

4. Compensation:

- a. Retainer Fee: Upon signing of this Agreement, Buyer shall pay \$ _____ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
- b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ NA or _____ % of the purchase price or the amount offered by the listing agency to a buyer agency, whichever is greater. The payment of any commission by the Seller(s) or listing agency from the sales proceeds will not make the Agency either the agent or subagent of the Seller(s).
- c. For unlisted property, Buyer agrees to pay, or cause to be paid by Seller, to Agency a commission of \$ _____ or 2.000 % of the purchase price, whichever is greater.
- d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent EXCLUSIVE BUYER REPRESENTATION AGREEMENT with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on January 12, 2018 ("Carryover Date").
- e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
- f. Disclosure of Agency Compensation Policies
 Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace
 Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

5. Other Conditions:

- a. This Agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
- b. All properties are acceptable at the sole and absolute discretion of Buyer.
- c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
- d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
- e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
- f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
- g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
- h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
- i. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: None

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.


BUYER(S) Rudy M Ferrante and/or assigns
Rudy M Ferrante and/or assigns

Accepted by Jaye A Gorham 1/12/17 on behalf of Portside Real Estate Group
LICENSEE AGENCY
Jaye A. Gorham

BUYER(S) Mailing Address: _____

BUYER(S) Phone Number(s): _____

BUYER(S) E-mail Address: rudy.ferrante@rmsmortgage.com BUYER(S) Fax Number(s): _____

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