



Exclusive Buyer Agency Agreement with Commission Split Rebate Program

Buyer(s) referred to in this Agreement as “Buyer” here by designate NestQuest Direct, LLC as Buyer’s exclusive agent, referred to in this agreement as “Buyers Agent”, for purpose of searching for, locating, and purchasing real estate by Buyer pursuant to all of the terms and conditions set forth below.

1. Buyers agree that they do not have any business relationship with another Agency or Broker. Buyer acknowledges that this Agency Agreement with Buyer’s Agent is exclusive. Buyer agrees NOT to enter into any agency relationship with another brokerage during the term of this Agreement. Buyer represents to Buyer’s Agent that they are not presently a party to an existing agency contract with another brokerage firm. In the event that Buyer did sign an agency contract with another brokerage firm, Buyer warrants they have already terminated, in writing, all other agency relationships that were in effect.
2. Buyer agrees to defend, indemnify and hold Buyer’s Agent harmless from and against any and all damages, claims, suits, judgments, and awards resulting from this commission agreement. This includes, but is not limited to attorneys’ fees, court costs, arbitration costs, filing costs, penalties, fines, indemnity, contribution, judgments, and interest on judgments, collection fees, and outstanding or disputed commissions owed to other brokerage firms. Moreover, violation of this Agreement will result in Buyer’s forfeiture of the full buyer rebate. In the event any party files an arbitration claim or lawsuit against or in any way involving Broker that seeks payment of a commission or money damages in connection with the sale or attempted sale of the Property, Buyer agrees to indemnify, defend and hold Broker harmless from, and aid Broker in defense of any such claim or lawsuit. If BUYER fails, for any reason, to fulfill its Duty to Defend, Broker may seek indemnity, contribution, and/or reimbursement from BUYER for all costs incurred as a result of the claim or lawsuit, including attorneys’ fees as well as recovery of all costs of collection thereof, including but not limited to attorneys’ fees, collection agency fees, court costs, and expenses.
3. The agent who signs this agreement will be an authorize representative of NestQuest Direct, LLC, to work with you (Buyer) as a: BUYER’S AGENT AND DISCLOSE DUAL AGENT if the opportunity arises. Buyer acknowledges that Buyer’s Agent duly provided them with a copy of the Consumer Information Statement and copy of the executed Exclusive Agency Agreement.

4. **TERM:** This Agency Agreement shall commence on the date indicated below and shall expire 6 months from this date. The agreement can be cancelled after receipt of Buyer's written termination notice. If this agreement is expired or cancelled by the Buyer, then Buyer forfeits their eligibility for the rebate.

5. **BROKERAGE FEE:** In consideration of the services provided to Buyer by Agent, Agent will be compensated by Listing Broker as offered through the MLS and will be paid at closing unless negotiated otherwise between Buyer, Buyer's Agent, Listing Agent and/or Seller by separate agreement.

6. **BUYER'S DUTIES:** BUYER shall provide accurate and relevant personal information to Buyer's Agent regarding Buyer's financial ability to purchase real estate. Buyer will notify Agent of any home of interest that Buyer might see on public MLS sites, real estate marketplace websites and open houses. Buyer will disclose this relationship to all parties with due diligence.

7. Other potential buyers may be interested in the same properties as Buyer. It is agreed that Buyer's Agent may represent such other potential buyers whether such representation arises prior to, during, or after the termination of this Agreement. In any such situation, Buyer waives any potential conflict of interest. Buyer's Agent agrees to safeguard Buyer's confidential information and will NOT disclose to any other potential buyer the terms of the Buyer's offer or any other confidential information concerning the Buyer. Likewise, Buyer's Agent will NOT disclose to Buyer the terms of any other buyer's offer or any confidential information concerning the other buyer(s).

8. **DUAL AGENCY:** Buyer understands that Buyer's Agent may elect to represent a seller as well as Buyer in the sale and purchase of such seller's property. In such event, Buyer acknowledges that Buyer's Agent will be a dual agent, and pursuant to law, will have to obtain the written informed consent of both the seller and Buyer for the Buyer's Agent to be a Disclosed Dual Agent. Buyer understands that by consenting to the Buyer's Agent to be a Disclosed Dual Agent, there will be a limitation on the Buyer's Agent's ability to represent either the Buyer or seller fully and exclusively. Buyer's Agent, when acting as a Disclosed Dual Agent, will not be able to put either the seller's interest ahead of the Buyer's nor vice-versa. Disclosed Dual Agent relationship is given only when the Informed Consent to Dual Agency is signed by the Buyer.

9. **PAYMENT OF REBATE TO BUYER:** NestQuest Direct, LLC has agreed to provide the Buyer with a rebate of 50% of the commission (brokerage fee) that the company is to be paid, pursuant to paragraph 5 of this Agreement, in accordance with the following:

1. The rebate will equal half of NestQuest Direct LLC's commission due at closing.
2. The real estate must be new or resale residential property. Short sales do not apply.

The Buyer acknowledges the following:

A. This agreement for the payment of the rebate was achieved at the onset of the Buyer's relationship with the Broker.

B. The Broker has recommended to the Buyer that he/she contact a tax professional concerning the tax implications of receiving the rebate, including the obligation to pay any applicable taxes for receipt of the rebate.

C. Payment of the rebate will be disclosed to all parties involved in the transaction, including but not limited to the Buyer's mortgage lender.

D. The Buyer states that he consulted with tax professional about rebate tax liability. Full SSN number may be requested and used only by the Broker in filing a 1099 Form with the Internal Revenue Service concerning the payment of the rebate.

E. Buyers hereby acknowledge receipt of a signed copy of this legally binding Agreement and agree to be bound by and comply with its terms and conditions.

Buyer Print Name _____

Buyer Signature _____ Date _____

Buyer Print Name _____

Buyer Signature _____ Date _____

Agent Print Name _____

Agent Signature _____ Date _____

Ari Silverstein, NestQuest Direct, LLC Broker

Signature _____ Date _____