

**EXCLUSIVE RIGHT TO BUY  
BUYER AGENCY AGREEMENT**

This EXCLUSIVE BUYER AGENCY AGREEMENT (the "Agreement") by and between: \_\_\_\_\_

(the "Buyer"), and Dunes Marketing Group, a division of The Byrne Corporation ("Dunes").

1. Purpose of Agency / Price or Price Range. Buyer hereby appoints Dunes as Buyer's exclusive agent for the purpose of representing Buyer in finding and buying real property in \_\_\_\_\_, Beaufort/Jasper County. The price or price range for property of interest to the Buyer is \_\_\_\_\_.

2. Effect of Exclusive Buyer Agency. By appointing Dunes as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for the property described above in Section 1 through Dunes, and to refer to Dunes all inquiries received in any form from brokers, salespersons, prospective sellers or any other source, during the time this Agreement is in effect.

3. Term. The term of this Agreement shall begin \_\_\_\_\_, 200\_ and shall continue through \_\_\_\_\_, 200\_.

4. Compensation of Dunes. In consideration of the services to be performed by Dunes, Buyer agrees to pay Dunes a brokerage fee of \_\_\_\_\_% of \_\_\_\_\_ or \$\_\_\_\_\_.

In the alternative, Dunes and Buyer have agreed that the brokerage fee shall be paid to Dunes totally from the Listing Broker, as agreed to through the Listing Broker's offer to cooperate (i.e. MLS, flyers, etc.)  
(\_\_\_\_\_/BUYER'S INITIALS HERE).

Dunes's fees will be deemed earned when Buyer is under contract to purchase any property presented by Dunes or found by the Buyers themselves. The term "purchase" in the Agreement shall include any purchase, option, exchange, lease or trade entered into. This fee will be due and payable at closing or upon Buyer's default. If Buyer defaults, the total compensation that would have been due to Dunes will be due and payable immediately in cash from the Buyer.

In addition, such brokerage fee described in this Section 4 shall be earned, due and payable to Dunes by the Buyer if property of the nature contemplated herein is purchased by the Buyer within 90 days after the termination of the Agreement or any extensions thereof, if such property was introduced to the Buyer during the term of this Agreement by Dunes or any third party.

5. Other Potential Buyers. Buyer understands that other prospective purchasers may be represented by Dunes and that such other prospective purchasers may seek property, submit offers and contract to purchase property through Dunes, including the same or similar property as Buyer seeks to purchase. Buyer acknowledges, understands and consents to such representation of other prospective purchasers by Dunes through its agents.

6. Description of Services. Dunes shall:

a. Use professional knowledge and skills to locate real properties which may be available for purchase through the Multiple Listing Service ("MLS") or any other source the agent may be aware of.

b. Show real property to the Buyer that meets Buyer's needs.

c. Represent the Buyer throughout the entire transaction in the purchase of real property which may include the following:

- (i) Provide assistance with financing opportunities.
- (ii) Provide information, facts, advantages and disadvantages.
- (iii) Negotiate all details of the Purchase Agreement.
- (iv) Assist attorneys, lenders, etc. in the closing of the property.

