.

Broker's Fees:

- ☐ Commission: The parties agree that broker will receive a commission calculated at follows: _____ % of the gross sales price or \$ _____ if client agrees to purchase property.
- ☐ Retainer: Client will pay broker a retainer of \$ _____
- ☐ Hourly Fees: Client will pay broker fees at the rate of \$ _____ per hour. Hourly fees are earned when Broker's services are rendered and are payable when billed.

Broker will seek payment of above referenced commission FIRST from the Seller or their agents. If such persons refuse or fail to pay Broker in the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.

Earned & Payable: Broker's commission is earned when: Client enters into a contract to buy property or breaches this agreement. Broker's commission is payable, either during the term of this agreement or after it ends, upon the earlier of: the closing to acquire the property, client's breach of the contract or client's breach of this agreement.

Termination: The parties' agency relationship can be terminated at any time; however, the contractual provisions and obligations will survive and only can be modified or terminated by the mutual consent of both parties.

Indemnification: Client hereby agrees indemnify and hold harmless the Broker and its agents and affiliates from and against any and all claims, actions, damages, liabilities, costs, including without limitation, reasonable legal and accounting fees, arising or resulting from:

- Any misrepresentation or breach of warranty or covenant made by the Buyer under this Agreement.
- Any negligence or willful misconduct of the Buyer.
- The Buyer's failure to comply with any applicable laws and regulations.
- Any disputes or litigation costs arising from the purchase of any property where the Broker has acted under this Agreement.
- Any claims made by third parties in connection with properties shown or transactions initiated under this Agreement.

This indemnification will survive the termination of this Agreement and the completion of the real estate transaction contemplated herein.

Client Signature

Date

Broker's Printed name

Client Signature

Date

By: _____

Broker's/Associate's Signature

Date