

BUYER / BROKER AGREEMENT
Exclusive for Compensation

1. **RIGHT TO REPRESENT:** _____ (“Buyer”) grants AmeriBuy Realty Group, Inc. (“Broker”) beginning on (date) _____, 2007 and ending on either the first of a completed transaction or six (6) months from the beginning date the revocable right, pursuant to the terms specified in this Agreement, the right to represent Buyer in acquiring real property. Buyer agrees the Broker signing below as the Broker who is either Broker individually or an associate-licensee (an individual signing for broker who works under Broker’s real estate license). Buyer agrees Broker’s duties are limited by the terms of this Agreement, including those limitations as set forth in Paragraphs 2.C, 3 and 4.C and D.
2. **AGENCY RELATIONSHIPS:**
 - A. **DISCLOSURE:** If the property being sought includes residential property with one to four dwelling units, Buyer acknowledges receipt of the “Disclosure Regarding Real Estate Agency Relationships” (C.A.R. Form AD) prior to entering into this Agreement.
 - B. **BUYER REPRESENTATION: Broker’s firm DOES NOT lists property for sale:** Entire firm only represents buyers and does not list property. In any resulting transaction, Broker will be the exclusive agent for the buyer and not a dual agent representing seller.
 - C. **At the close of escrow, AmeriBuy Realty hereby agrees to retain only \$4,995.00 of the Buyers agents commission in any transaction and to rebate any amount above \$4,995.00 to Buyer directly out of escrow (if Buyer’s Lender allows) or wire the funds to Buyers account the next business day after funds have cleared.**
3. **BROKER AUTHORIZATIONS AND OBLIGATIONS:**
 - A. Buyer authorizes Broker to present offers authorized by Buyer, and assist Buyer in negotiating for acceptance of such offers; (ii) assist Buyer with the financing process, including obtaining loan pre-qualification; (iii) upon request provide Buyer a list of professional vendors who perform the services described in the attached Buyer’s Inspection Advisory and (iv) provide guidance to help Buyer with the acquisition of property.
 - B. For property transactions Broker shall provide and review forms to create a property contract (“Property Contract”) for the acquisition of a specific property “Property”). (ii) Broker shall facilitate an escrow process, including assisting the Buyer in negotiating with Sellers. Unless otherwise specified in writing and signed by the Broker, any information provided through Broker on any specific property or in general in the course of representing Buyer has not been, and will not be, verified by Broker. Broker’s services are performed in compliance with federal, state and local anti-discrimination laws.
4. **SCOPE OF BROKER DUTY:**
 - A. Broker shall suggest various professional that Buyer may call upon or hire to make inspections or provide advice and/or counsel toward the specific property its conditions or defects. Buyer hereby acknowledges that Broker makes no warranty or representation toward the suggestions, findings, quality or validity of any professionals referred by Broker and consults and hires said professionals at their own risk and outside the scope of the Broker.
 - B. Buyer acknowledges and agrees that Broker (i) Does not decide what price Buyer should offer or pay or Seller should accept; (ii) Does not guarantee the condition of the property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided by Seller or others; (iv) (V) shall not be responsible for verifying square footage of the dwelling or the property; (vi) shall not be responsible for providing legal or tax advice regarding the purchase of any property and Buyer agrees to seek such advice as required from the appropriate professionals;
 - C. **DOES NOT HAVE AN OBLIGATION TO EVER VISIT OR INSPECT THE PROPERTY ON WHICH BUYER IS MAKING AN OFFER ONCE SELLER ACCEPTS AN OFFER FROM BUYER.**
 - D. Broker owes no duty to inspect for common environmental hazards. Earthquake weakness, or geological and seismic hazards, if Buyer receives the booklets entitled “Environmental Hazards: A guide for Homeowners, Buyers, Landlords and Tenants”, “The Homeowners Guide to Earthquake Safety”, or “The Commercial Guide to Earthquake Safety” and the Broker is not required to provide additional or further information to Buyer.
5. **BUYERS OBLIGATIONS AND REPRESENTATIONS:**
 - A. **Buyer hereby represents they are NOT now working with nor obligated to in any way another Broker, Realtor, Agent or other party to which any compensation is due or payable nor is there**

**AmeriBuy Realty Group, Inc.
330 East Lambert Road, 2nd Floor
Brea, California 92821**

any party that has any claim to compensation in any way such as a Broker, Realtor, Real Estate Agent or any party currently representing Buyer toward making any offer(s) on any real property as of the date of execution of this Agreement.

- B. Buyer agrees to: (i) indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, costs, and attorney fees arising from any incorrect information supplied by Buyer, or from any Material Issues that Buyer fails to disclose in writing to Broker, and (ii) pay for reports, inspections, and meetings arranged by Broker on Buyer's behalf.
6. **TIME TO BRING LEGAL ACTION:** Legal action for breach of this Agreement, or any obligation arising therefrom, shall be brought no more than two years from the expiration of the Representation Period or the date such causes of action arises, whichever occurs first.
7. **OTHER TERMS AND CONDITIONS:** The following disclosures or addenda are attached:
A. X Buyers Inspection Advisory (C.A.R. Form BIA)
B. X Statewide Buyer and Seller advisory (C.A.R. Form SBSA)
C. _____
D. _____
8. **CANCELLATION:** Either party may cancel this Agreement at any time by sending a written and signed cancellation notice via facsimile or U S MAIL to the other party and upon the sending of the facsimile or the placing of the cancellation notice in the U S Mail all obligations of the party canceling shall thereby be cancelled and the Agreement immediately terminated between the parties without further obligation on either party from that date forward. Buyer understands that upon cancellation of this agreement they will **NOT** receive any rebate and all commissions within any transaction wherein AmeriBuy Realty represented the Buyer will automatically be paid to the Sellers Agent.
9. **ENTIRE AGREEMENT:** All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing and signed by both the Broker and the Buyer. In the event any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any copy, whether by copier, facsimile NCR or electronic may be in two or more counterparts, all of which shall constitute one and the same writing. In lieu of an original signature copy both parties agree a copy or facsimile copy shall become and be treated as an original of the Agreement.

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.
(Complete all spaces fully)

Buyer _____ Date _____
Buyer Signature _____
Address _____ City _____ State CA Zip _____
Telephone _____ Fax _____ Email _____

Buyer _____ Date _____
Buyer Signature _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) AmeriBuy Realty Group, Inc. DRE License # # 01768859
By (Agent) Richard Reeves Date _____
Address 330 E. Lambert Road, 2nd Floor City Brea State CA Zip Code 92821
Telephone (714) 674-0200 Fax (714) 529-5177 Email _____

Reviewed by and Accepted _____ Date:
AmeriBuy Realty