



HERITAGE REAL ESTATE Co.  
CLIENT REPRESENTATION AGREEMENT

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

THIS AGREEMENT is made by and between: \_\_\_\_\_ (the "Client/s")  
and Heather Neill (the "Broker"), Heritage Real Estate Co.

1. The Client grants to the Broker the sole and exclusive right to arrange for the acquisition by the Client of property of the type generally described as follows (the "Property"):

Residential  Investment  Vacation  Single Family  
 Multi-Family (1-4 Units)  Condominium  Other: \_\_\_\_\_

General Property Description:

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Geographic Location:

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Approximate Price Range: \$ \_\_\_\_\_ to \$ \_\_\_\_\_ (NOTE: this information is confidential under the Agency Relationship and the Broker will not disclose this information to a third party without the Clients' consent).

2. This Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and expire on \_\_\_\_\_, 20\_\_\_\_.

DEFINITIONS:

- a. *"Acquire"* means to purchase, lease, or place an option on property
- b. *"Closing"* in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. *"Closing"* in a lease transaction means the date a landlord and tenant enter into a binding lease of property.
- c. *"Market Area"* means that area of the State of West Virginia within the following counties: Marion, Monongalia, Barbour, Preston, Taylor, Harrison, Wetzel, Tyler, Marshall, Doddridge, Lewis. Other counties included in this Agreement: \_\_\_\_\_

3. BROKER'S OBLIGATIONS: Broker shall use reasonably diligent efforts to locate the Property and to negotiate terms and conditions of a contract (the "Contract") acceptable to the Client providing the acquisition of the Property by the Client. The Contract may consist of an accepted offer, purchase and sale agreement, option, deed, exchange agreement or any other instrument under which such acquisition may take place.

4. CLIENT'S OBLIGATIONS: Client will (a) work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker; (b) inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and (c) comply with the other provisions of this Agreement.

5. BROKER'S FEES:

The Client agrees to pay a fee equal to \_\_\_\_\_ % of the gross purchase price, or the amount offered by Listing Broker, whichever is greater. Broker will first seek to obtain payment of the commission specified from seller, landlord, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified, less any amounts Broker receives from such persons.

If seller, landlord, or their agents offer compensation in excess of the amount stated above, (including, but not limited to, marketing incentives or bonuses to cooperating brokers) Broker may retain the additional compensation in addition to the specified commission. Client is not obligated to pay any such additional compensation to Broker.

Notwithstanding any provision to the contrary, if Client acquires a property listed by Broker, Broker will be paid in accordance with the terms of Broker's listing agreement with the owner and Client will have no obligation to pay Broker.

The Broker will be deemed to have earned a full fee hereunder when:

- a. The Client takes title to the Property, or
- b. Signs a contract to purchase and assigns it to another Client; or
- c. If the Client signs a contract to purchase which consists of an option, and the Client allows the option to lapse;
- d. Or, in the event that, during the term of this Agreement, the Client or any person acting for the Client or on the Client's behalf (the "Client's Nominee"), enters into the contract or otherwise acquires the Property, whether through the services of the Broker or otherwise, or
- e. in the event that, within twelve months following the term of this Agreement, the Client or Client's Nominee enters into the contract or otherwise acquires the Property after receiving information about the Property from the Broker during said term.

6. The Broker is a member of a Multiple Listing Service (MLS), whereby representing sellers, "Listing Brokers" offer cooperation and compensation to other brokers, including brokers representing buyer clients. Although the Listing Broker represents the seller, compensation does not determine agency. The Client hereby instructs to Broker to:

\_\_\_\_ Accept the offer of compensation offered in the MLS from the listing broker. The Client shall remain liable for the fee detailed in Paragraph 5 of the Agreement. If the fee offered in the MLS is less than the amount listed in Paragraph 5, the Client shall be responsible for the difference.

\_\_\_\_ Explore properties not currently listed in the MLS, including properties listed "for sale by owner," or not currently on the market. The Client shall remain liable for the fee detailed in Paragraph 5 of the Agreement.

**7. COMPETING CLIENTS:** The Client specifically acknowledges and understands that the Broker is in the business of representing Clients in the purchase of real estate and that the Broker may have other clients interested in the same or similar properties. The Broker will make every effort to satisfy the needs of all clients equally, and shall not disclose to the Client offer terms or negotiation strategies of other clients currently represented by the Broker, nor will the Broker disclose such information of the Client to other clients.

**8. INTERMEDIARY:** Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives:

a. If the owner of the property is serviced by an associate other than the associate servicing Client under this Agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.

b. If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.

c. Broker may notify Client that Broker will make no appointments as described under this Paragraph 8A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who will facilitate the transaction but will not render opinions or advice during the negotiations to either party.

If Broker acts as an intermediary, Broker and Broker's associates:

- a. may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;
- b. may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client;
- c. may not disclose confidential information or any information a seller or landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by law or court order, or if the information materially relates to the condition of the property;
- d. shall treat all parties to the transaction equally and honestly; and
- e. shall comply with all real estate law.

9. The parties agree that each will act in compliance with the Fair Housing Laws of the United States and State of West Virginia and that neither will participate in discriminatory practices or ask or answer

questions regarding race, creed, color, sex, age, marital status, national origin, familial status, handicap, military or veteran status, sexual orientation, government assistance, or any other class or characteristic deemed protected at law.

**10. REPRESENTATIONS:**

a. Each person signing this Agreement represents that the person has the legal capacity and authority to bind the respective party to this Agreement.

b. Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for the acquisition of property in the market area.

c. Client represents that all information relating to Client's ability to acquire property in the market area Client gives to Broker is true and correct.

d. Name any employer, relocation company, or other entity that will provide benefits to Client when acquiring property in the market area: \_\_\_\_\_

**11. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this Agreement or any transaction related to or contemplated by this Agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.

**12. DEFAULT:** If either party fails to comply with this Agreement or makes a false representation in this Agreement, the non-complying party is in default. If the Client is in default, Client will be liable for the amount of compensation that Broker would have received under this Agreement if client were not in default. If Broker is in default, Client may exercise any remedy at law.

**13. ATTORNEY'S FEES:** If Client or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Agreement or any transaction related to this Agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

**14. LIMITATION OF LIABILITY:** Neither Broker nor any other broker, or their associates, is responsible or liable for Client's personal injuries or for any loss or damage to Client's property that is not caused by Broker. Client will hold Broker, or any other broker, and their associates, harmless from any such injuries or losses. Client will indemnify Broker against any claims for injury or damage that Client may cause to others or their property.

**15. ADDITIONAL NOTICES:**

a. Broker's fees and the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS® or any listing service.

b. Broker's services are provided without regard to race, color, religion, national origin, sex, disability, or familial status.

c. Broker is not a property inspector, surveyor, engineer, environmental assessor, or compliance inspector. Client should seek experts to render such services in any acquisition.

d. If Client purchases property, Client should have an abstract covering the property examined by an attorney of the Client's selection, or Client should be furnished with or obtain a title policy.

e. Buyer may purchase a residential home warranty service contract. Buyer should review such service contract for the scope of coverage, exclusions, and limitations. The purchase of a residential warranty service contract is optional. There are several residential service companies operating in West Virginia.

f. Broker cannot give legal advice. This is a legally binding Agreement. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing.

g. Client hereby acknowledges receipt of the Notice of Agency Form.

Additional terms and conditions:

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Time is of the essence hereof.

IN WITNESS WHEREOF, the Seller and the Broker have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Client: \_\_\_\_\_

Client: \_\_\_\_\_

Broker: \_\_\_\_\_

Heather Neill

Lic. No. WV0028496

Broker's Associate: \_\_\_\_\_