Exclusive Buyer Representation Agreement

Averbrook LLC offers the following exclusive buyer representation for one covered residential purchase to the eligible adult Buyer or Buyers identified below. Review your completed intake information before signing. This is a binding brokerage contract when the qualified online process accepts it as stated below. You may seek independent legal advice.

Public review copy. Buyer details, selected search scope and signature dates are populated during online signup. This copy contains the fixed contract terms; the completed signing record identifies the parties and Effective Time.

Averbrook LLC | NY Licensed Real Estate Broker | Office license 10991243263
Nick Harris | Real Estate Agent & Broker | Attorney | Broker license 10491214468
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Defined search scope

The selected locations and property types are recorded from your intake. Available areas are Bronx, Brooklyn (Kings), Dutchess, Manhattan (New York), Nassau, Orange, Putnam, Queens, Rockland, Suffolk, Sullivan, Ulster and Westchester. Scope is limited to the locations accepted in the completed schedule and one-to-four family homes, condominiums or cooperative apartments specified in the completed schedule. Rentals, commercial property and vacant land are excluded.

Standard intake answers confirmed by each Buyer:
Adult natural person buyers: Confirmed
Conflicting exclusive representation: None
Averbrook-listed property requested: No

An entity, conflicting agreement, requested exception or Averbrook-listed property requires separate review and is not automatically accepted. No excluded property or special amendment applies in this standard form.

Term and your fee summary

Averbrook makes this standing company offer through its authorized online process. The agreement takes effect when the final Buyer electronically signs and the process records successful automatic acceptance (Effective Time). The recorded completion timestamp identifies that time. A failed or exception-routed submission is not accepted.

The term ends on the second calendar anniversary of the recorded Effective Time, without automatic renewal. The completed electronic record identifies the start and expiry. An extension or changed scope requires a new signed writing. No offer extends to an unaccepted location, property type or conflicting engagement.

The exclusive engagement continues for the fixed term stated here, up to twenty-four calendar months, unless the covered transaction is completed or the engagement is lawfully terminated earlier. There is no automatic renewal. A transfer to another brokerage does not restart or extend the term.

REAL ESTATE COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.

Total agreed compensation is $4,950 for this engagement and one covered purchase, including a $995 engagement fee. The $995 is due upon successful automatic acceptance and actual commencement of the agreed initial buyer services. It is credited toward $4,950. After $995 is retained, no more than $3,955 remains at a covered closing, less other payment credits.

The initial service uses the accepted locations, property types, budget and timing to begin an individualized search brief and purchase-preparation work. It is not a property valuation, appraisal or loan approval. The fee is earned for actual services; signature alone does not earn it. If actual services fail to begin, no engagement fee is due. Unearned amounts and legally required refunds remain refundable, including for material nonperformance.

Ordinary cancellation after substantive work begins does not itself erase a lawfully earned $995 minimum, even if you stop searching, use another agent or never buy. Required refunds, unearned amounts and Averbrook material nonperformance remain protected. There is no extra cancellation penalty or administration fee.

This is an exclusive engagement. A covered purchase contracted during its term may earn the agreed closing fee even if you or another agent find the property. The limited 60-day named-property protection and actual closing requirement are explained below. Payments are credited; the same compensation is not charged twice.

Averbrook

Exclusive representation and responsibilities

Exclusive right to represent

Buyer appoints Averbrook as Buyer's exclusive buyer agent and broker to locate, evaluate and negotiate one residential purchase within the defined scope during the agreed term. Buyer will route covered property inquiries, showing requests, communications about offers and purchase negotiations through Averbrook, identify Averbrook as Buyer's representative, and promptly tell Averbrook about property found independently, seller contact or contact from another brokerage. Buyer will not enter a conflicting exclusive engagement within this scope and term without written resolution or release.

For a purchase contract entered during the effective term for a property within scope and not excluded, the agreed fee applies if the purchase closes, regardless of who found, showed or negotiated the property. Hiring another broker does not by itself avoid this agreed covered-purchase obligation, subject to applicable law and the credits and nonperformance protections below. This agreement does not bind another brokerage or automatically reduce its fee. Resolve overlapping claims before undertaking inconsistent obligations. No restriction applies outside scope or to listed exclusions.

Averbrook services and duties

Averbrook will use reasonable care and diligence in individualized search planning, transaction-readiness review, property and comparable analysis, showing coordination, offer strategy, presentation and negotiation of Buyer-authorized terms, and coordination of inspection and transaction milestones. Averbrook owes lawful duties of loyalty, confidentiality, disclosure, obedience to lawful instructions and accounting. It will communicate material information and conflicts and follow fair-housing requirements. No particular property, accepted offer, financing approval or result is guaranteed.

Averbrook may arrange properly licensed showing assistance subject to brokerage supervision, lawful access and required disclosures and consent. Before a qualifying transfer under the advance authorization below, Nick remains responsible for the agreed brokerage advice and transaction coordination. After that transfer, the receiving brokerage assumes the remaining services, with the duties and protections preserved in that section. No credentials will be shared. Ordinary showing assistance is paid within the agreed fee.

Buyer cooperation and professional roles

Buyer supplies accurate material information reasonably needed for the engagement, discloses prior agreements and conflicts, communicates timely decisions, observes showing rules and promptly provides offers or purchase contracts received. Buyer decides what to offer and whether to purchase; Averbrook cannot sign a purchase contract or bind Buyer without separate authority. Buyer selects independent legal, lending, title, inspection and other advisers. Nick is an attorney, but this brokerage agreement creates no attorney-client relationship and includes no legal or lending representation or loan approval.

Compensation performance and payment credits

When the minimum is earned

The $995 is fixed engagement compensation, not an hourly cancellation invoice. It covers actual initial buyer services and the agreed representation. Averbrook begins individualized search planning and purchase-preparation work through the accepted online intake, with further property analysis and brokerage work as the search proceeds. It keeps an internal record of actual work and delivery. Earning depends on actual services, not solely a signature or a nonrefundable label. The fee does not excuse professional duties or authorize fictitious work.

Any advance not yet earned must be handled separately from operating funds as required by law. If a refund is required because funds remain unearned, a mandatory right applies or Averbrook materially fails to perform, Averbrook will provide a supported good-faith accounting and return the required amount. No unconditional nonrefundability is agreed.

The closing portion

The unpaid portion of the $4,950 total is earned and payable only on actual closing of a covered purchase. An offer, ready and willing buyer, accepted offer, purchase contract or failed closing alone does not earn that closing portion. The lawfully earned engagement minimum is treated separately. This engagement covers one purchase and ends at that closing unless ended earlier; additional purchases require a separate signed agreement.

Credits from every source

Every engagement payment retained and every seller, listing-broker or other payment actually received for this fee credits dollar for dollar against $4,950. Averbrook may not retain aggregate compensation over that total for the same engagement and purchase. No cancellation amount or damage recovery duplicates compensation for the same loss. Averbrook cannot increase its fee merely because another party offers more.

With Buyer's authorization, Averbrook may request seller or listing-broker payment of the unpaid fee. Seller payment and reimbursement of Buyer's engagement payment are not guaranteed. After Buyer pays $995, a $2,500 seller payment leaves $1,455 at closing ($2,450 total paid by Buyer). A $3,955 seller payment leaves $0 more, with Buyer still having paid $995. Without another payer, Buyer's total is $4,950. Additional seller willingness may be negotiated as a separate lawful price adjustment or closing-cost credit, subject to seller, contract and lender approval.

Down payment, lender, title, attorney, inspection, appraisal, survey, taxes, insurance and other third-party costs are separate. No automatic debit, card charge, lien, collection remedy or additional administration fee is authorized by this agreement. Never rely on changed wire instructions without independently verifying them through a trusted contact.

Cancellation protection period and agency

Ending prospective services

Either party may end prospective services by written notice. Buyer sends notice to nick@averbrook.com or the mailing address on page 1; Averbrook sends notice to Buyer's email or mailing address above. Notice is effective on receipt; no special form or paid release is required. If email fails, promptly use the other stated contact method. Cancellation before substantive work begins incurs no engagement fee.

After substantive work begins, cancellation alone does not discharge the lawfully earned minimum, paid or unpaid, whether Buyer stops searching, hires someone else or never purchases. No separate $995 cancellation charge, hourly charge or penalty is stacked on it. Nonwaivable rights, required refunds, unearned sums and remedies for Averbrook's material nonperformance remain. Buyer's ordinary exercise of a purchase-contract inspection, financing or other contingency is not a new fee event.

Limited protection for identified properties

Subject to Outer End, for up to 60 days after termination or expiration, the closing-fee protection applies only to properties actually toured with Buyer by Averbrook or an authorized showing agent, or for which Averbrook prepared and presented a Buyer-authorized offer during the engagement. Averbrook must deliver the specific written property list at termination or within five business days afterward. An omitted or untimely identified property is not protected; a general automated listing email is insufficient.

Buyer must enter the purchase contract for a listed protected property within those 60 days, and that purchase must actually close before the closing portion is payable. After the engagement, there is no general restriction on another brokerage or on other properties. A signed release may waive protection for named properties. A purchase contract entered during the active term remains a covered purchase even if its closing occurs after expiration. Applicable law, nonperformance remedies and payment credits remain controlling. Any later completion or compensation obligation remains subject to Outer End and applicable law.

Confidentiality and conflicts

Averbrook uses Buyer information for this engagement, lawful transaction coordination and required records. It may share information reasonably necessary with authorized transaction participants and showing professionals, subject to confidentiality duties and required consent. Confidentiality continues when the engagement ends, subject to lawful disclosure requirements. Buyer should not place bank account numbers, Social Security numbers or identity documents in this agreement.

This is buyer agency only. No dual agency or designated dual agency is authorized in advance. Any proposed change requires separate informed written consent by the affected parties before it occurs. Averbrook will disclose a material conflict, including competing interests requiring disclosure, and address it consistently with its duties. Equal housing opportunity applies throughout the engagement.

Advance authorization for referral and transfer

For this section, Client means the Buyer or Buyers identified in this agreement.

Client authorizes Averbrook, in its discretion consistent with its duties to Client, to select a properly licensed receiving brokerage and refer, assign and delegate this engagement for the same transaction or remaining agreed scope. Client gives advance written consent to that qualifying transfer by signing this agreement; a new client representation contract or second client approval is not required solely for a transfer that satisfies this section. The engagement is with a brokerage firm and does not guarantee that Nick Harris personally performs every service or that a receiving professional has his separate legal or underwriting background.

Before the receiving brokerage receives Client's nonpublic file or authority to act under this engagement, it must sign Averbrook's broker-to-broker referral and assumption agreement. That agreement must identify this client engagement and require the receiving brokerage to assume its remaining duties and honor the same client compensation terms, included services, payment conditions, cancellation protections and all existing payment credits. Client is an intended beneficiary entitled to enforce those assumed terms against the receiving brokerage. A broker that has not signed receives no referral file and no authority under this agreement.

The combined compensation payable to or retained by Averbrook and the receiving brokerage for the same covered engagement cannot exceed this agreement's applicable fee. No transfer, onboarding, administration or second commencement charge is added. A transfer does not restart the agreed term or protection period, enlarge the scope, accelerate payment or erase a payment credit. Any referral compensation is allocated between the brokerages from their agreed compensation, not added to Client's fee.

Averbrook will give Client the receiving brokerage's identity, license and business contact information and the effective handoff date before transfer. Client authorizes sharing the signed engagement, relevant transaction records and necessary contact and property or search information with that brokerage for this purpose. Before the signed assumption, only information that does not identify Client or disclose Client's nonpublic file may be used to discuss possible coverage. Confidentiality and legally required safeguards continue.

The receiving brokerage must satisfy required agency disclosures, licensing, conflict checks and any applicable listing or MLS transfer procedures. This section does not itself consent to dual agency, waive a required disclosure or consent, or permit an unlawful transfer. If law or an applicable transaction requirement calls for an additional client acknowledgment or consent, that requirement must be met. If no qualifying brokerage accepts these terms, there is no transfer under this section. Existing termination provisions and nonwaivable rights continue. A transfer does not release either brokerage from its own prior acts, earned-credit obligations or duties that cannot lawfully be transferred.

The $4,950 total and single $995 commencement component apply once to the covered engagement across both brokerages. The $995 component is not repeated because of referral; all amounts already paid or credited reduce the same total. Its earning and refund conditions remain unchanged.

Outer limit on services and protection

In all events, this agreement authorizes no new brokerage services or new covered-transaction obligations beyond its Outer End. For a buyer or tenant engagement, Outer End is the second calendar anniversary of the recorded Effective Time. For a seller or landlord listing, Outer End is the earlier of the printed fixed expiration date and the second calendar anniversary of the time this agreement is entered into. The stated sixty-day named-property or named-prospect protection ends no later than Outer End and may therefore be shorter after an early termination; no extra sixty days are added after a full two-year term. Rights to collect compensation lawfully earned for services already performed, required refunds, confidentiality, recordkeeping and other nonwaivable duties survive only as applicable law permits. Any further brokerage engagement requires a new affirmative written agreement, not automatic continuation.

Agreement acknowledgments and signatures

This original agreement is complete on its own and does not require a NYSAR or other association agreement. It supersedes only unsigned discussions about this new engagement; it does not change an earlier signed client agreement. The standard online offer contains no special amendments or additional attachments changing these terms. Any requested exception requires a separately completed agreement. No intake field permits a unilateral later change.

New York law and all nonwaivable rights control. If a provision cannot lawfully be enforced, no punitive substitute charge is authorized; the remaining provisions apply to the extent lawful. No mandatory arbitration, jury waiver, class-action waiver or automatic attorney-fee shift is created. Each party may use remedies otherwise available under law. Electronic signatures and counterparts may form one agreement, with a completed copy delivered to each signer.

Buyer acknowledges receipt of the separate agency and fair-housing disclosures and the unchanged buyer operating procedures. Buyer has reviewed the completed scope, twenty-four-month term, fee summary, exclusivity, cancellation and property-protection terms, confirms the standard eligibility answers, and accepts Averbrook's standing company offer through the qualified automatic process. The compensation disclosure above remains part of this agreement. No fee is earned merely by applying a signature.

Company offer: Averbrook LLC, acting through its authorized online acceptance process. Nick Harris is Averbrook's responsible representative broker. After a qualifying transfer, the receiving brokerage assumes the remaining services subject to the preserved duties in this agreement. The completed record and audit trail identify successful acceptance and the Effective Time.