



Exclusive Buyer's Agency Agreement

You are ready to purchase real property, and want a professional to assist you every step of the way. That's awesome! Whether you are a seasoned buyer, you have never purchased property before, or you fall somewhere in between, we are here to help. First, we need to get our agreement in writing.

This is an exclusive buyer agency agreement, where you agree to work only with DASH agents while we work for you. You agree that all negotiations for property will be with DASH agents, whether you locate it or our agents do. Keep in mind that while you may start off working with one of our agents, this Agreement is with the firm, so under some circumstances, we may need to appoint a different agent to help you with your transaction. We will discuss it with you first, of course.

You agree to notify all sellers and agents that you have hired DASH to assist you. And regardless of who locates the property, we will be there with you every step of the way - to work diligently on your behalf, to advocate for you and to protect your interests for whatever property you decide to buy.

Here are the specifics.

YOU: A BUYER OF RESIDENTIAL, COMMERCIAL, OR OTHER REAL PROPERTY

(Buyer 1 Full Legal Name)

(Buyer 2 Full Legal Name)

US: DASH | Carolina, a/k/a DASH (hereinafter "DASH"), A FULL-SERVICE REAL ESTATE BROKERAGE COMPANY, as represented by:

(DASH Agent Name)

(The location of your search, ie, County, neighborhood, city, region)

1. Commissions and fees. We will work hard for you and do our best to vigorously represent you. For this, we intend to ask the seller for 3% of the sales price. Your cost is a one-time customer fee of two hundred ninety-nine dollars (\$299.00), paid only if we close on a property. Other than the customer fee, DASH collects everything from the cooperating listing firm, and even if the listing firm's compensation is less than above, you will never pay any portion of our commission out of pocket. Guaranteed. You agree that we can also receive any additional bonuses, incentives, and other compensation that may be available from the seller or their agent. Of course, we will discuss these monies with you prior to your making any offer on any real estate. Our commission will be due if you or any person or entity associated with you enters into any agreement to purchase, rent, option, exchange, or encumbers any property during this Agreement.



2. Length of this Agreement. Upon execution, DASH will have the exclusive right to represent you with all of your real estate purchases as defined above until _____ at 5:00 p.m. We want you to be a happy customer, so you can cancel this Agreement at any time. However, if you do decide to terminate this Agreement, and you purchase a property that you viewed or made an offer on while we worked together under this agreement within the _____ days following the termination date, you agree to pay us the commission we would have earned had the offer been made during this Agreement . But, if you hire a new buyer's agent after we part ways, we will waive this commission.
3. DASH Duties. DASH will use its best efforts to:
 - a. Help you find property that meets your purchase criteria and price;
 - b. Assist you with your investigations of any property you are considering for purchase, including disclosing red flags and areas of concern discovered by us and any other factors we believe you should consider prior to making any offer or during the pendency of any contract;
 - c. Present all offers and help to negotiate the purchase price on any property you are interested in purchasing;
 - d. Recommend inspections and vendors as necessary to assist you during the due diligence period, if applicable;
 - e. Guard your personal and confidential information, unless we are required by law or the North Carolina Administrative Code to reveal it;
 - f. Follow your lead and work diligently to help you find the right property for you.
4. Buyer's Duties. In order to help us successfully find you an awesome property, you agree to do the following:
 - a. View properties only through DASH agents or by yourself on a self-guided tour, because if you use another agent to show you a home, they might want to be paid by you later if you purchase the property;
 - b. Notify us if you find a property that you are interested in so we can do our job and gather information and negotiate on your behalf;
 - c. Go to listing appointments that we set for you and give us your feedback;
 - d. Notify any on-site agents, listing agents, or other buyer's agents that you are represented by DASH. If you don't, then they may claim to be your agent or they may not be willing to share their commission with us, and that would not be cool.
 - e. Consult with us regarding all investigations and due diligence you do on properties; f) Keep us in the loop about your transaction and do your homework (such as gathering documents, making phone calls, following up with vendors, etc.) when asked;
 - f. Cooperate with vendors, pay vendor invoices in a timely way, and use your best efforts to meet your obligations under this Agreement and any contract signed by you;
 - g. Terminate all previous buyer's agency agreements prior to signing this agreement. In fact, by signing this exclusive agency agreement, you are representing to us that you have no other agency agreement in place.
 - h. Act in good faith throughout this Agreement.
5. What We Promise. Discrimination stinks. We will not engage in discrimination in any manner, and neither will you. We won't do it and the law forbids it. In fact, the law requires us to put the following statement in our Agreement. WE WILL CONDUCT ALL OF OUR BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, RELIGION, HANDICAP OR



FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

We also promise to do our very best work for you and to follow all laws, regulations, and ethical requirements of our profession.

6. Vendors and other Professionals. We may recommend vendors to you, just know we NEVER receive any referral fees for these recommendations. In addition, when DASH recommends a vendor, it is because we believe in their work or have had good experiences with that vendor. However, while we do not guarantee the quality of any third-party work, we encourage you to let us know if you are not satisfied with the work of any vendor that we recommend so that we assess future recommendations. If any vendor offers a rebate, we will discuss that with you, and if you approve, we pass it on to you.
7. Dual agency. Dual agency occurs when you become interested in purchasing one of DASH's listings, whether that property is listed by your DASH agent or any other DASH agent. While the North Carolina Real Estate Commission does allow the same agent to represent both a buyer and seller in the same transaction, we feel that this is not in your best interest, and therefore, prohibit any agent from representing both the buyer and seller in the same transaction. However, in order to prevent limiting your prospective properties to only those that are not listed by DASH, we do allow designated dual agency, where two different DASH agents may represent a buyer and seller in the same transaction where each agent represents the buyer and seller independently.

Under this form of dual agency, each party to the transaction is assigned a designated agent to advocate on their behalf during the transaction. Clients tend to like designated agency because they can continue to work with the DASH agent who has been assisting them and they still have an advocate in their corner. Only if their agent knows confidential information about the other side of the transaction prior to the designation will a new DASH agent need to get involved. We always have your best interests in mind, so of course we will discuss designated agency with you anytime it arises.

(Initial) / Buyer(s) agree to allow DASH to use dual agency if necessary and to assign designated dual agents as needed.

8. Mediation clause. If we disagree about this contract, we agree to discuss it first. Thereafter, we agree to mediate with a mutually acceptable mediator and to split the fees.
9. Indemnification. Our lawyer told us we should add this clause: You hereby release and discharge DASH, its owners, agents, independent contractors, and staff for any and all liabilities, damages, claims, causes of action, costs and expenses, including but not limited to, any claims whether such duties and responsibilities be express or implied, other than as a result of our gross negligence. The buyer expressly agrees that under no circumstances will DASH have any liability greater than the amount of commissions actually paid to us by you, the Buyer, under this Agreement.



10. Acknowledgement. You understand that there are risks to purchasing a home. You understand that North Carolina is a buyer-beware state, and you should thoroughly investigate all properties prior to your purchase. DASH agents cannot predict all issues or conditions that exist at properties that you purchase, and we cannot guarantee that your purchase will be trouble-free. However, we will do our very best to provide you with guidance and assistance to minimize the risks associated with buying real property.

11. WIRE FRAUD WARNING. THERE IS A LOT OF FRAUD COMMITTED AGAINST BUYERS PURCHASING REAL PROPERTY. FRAUDSTERS HACK INTO BUYER EMAILS, REAL ESTATE AGENT EMAILS, AND ATTORNEY EMAILS AND

CHANGE WIRING INSTRUCTIONS. BEFORE SENDING ANY MONEY IN PURSUIT OF ANY PURCHASE, BUYERS SHOULD SPEAK TO THEIR CLOSING ATTORNEY IN PERSON OR BY TELEPHONE AFTER INDEPENDENTLY OBTAINING THE NUMBER TO CONFIRM FUNDING INSTRUCTIONS. FRAUDSTERS PRETEND TO BE AGENTS AND CLOSING ATTORNEYS IN ORDER TO STEAL YOUR MONEY. ONCE WIRED, YOUR MONEY WILL BE GONE. PLEASE BE SAFE.

(Initial) / I(WE) understand to guard against fraud by checking wiring instructions directly with the closing attorney OR bank prior to sending funds, and I (WE) hereby release DASH, its agents, employees and assigns from all claims arising from receiving an email that is hacked, spoofed, or otherwise compromised by fraudsters and we indemnify and hold them harmless for any loss associated with an erroneous or fraudulent transfer.

Let's work together so that none of our clients ever face this awful situation.

12. Photography and surveillance. You may take pictures during any visit to a prospective property, but you yourself may also be under video and audio surveillance during any such visit. Please keep this in mind.

13. Entire Agreement. This Agreement may also have addenda attached to it. They are part of this Agreement.

14. Notices. When we need to give each other notice of something under this Agreement, sending it to the email below or by US Mail will suffice. Let us know where the best address to reach you will be. We will need to communicate with you frequently.

15. Severability clause. If any clause in this Agreement is found to be illegal or otherwise unenforceable, the parties agree that the court may sever the offending clause and interpret the remainder of this Agreement without it.

16. Waiver. Failure to enforce any provision of this Agreement shall not constitute the waiver of the right to enforce any other provision in this Agreement.

17. Binding Agreement. This Agreement shall be binding upon DASH and the Buyers, and by signing this Agreement, you agree to all of the terms of this Agreement and any addenda attached hereto.



18. This Agreement shall be governed by the laws of the state of North Carolina, and the parties expressly agree that the courts of North Carolina shall have personal and subject matter jurisdiction over the parties with regard to any dispute arising from this Agreement, regardless of any conflict of law provisions to the contrary.

Welcome to DASH!

THIS SECTION IS LEFT INTENTIONALLY BLANK



DASH Agent

C31829

DASH Agent Signature

Name

Broker License #

Firm License #

Email

Phone

BUYER #1

Full Legal Name

Signature & Date

Email

Phone

Mailing Address

Buyer #2

Full Legal Name

Signature & Date

Email

Phone

Mailing Address

Entity Buyer

Name of LLC/Corporation/Partnership/Trust/etc.

Authorized Signatory

Name

Signature & Date

Email

Phone

Mailing Address