

OPEN RIGHT TO REPRESENT BUYER OR TENANT AUTHORIZATION

(Connecticut law requires that the real estate broker furnish you with a written agreement should you wish to be represented.)

I. Appointment.

You, _____ (Buyer/Tenant). appoint
Us, _____ (Firm/Broker) as your real estate broker to
assist You to locate and purchase, exchange or lease real property acceptable to You and generally described as: _____

_____ (the "Property").

II. Geographical Area.

This Authorization is limited to the following areas of the State of Connecticut: _____

III. Term of Authorization.

This Authorization is in effect from _____ to _____, inclusive.

IV. Broker's Duties.

- A. We will keep information You provide Us concerning your assets, liabilities, income and expenses, motivations to buy or rent and previous offers made confidential unless You give permission for disclosure or disclosure is mandated by law.
- B. We will provide You with the benefit of our advice and experience.
- C. We will attempt to locate the Property.
- D. We will negotiate on your behalf for terms and conditions agreeable to You.
- E. We will assist You in the purchase, exchange or lease, as the case may be, of the Property.
- F. We will act in your interest regarding the location and purchase, exchange or lease of the Property.
- G. **Questions or information requests concerning the legal title to property, the residence of convicted persons, tax considerations, wood destroying pests, environmental conditions, property and building inspections, engineering, or the uses or planned uses of neighboring properties should be referred to your attorney, tax advisor, building inspector or appropriate governmental agency.**

V. Buyer's/Tenant'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. We are relying on your statement that You have not signed an Exclusive Right to Represent Buyer or Tenant Authorization or Exclusive Agency Right to Represent Buyer or Tenant Authorization with any other brokerage firm covering the same time period, the same Property or the same Geographical Areas as stated above. If this is not the case, please tell Us immediately.
- E. You understand that the names of attorneys, contractors, home inspectors and other professionals are furnished as an accommodation to You and do not constitute an endorsement or guaranty of such professionals or their work product.

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 know that We represent other buyers or tenants who may be interested in purchasing or renting the same Property as You.

- C. We may, with your permission, 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.
- G. You are notified that the Department of Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. You should refer to these lists and the Department of Environmental Protection for information on environmental questions concerning any property in which You are interested in and the lands surrounding that property.

VII. Fees.

- 1. In consideration of the services to be provided, You agree to pay Us a Professional Service fee calculated as follows:
 - a. If You are purchasing real estate, our professional service fee will be calculated as follows: \$ _____ 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, our professional service fee will be calculated as follows: \$ _____ 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 You (i) enter into a contract for the purchase or exchange of real property We introduced to You during the term of this Authorization and all material conditions have been met or are subsequently met; (ii) enter into a lease, whether oral or written, for the rental of real property during the term of this Authorization 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 Authorization, provided, however, that no fee will be due and payable under this Section VII.1.c(iii) if You sign an exclusive agreement or authorization with another real estate broker after the expiration of this Authorization.
 - d. _____ (Other)
- 2. Any professional service fee We earn under this Authorization is your obligation. However, if You purchase, lease or exchange property either listed with Us or listed on a multiple listing service on which We are a participant, then We will credit You with whatever amounts We receive from either or both of these sources. We will also assist You in negotiating payment of this fee from the seller of the Property and will credit You with any amounts seller actually pays. These credits may pay our fee in full.
- 3. We will tell You before showing You a Property if the Property is not eligible for this credit, and You may refuse to be shown such properties without incurring a fee. We may accept amounts the seller, landlord or listing broker pays Us in excess of the professional service fee stated upon disclosure to You.
- 4. 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.

VIII. Statements Required by Law.

- 1. This Authorization is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c);
- 2. The real estate broker may be entitled to certain lien rights pursuant to Section 20-325a of the Connecticut General Statutes;
- 3. **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;**



4. **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.**

IX. Use of Electronic Record.

- A. You agree that We may use an electronic record, including fax or e-mail, to make and keep this Agreement.
- B. You need not agree to use an electronic record. By a written notice to Us, You have the right to withdraw your consent to have a record of this Agreement provided or made available to You in electronic form, but that does not permit You to withdraw your consent to the Agreement itself once it has been signed. We will provide You with a paper copy of this Agreement should You request one in writing to Us at the address, e-mail or fax number listed below. Your agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions in which You are a party.
- C. For access to and retention of faxed records, there is no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer. For access to and retention of e-mail records, You will need a personal or laptop computer, Internet account and e-mail software or web browser.

My electronic addresses are: _____ My fax number is: _____
 My e-mail address is: _____

All electronic records will be sent to the fax number or e-mail address noted above unless You inform Us of any change in your e-mail address or fax number in writing to the Brokerage Firm address, e-mail or fax number set forth.

Each party will promptly inform the other of any change in E-mail address or fax number in writing.

X. Copy.

You acknowledge receipt of a copy of this Authorization.

 REALTOR® FIRM NAME

 BUYER/TENANT

 By Agent

 BUYER/TENANT

 Street

 Street

 City, State, Zip

 City, State, Zip

 Telephone number and/or e-mail address

 Telephone number

 Date

 Date

