

## OPEN RIGHT TO REPRESENT BUYER OR TENANT AUTHORIZATION



### I. Appointment.

- A. You (Buyer(s) or Tenant(s)) \_\_\_\_\_ appoint us (Firm)  
Chris O. Buswell \_\_\_\_\_ (broker/agent) as your real estate agent to  
assist you in locating, purchasing or exchanging real property acceptable to you and generally described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Property").

### II. Geographical Area.

- A. This authorization is limited to the following areas of the State of Connecticut: \_\_\_\_\_  
\_\_\_\_\_

### III. Term of Authorization.

- A. This Authorization is in effect from \_\_\_\_\_ to \_\_\_\_\_, inclusive.

### IV. Broker's Duties.

- A. We will attempt to locate the property.
- B. We will negotiate on your behalf for terms and conditions agreeable to you.
- C. We will assist you in the purchase, exchange or lease, as the case may be, of the Property.
- D. We will act in your interest regarding the location and purchase, exchange or lease of the Property.

### V. Buyer's Duties.

- A. You will tell us about all past and current contacts with any real property or any other real estate agents.
- B. You will cooperate with us and be reasonably available to examine real property.
- C. Upon request, you will give us financial and personal information regarding your purchase abilities and needs.
- D. **Questions concerning the legal title to property, tax considerations, property inspection, engineering, or the uses or planned uses of neighboring properties should be referred to your attorney, tax advisor, building inspector or appropriate governmental agency.**

### VI. Other Terms and Conditions.

- A. You understand and agree that we may also become a seller's or landlord's agent for the Property. In that event we would become dual agents, representing both you and the seller or landlord. If this situation should arise, we will promptly disclose all relevant information to you and discuss the appropriate course of action to take under the circumstances. We will also discuss a dual agency consent agreement with you and present a statutory form of such an agreement for your review and signature.
- B. You agree that we may represent other buyers or tenants.
- C. We may share and disclose financial and personal information regarding your purchase abilities and needs with other agents who offer real property to us.
- D. This Authorization is binding upon and shall inure to the benefit of you and us, and each of our heirs, administrators, executors, successors and assigns. You may not assign this Authorization.
- E. You agree to pay any costs and attorneys' fees which we may incur to collect any monies due us under this Authorization.
- F. This Authorization may be modified, waived or discharged only by a written agreement signed by the parties. This Authorization will lapse upon notice to us that you have executed an exclusive representation agreement with another broker.
- G. You will advise us immediately if you execute an exclusive buyer representation agreement or authorization with any other firm. You represent that you have not signed any exclusive representation authorizations or agreements

- with any other broker or brokerage firm covering the same geographical area stated in this Authorization.
- H. You acknowledge receipt of a copy of this Authorization.

**NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.**

**VII. Fees.**

- A. In consideration of the services provided hereunder, you agree to pay us the fee(s) checked below: **(ANY SECTION NOT FILLED IN DOES NOT APPLY).**

1.  **PROFESSIONAL SERVICE FEE.** You are obligated to pay our professional service fee. However, you hereby authorize and instruct us to request payment of all or any part of this fee from  the seller of the Property and/or the seller's listing agent, if any;  the landlord of the Property and/or the landlord's listing agent, if any; or  other \_\_\_\_\_ If the seller, landlord or listing broker offers us a professional service fee in excess of the amount stated in this Section VII, you agree that we may accept that amount as our fee.

(a) If you are purchasing real estate, you will pay us a professional service fee of  \$ \_\_\_\_\_ or  \_\_\_\_\_ % of the purchase price of the Property purchased by you, or of the value of Property obtained by you in an exchange.

(b) If you are leasing real estate, you will pay us a professional service fee of  \$ \_\_\_\_\_ or  \_\_\_\_\_ % of the yearly rental of the Property leased by you. You also agree to pay a commission in the amount noted above on any renewals, enlargements, exercise of lease options, or new leases between yourself and the landlord. Such commission shall be due and payable at the commencement of the new lease, enlargement, renewal, or option term.

(c) We earn the professional service fee if (i) during the term of this Authorization enter into a contract for the purchase or exchange of real property we have introduced to you and all material conditions have been met or are subsequently met; (ii) during the term of this Authorization enter into a lease, whether oral or written, for the rental of real property we have introduced to you and all material conditions have been met or are subsequently met or a lease entered into during the term of this Authorization is renewed or enlarged, you or a landlord exercise a lease option or you enter into a new lease with the landlord even if such renewal, enlargement, new lease or exercise of option takes place after the expiration of this Authorization; or (iii) you are introduced or take occupancy to real property during the term of this Authorization and obtain title to such property within \_\_\_\_\_ (\_\_\_\_) months after the expiration of this Agreement, provided however, that no fee will be due and payable under this section if you sign an exclusive agreement or authorization with another real estate broker after the expiration of this Authorization.

(d) \_\_\_\_\_  
(other)

2.  **RETAINER FEE.**

(a) You will pay us a non-refundable retainer fee of \$ \_\_\_\_\_, due and payable when you sign this Authorization.

(b) We  will  will not - apply this retainer fee toward the payment of any professional service fee that we earn under this Authorization.

3. You will pay us our professional service fee no later than the date on which title to the real property transfers to you or the date on which you occupy, renew, enlarge a lease or an option is exercised whichever date is applicable to the type of transaction.

- B. The Real Estate Broker may be entitled to certain lien rights pursuant to Subsection (d) of Section 20-325a of the Connecticut General Statutes.

**VIII. Fair Housing**

A. This Authorization is subject to the Connecticut General Statutes prohibiting discriminating in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

**IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL RETARDATION, FAMILIAL STATUS AND MENTAL OR PHYSICAL DISABILITY.**

REALTOR® FIRM NAME: Option Realty

BUYER

By: \_\_\_\_\_

BUYER: \_\_\_\_\_

Chris O. Buswell

Street Address 200 Broad Street, Suite 2420

Street Address

City, State, Zip Stamford, Connecticut 06901

City, State, Zip

( )

Telephone 203-325-1617

Telephone

Date

Date

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