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**EXCLUSIVE BUYER AGENCY AGREEMENT WITH
REBATE PROVISION**

1. AGENCY: _____ (Buyer 1), _____ (Buyer 2)
Print names

Referred to in this Agreement as "Buyer" here by designate REALMART REALTY LLC
As Buyer's exclusive agent, referred to in this agreement as "Buyers Agent", for purpose of searching for, locating,
and purchasing real estate by Buyer in the following, _____
County (ies), pursuant to all of the terms and conditions set forth below.

**2. EXCLUSIVITY: BUYERS CERTIFY THAT THEY DO NOT HAVE ANY BUSINESS RELATIONSHIP
WITH ANOTHER AGENCY AND/OR BROKER.**

Buyer represents to Buyer's Agent that no exclusive buyer's agency agreement is presently in effect. Buyer agrees NOT to enter into any such agreement during the term of this Agreement. Buyer will disclose Realmart Realty as the buyer agent to all other agencies at all time. Violation of this provision will result in surrendering the full buyer rebate. Buyer will indemnify Realmart Realty against any claims of commission from another agency due to PROCURING CAUSE before or after the closing. Buyer will also be responsible to PAY for arbitration filing fee, legal cost, damages, penalties and fines resulted from such a procuring cost claim by another agency. Failure to pay for such expenses will result in collection and or legal actions in New Jersey Civil Courts.

3. DECLARATION OF BUSINESS RELATIONSHIP: The real estate license law of the State of New Jersey requires every real estate licensee to declare the basis of the business relationship being established between such licensee and Buyer. Accordingly, I Qizhan "Jack" Yao as an authorize representative of

REALMART REALTY LLC intend, as this time, to work with you (Buyer) as a:

BUYER'S AGENT AND DISCLOSE DUAL AGENT if the opportunity arises

4. TERM: This Agency Agreement shall commence on _____ (MM/DD/YYYY) and shall expire 6 months from this date. The agreement can be cancelled after receipt of Buyer's written termination notice. If this agreement is expired or cancelled by the Buyer, it forfeits the rebate to Buyer.

5. BROKERAGE FEE: In consideration of the services provided to Buyer by Agent, Agent will be compensated by Listing Broker as offered through the MLS and will be paid at closing unless negotiated otherwise between Buyer, Buyer's Agent, Listing Agent and/or Seller by separate agreement.

6. BUYER'S AGENT'S DUTIES: Buyer's Agent shall: Use diligence in its search to locate a property which is acceptable to Buyer. Use professional knowledge and skills to assist Buyer to negotiate for the purchase of such property. Assist the Buyer throughout the transaction and to represent Buyer's best interest.

7. BUYER'S DUTIES: Buyer shall: Provide accurate and relevant personal information to Buyer's Agent regarding Buyer's financial ability to purchase real estate. Advice Buyer's Agent of ANY home offered for sale to Buyer where Buyer may have an interest in purchasing such property. Submit through Buyer's Agent, any offer to purchase or contract on a property which was shown to buyer by Buyer's Agent. Buyer will notify Agent of any home of interest that Buyer might see on public MLS sites, public real estate sites and public open houses. Buyer will disclose our relationship to all parties with due diligence.

8. OTHER BUYERS: Other potential buyers may be interested in the same properties as Buyer. It is agreed that Buyer's Agent may represent such other potential buyers whether such representation arises prior to, during, or after the termination of this Agreement. In any such situation, Buyer agrees that Buyer's Agent will NOT disclose to any other potential buyer the terms of the Buyer's offer or any other confidential information concerning the Buyer and also will NOT disclose to Buyer the terms of any other buyer's offer or any confidential information concerning the other buyer(s).

Buyer Initials _____, _____

9. DUAL AGENCY: Buyer understands that Buyer's Agent may elect to represent a seller as well as Buyer in the sale and purchase of such seller's property. In such event, Buyer acknowledges that Buyer's Agent will be a dual agent, and pursuant to law, will have to obtain the written informed consent of both the seller and Buyer for the Buyer's Agent to be a Disclosed Dual Agent. Buyer understands that by consenting to the Buyer's Agent to be a Disclose Dual Agent, there will be a limitation on the Buyer's Agent's ability to represent either the Buyer or seller fully and exclusively. Buyer's Agent, when acting as a Disclosed Dual Agent, will not be able to put either the seller's interest ahead of the Buyer's nor vice-versa. Disclosed Dual Agent relationship is given only when the **Informed Consent to Dual Agency** is signed by the Buyer.

10. PAYMENT OF REBATE TO BUYER: Realmart Realty LLC has agreed to provide the Buyer with a rebate of a portion of the commission (brokerage fee) that the company is to be paid, pursuant to paragraph 5 of this Agreement, in accordance with the following:

1. The rebate will equal up to 2% of the purchase price of the home (at closing), which rate has been negotiated by the Buyer and Realmart Realty LLC;
2. Realmart Realty LLC's commission will not be less than 1% of the purchase price (at closing) offered by participating office or \$3,000 whichever is greater.
3. The real estate must be residential 1 to 4 Family (new or resale). Short sales do NOT apply.
4. Additional compensation (s) such as bonuses does not qualify for the rebate.
5. The rebate will be applied to closing cost and reflected in closing HUD-1 form. Realmart Realty will NOT issue any payment to buyer(s) outside of closing as mandated by NJ Real Estate Commission.
6. There is a \$500 Processing Fee for submitting written purchase contract. This fee will be 100% refunded if contract is not accepted, or seller cancels the contract during attorney review. There will be no refund if Buyer cancels the contract. If contract closes, this \$500 will be added back to the rebate or refunded to the Buyer.

The Buyer acknowledges the following:

- A. This agreement for the payment of the rebate was achieved at the onset of the Buyer's relationship with the Broker.
- B. The Broker has recommended to the Buyer that he/she contact a tax professional concerning the tax implications of receiving the rebate, including the obligation to pay any applicable taxes for receipt of the rebate.
- C. Payment of the rebate will be disclosed to all parties involved in the transaction, including but not limited to the Buyer's mortgage lender.
- D. Payment of the rebate is not contingent upon the use of other services or products being offered by the Broker or any affiliate of the Broker.
- E. The Buyer states that his/her last 4 Digit of Social Security Number(s) are _____(his) _____(hers), which will be held confidential. Full SSN number may be requested and used only by the Broker in filing a 1099 Form with the Internal Revenue Service concerning the payment of the rebate.
- F. Buyer acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.
- G. Buyers hereby acknowledge receipt of a signed copy of this legally binding Agreement and agree to be bound by and comply with its terms and conditions.

Buyer's Signature

Date

Buyer's Signature

Date

Qizhan "Jack" Yao, Sales Associate
REALMART REALTY LLC

Date

Carmen Figueroa, Broker of Record
REALMART REALTY LLC

Date