

EXCLUSIVE RIGHT TO REPRESENT BUYER OR TENANT AUTHORIZATION

Connecticut law prohibits a real estate broker or salesperson from representing or negotiating on behalf of a buyer unless a buyer signs a written agreement to allow the broker or salesperson to act on buyer's behalf.

I. **EXCLUSIVE RIGHT:** You (Buyer(s) or Tenant(s) _____ appoint us, _____ (Broker/ Agent) as your exclusive representative for the purpose of assisting you to locate and purchase, exchange or lease real property acceptable to you.

II. **GEOGRAPHICAL AREA:** This authorization is limited to the following towns in the State of Connecticut: _____

III. **TERM OF AGREEMENT:** This authorization is in effect from _____ to _____.

IV. **BROKER'S DUTIES:**

- (a) to attempt to locate a property acceptable to you.
- (b) to negotiate on your behalf for terms and conditions agreeable to you.
- (c) assist you in the purchase, exchange or lease, as the case may be, of the Property.
- (d) act in your best interest regarding the location and purchase, exchange or lease of the Property.

V. **BUYER'S / TENANT'S DUTIES:**

- (a) to tell us about all past and current contacts with any real property or any other real estate agents;
- (b) to utilize us exclusively in following up leads or information about a property no matter what the source of such lead or information;
- (c) to cooperate with us and be reasonably available to examine real property;
- (d) You are notified that the Department of Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. You should refer to these lists and the Department of Environmental Protection for information on environmental questions concerning any property in which you are interested and the lands surrounding that Property.
- (e) Questions concerning legal title to property, the residence of convicted persons, tax considerations, wood destroying pests, environmental conditions, property inspections, engineering, or the uses or planned uses of neighboring properties should be referred to your attorney, tax advisor, building inspector or appropriate governmental agency.

VI. **OTHER TERMS AND CONDITIONS:**

- (a) You understand and agree that we may represent other Buyers and / or Tenants.
- (b) You understand and agree that we may also become a seller's or landlord's agent for the Property. In that event we would become dual agents, representing both you and the seller or landlord. If this situation should arise, we will promptly disclose all relevant information to you and discuss the appropriate course of action take under the circumstances. We will also discuss a dual agency consent agreement with you and present a statutory form of such agreement for your review and signature.
- (c) We may share and disclose financial and personal information regarding your purchase abilities and needs with other agents who offer real property to us.
- (d) This Authorization is binding upon and shall inure to the benefit of you and us, and each of our heirs, administrators, executors, successors and assigns. You may not assign this Authorization.
- (e) You agree to pay any costs and attorney's fees which we may incur to collect any monies due us under this Authorization.
- (f) This Authorization may be modified, waived or discharged only by written agreement signed by the parties.
- (g) You will advise us immediately if you execute an exclusive buyer representation agreement or Authorization with any other firm. You represent that you have not signed any exclusive representation Authorization or agreements with any other broker or brokerage firm covering the same geographical area stated in this Authorization.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

VII. FEES

A. In consideration of the services provided hereunder, you agree to pay us the fee(s) marked below:

1. **PROFESSIONAL SERVICE FEE:** You are obligated to pay our professional service fee. However, you hereby authorize and instruct us to request payment of all or any part of this fee from the seller of the Property and / or the seller's listing agent, if any; the landlord of the Property and / or the landlord's listing agent, if any; or "other". If the seller, landlord or listing broker offers us a professional service fee in excess of the amount stated in this Section VII, you agree that we may accept that amount as our fee.

(a.) If you are purchasing real estate, you will pay us a professional service fee of a minimum of 2.5 % of the purchase price of the property purchased by you

(b.) If you are leasing real estate, you will pay us a professional service fee of a minimum of 1/2 month's rent of the Property leased by you. You also agree to pay a commission in the amount noted above on any renewals, enlargements, exercise of lease options, or new leases between yourself and the landlord. Such commission shall be due and payable at the commencement of the new lease, enlargement, renewal, or option term

(c.) We earn the professional service fee if you (i) enter into a contract for the purchase or exchange of real property during the term of this Authorization and all material conditions have been met or are subsequently met, (ii) enter into a lease, whether oral or written, for the rental of real property during the term of this Authorization and all material conditions have been met or are subsequently met or a lease entered into during the terms of this Authorization is renewed or enlarged, you or a landlord exercise a lease option or you enter into a new lease with the landlord even if such renewal, enlargement, new lease or exercise of option takes place after the expiration of this Authorization; or (iii) you are introduced to or take occupancy to real property during the terms of this Authorization and obtain title to such property within _____

(_____) months after the expiration of this Authorization, provided, however, that no fee will be due and payable under section VII.A.1 (iv) if you sign an exclusive agreement or Authorization with another real estate broker after the expiration of this Authorization

2. You will pay us our professional service fee no later than the date on which title to the real property transfers to you or the date on which you occupy, renew, enlarge a lease or an option is exercised whichever date is applicable to the type of transaction.

3. In addition to the above compensation and upon passing of title, you agree to pay us a transaction Administrative fee of \$195.00

B. The real estate broker may be entitled to certain lien rights pursuant to Subsection (d) of Section 20-325a of the Connecticut General Statutes.

VIII. Fair Housing

This authorization is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

IX. DUAL AGENCY

- (a) You understand that we represent sellers in addition to buyers and you agree that we may represent both you and a Seller in the purchase and sale of a property and that we will be the agent of both you and a seller. In that event, you consent to a possible dual representation.
- (b) In the event of a dual representation, you agree that we shall not be required to and shall not disclose to either party any personal, financial or other confidential information without the express written consent of the party whose information is disclosed, other than information related to material property defects which are known to us and any other information we are required to disclose by law.
- (c) We may not disclose:
- (d) to you that a Seller will accept less than the asking price, or to the Seller that you can or will pay more than what is stated in a written offer unless instructed by that client in writing.
- (e) (ii) the motivation of either client, unless otherwise instructed to do so by the respective client;
- (f) (iii) that you or the Seller will agree to financing terms other than those offered, unless instructed in writing by the respective client.
- (g) Property information available through the Multiple Listing Service or other sources, including listed and sold properties, which has been requested by either client, will be disclosed to both clients.
- (h) We shall remain impartial to each client and shall facilitate a mutually agreed upon sale.
- (i) We agree to immediately inform you when we are showing you a Seller client's property.
- (j) We shall be able to perform in a dual capacity with the written and informed consent of both clients.

X. DESIGNATED AGENCY. In the event we represent you and the Seller in the same transaction, we can designate one agent to represent your sole interests and designate another agent to represent the sole interests of the seller with the client's written authorization and informed consent.

XI. GENERAL CONSIDERATIONS. We and you both understand that this is a binding agreement and either party may enforce their rights under this Agreement in a court of law, or through arbitration after all independent mediation efforts have been exhausted. If you or we go to court or pursue arbitration to enforce their rights under this Agreement, the prevailing party shall be entitled to be paid as part of the award, their costs and expenses, including attorney's fees. If you have questions concerning this transaction and all documents executed in connection with this transaction, the legal title to property, tax considerations, property inspections, engineering, or the uses of neighboring properties, you should consult with an attorney, a tax advisor, a building inspector or appropriate governmental agencies.

XII. MISCELLANEOUS.

_____ I / We understand and agree that we may be contacted by a representative of the Scalzo Resource Group to discuss any potential miscellaneous home services – home repair, moving services, utility transfer, etc.

_____ I/We prefer NOT to be contacted by a representative of the Scalzo Resource Group.
Initial here

IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL DISABILITY, FAMILIAL STATUS AND/OR PHYSICAL DISABILITY.

Execution by Facsimile. The parties agree that this Agreement and any attached addenda may be transmitted between them by facsimile machine and the parties intend that a faxed Agreement containing either the original and/or copies of the signature of all parties shall constitute a binding Agreement.

Buyer	Date	<u>Century 21 Home Services - Scalzo Group</u>
		Firm name
Buyer	Date	Street Address
Street Address	City	State Zip
City	State Zip	Authorized Agent Date
/	/	/
home phone	business phone	e-mail address fax #
/	/	/
home phone	business phone	e-mail address fax #