



Buyer Agency Agreement for Maryland and Washington, DC

Th	is Agreement ("Agreement") is made on between
_	("Buyer") and
	Stuart & Maury Inc. ("Broker") nich assigns Scott Matejik as Agent of the Broker ("Agent"). In consideration of
sei	nich assigns as Agent of the Broker ("Agent"). In consideration of rvices provided, the Broker is hereby granted the right to represent the Buyer in the purchase, option, or exchange of real property or operative units (the "Property").
1.	 PURPOSE: This agreement ("Agreement") establishes 1) a brokerage relationship ("Brokerage Relationship"), an agency relationship between Buyer and Broker, and 2) a contractual obligation ("Contractual Obligation") between Buyer and Broker, in which the Broker has the exclusive right to represent Buyer under the terms and conditions set forth herein.
2.	BROKER RESPONSIBILITIES: Agent and Broker agree to: 1) Use professional knowledge and skills to locate and present real property, which is available for purchase and suitable for the Buyer's needs. 2) Assist Buyer through the process of property acquisition. 3) Represent the interests of the Buyer in all negotiations and transactions regarding the acquisition of real property, notwithstanding the fact Agent may receive compensation from other parties.
3.	BUYER RESPONSIBILITIES: Buyer will work exclusively with Broker during the term of this Agreement, and will contact Agent first with any questions or showing requests about Properties, and not the Seller or any other agent. At open houses, Buyer agrees to notify the party representing the seller of this Agreement. For new home builders and new home open houses, Buyer agrees to make any first visit to any new home builder's model only while accompanied by Agent. Buyer will furnish Broker with necessary financial and personal information to reasonably establish Buyer's ability to purchase property and authorizes the release of such information to the Seller and Seller's Broker.
4.	BROKER COMPENSATION: A. Commission: Buyer agrees that Broker shall receive a broker's fee ("Commission") of \(\textbf{X} \) % of the sale price OR \(\textbf{\substack} \) \$\textbf{\substack} \] at the Settlement of any Property contracted to be purchased during the term of this Agreement, no matter who locates the property, even if located entirely by Buyer. In most cases, the Seller pays Commission. Broker is authorized to receive all Commission offered, and such payment shall be made with the Seller's and Buyer's prior knowledge. In the event Seller does not pay the total of the Commission due, Buyer hereby agrees to pay the difference due to the Buyer's Broker, up to the full amount. Buyer also agrees to pay additional commission in the amount of \$\textbf{\substack} \) at Settlement, regardless of any Seller payment of Commission. Buyer has paid an advance fee of \$\textbf{\substack} \) to retain the services of Broker, which will be credited against the Commission due.
	 B. Protection Period: Commission shall be paid to Broker if a Property is purchased by Buyer within days after the termination of this Agreement (the "Protection Period"), unless Buyer enters into a new, valid Buyer Agency Agreement during the term of said Protection Period. C. Amount of Commission Offered: Commission paid by the Seller is generally indicated as follows: 1) in MRIS for any
	properties using that Multiple Listing Service ("MLS"), or 2) in an addendum to the purchase contract for new home construction, or properties unlisted in MRIS. D. Payment of Commission: Commission is due at Settlement, unless Buyer, after sales contract acceptance, fails to perform or is
	otherwise in default of the sales contract or executes a release to which the Broker is not a party of the sales contract after all contingencies thereunder have been removed. In such case, the Commission is due no later than the previously agreed Settlement date. If Buyer enters into a Contract with a Seller during the original term of this Agreement, and Seller subsequently defaults, then the original term of this Agreement is extended by the number of days property was under contract.
5.	TERM: This Agreement commences when signed and expires at 11:59 p.m. on

GCAAR # 1341 Buyer Agency Agreement – MC & DC ©2018, The Greater Capital Area Association of REALTORS®, Inc.

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6.	parties. B. Maryland: 1). The Brokera prior to the Expiration Date by Relationship is terminated un terminated by mutual written	ge Relationship establish either party Delivering der the terms above, the consent of all parties. In	rior to the Expiration Date only by mutual written consent by both d by this Agreement may be terminated unilaterally by either party days advance Notice to the other. 2). Even if the Brokerage ontractual Obligation shall remain in full force and effect, unless dition, the terms of paragraph 4.B ("Protection Period") shall survive			
7.	<u>DISCLAIMER AND LIMITATIONS</u> : Buyer acknowledges that Broker is being retained solely as a real estate agent, and has been advised to seek professional advice for legal, tax, appraisal, home inspection, surveying, engineering and other matters. Buye acknowledges that the Broker may represent other Buyers and that other potential Buyers may consider, make offers on, or purchase properties through Broker. Buyer consents to Broker's representation of other Buyers before, during, and after the expiration of this Agreement. Upon receipt by Broker of a ratified contract to purchase Property pursuant to this Buyer Agency Agreement, Broker shall have no further obligation hereunder to procure any subsequent Properties for Buyer. Buyer agrees tha Broker may perform ministerial acts for the Seller. A ministerial act is a routine act that does not involve discretion or the exercise of the Broker's own judgment. Buyer acknowledges the possibility that Seller or Seller's representatives may not treat the existence, terms or conditions of the Buyer's offer as confidential information.					
8.	 8. GENERAL PROVISIONS: A. Laws and Regulations: Buyer acknowledges that Broker must comply with federal, state and local laws and regulation Buyer understands that, as a REALTOR®, Broker must also adhere to the Code of Ethics promulgated by the NATIONA ASSOCIATION OF REALTORS®. B. Delivery: Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic mediu which produces a tangible record of the transmission (such as a "fax", email which includes an attachment with an actual cop of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery we be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing. C. Notice: This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed initialed where required by Buyer and Broker (or Supervising Manager), and Delivered to the other party. D. Paragraph Headings: The Paragraph headings in this Agreement are for reference and convenience only, and do not define limit the intent, rights or obligations of the parties. E. Definitions: The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender. The term "Seller" shall include "optioner" and "exchanger". The term "Buyer" shall include "optionee" and "exchanger". The term "Buyer" shall include "optionee" and "exchanger". The term "Buyer" shall include "optionee" and "exchanger". 					
9.	"exchange". INCLUSIONS, AGREEMENT AND RECEIPT: This document and the attachments below contain the full and en Agreement between Buyer and Broker and supersede any prior or contemporaneous agreements, if any, whether written or between the parties. Each acknowledges receipt of a copy of this Agreement. In accordance with Maryland and/or District Columbia Law, included with this Agreement are: Maryland: Washington, DC: Consent For Dual Agency Notification of Dual Agency Within a Team Dual Agency: In the event of dual agency, when either the Buyer or Broker declines to consent in writing to Dual Agency, either the party may terminate this Agreement by written notice to the other party. ADDITIONAL PROVISIONS:					
Buy	ver Name & Signature	Date	Broker Name & Signature Robert Jenets	Date		
Buy	yer Name & Signature	Date	Agent Name & Signature Scott Matejik	Date		
Ado	dress:		Broker Firm Name: <u>stuart & Ma</u>	aury Inc.		

Phone:__

Broker Address: 20814

Broker Phone: (301)654-3200



Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the seller.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, t	the ☐ Sellers/Landlord 🗵 Buyers/Tenants acknow	ledge receipt	of a copy of this disclosure and	
that _	Stuart & Maury Inc.		(firm name)	
and _	Scott Matejik		(salesperson) are working as:	
[(You may check more than one box but not mor □ seller/landlord's agent □ subagent of the Seller □ buyer's/tenant's agent	e than two)		
Signa	ature	(Date)	Signature	(Date)
	* * * * * * * * * *	* * * * *	* * * * * * * * * * * * * *	
	ify that on this date I made the required agency disc knowledge receipt of a copy of this disclosure states		individuals identified below and they were un	able or unwilling
Name	e of Individual to whom disclosure made		Name of Individual to whom disclosure ma	de
Agen	t's Signature		(Date)	

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