

# NATOD MANAGEMENT EXCLUSIVE BUYER AGENCY CONTRACT

Broker: Natod Management LLC (“Broker”)  
Broker’s Address: 2564 N. Squirrel Rd #404, Auburn Hills, Mi 48326  
Client: (“Client”)  
Client’s Address:

1. **PURPOSE** Client has employed the services of Broker as Client’s exclusive agent to assist Client in purchasing real estate
2. Client acknowledges that Broker is not acting as and will not carry out duties of an attorney, tax advisor, surveyor, appraiser, environmental expert, structural or mechanical engineer, or property inspector and Client should contact professionals on these matters. Client is not relying on Broker to determine the suitability of any Desired Property for the Client’s purposes or regarding the environmental or other condition of the Desired Property.
3. **TERM/CANCELLATION** This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Agreement shall expire on \_\_\_\_\_, 20\_\_\_\_. This Agreement may be cancelled only by the mutual consent of the parties in writing.
4. **COMPENSATION OF BROKER** in consideration of the services to be performed by Broker, Client agrees to pay Broker as follows: (check as applicable):
  - (a) \_\_\_\_\_ Retainer Fee. Client will pay Broker a non-refundable Retainer Fee of \$ \_\_\_\_\_, due and payable upon execution of this Agreement. The Retainer Fee shall be applied against any commission paid to Broker.
  - (b) \_\_\_\_\_ Hourly Fee. Client will pay Broker an Hourly Fee of \$ \_\_\_\_\_ for services performed under this Agreement due and payable upon receipt of invoice(s) from Broker. The Hourly Fee shall be applied against any commission paid to Broker.
  - (c) \_\_\_\_\_ Flat Fee. In the event Client contracts to purchase the desired property, Client will pay Broker a Flat Fee equal to \$ \_\_\_\_\_. The Flat Fee is due and payable upon closing. The Flat Fee shall apply to any purchase agreements executed during the term of this Agreement, or during any extension of this Agreement. The Commission will also apply to purchase(s) within \_\_\_\_\_ months after the expiration or the other termination of this Agreement, if the property acquired was presented to Client through the services of Broker. If the seller fails to close with no fault on the part of Client, the Flat Fee shall NOT be waived and shall become immediately due and payable.
  - (d) \_\_\_\_\_ Commission. In the event Client contracts to purchase the Desired Property, Client will pay Broker a Commission equal to \_\_\_\_\_ % of the purchase price. The Commission is due and payable upon execution of said contract, but can be paid at closing with consent of Broker. The Commission shall apply to any purchase agreements executed during the term of this Agreement, or during any extension of this Agreement. The Commission will also apply to purchase agreements executed within \_\_\_\_\_ months after expiration or other termination of this Agreement, if the property acquired was presented to the Client through the services of Broker. If the transaction does not close because of any fault on the part of the Client or the Seller, the Commission shall NOT be waived and shall become immediately due and payable.
5. **CONFIDENTIAL INFORMATION** Broker will preserve any confidential information obtained during any agency relationship and shall not disclose it to Client.
6. **CONFLICT OF INTEREST (PURCHASERS)** Client acknowledges that Broker may present other clients or customers Desires of purchasing property similar to the desired property. Client acknowledges and agrees that Broker may show more than one client or customer the same property, and may prepare offers on the same property for more than one client or customer.
7. **CONFLICT OF INTEREST (SELLERS)** In the event Client elects to make a bona fide offer on real property listed by Broker, Broker shall act as disclosed dual agent of both Client and the owner of the real property listed by Broker pursuant to a written Agreement between Broker, Client and the owner of the listed real property.
8. **NON-DISCRIMINATION** It is agreed by Broker and Client, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height or weight by said parties in respect to the purchase of the desired property is prohibited.
9. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.
10. **RECEIPT** Client has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

BROKER:

CLIENT:

Accepted By:

For:

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_