



## EXCLUSIVE RIGHT TO REPRESENT BUYER AND AGENCY AGREEMENT



I/We, \_\_\_\_\_ ("Buyer")  
hereby employs and grants SMG Realty/Nevada Venture Capital ("Broker") the exclusive  
(Company Name)  
and irrevocable right, commencing on \_\_\_\_\_, \_\_\_\_\_, and expiring at midnight on  
December 31, 2008, to locate property and negotiate terms and conditions acceptable to  
Buyer for purchase, exchange, option, or lease as follows:

**1. General Nature of Property:** Buyer represents that he intends to acquire an interest in one or more properties meeting the following general description:  
Type:  Residential  Land  Commercial  Other: Pre-construction/Highrise

**2. Broker Compensation:** Broker's compensation shall be paid at the time of and as a condition of closing as follows:

- a. Buyer agrees to pay Broker 3% of the selling price of the Property or the set amount of \$ not applicable. Buyer authorizes Broker to accept compensation offered by seller or seller's broker, which compensation shall be credited against any compensation owed by Buyer to Broker.
- b. Buyer agrees to compensate Broker if the Buyer or any other person acting on the Buyer's behalf enters into an agreement to purchase, exchange, option, or lease and property of the general nature described herein.
- c. If completion of any transaction is prevented by Buyer's Default or with the consent of Buyer, the total compensation due under this Agreement shall be immediately due and payable by Buyer.
- d. Buyer agrees to pay such compensation if Buyer within 90 calendar days after the termination of this Agreement enters into an agreement to purchase, exchange, option or lease any property shown to or negotiated on behalf of the Buyer by Broker during the term of this Agreement, unless Buyer enters into a subsequent agreement with another Broker.
- e. Commissions payable for the purchase, exchange, option or lease of property are not set by any Board or Association of REALTORS® or Multiple Listing Service or in any manner other than as negotiated between Broker and Buyer.

**3. Retainer Fee:** Buyer agrees to pay and Broker acknowledges receipt of a non-refundable retainer fee in the amount of \$ zero payable to Broker for initial counseling, consultation and research, which retainer fee  (shall) \_\_\_\_\_ (shall not be) credited against any other compensation owed by Buyer to Broker as provided above.

**4. New Home/Lot Sales:** Buyer acknowledges that some sellers (particularly new home subdivisions, open houses and for-sale-by-owner) will compensate Broker only if Broker accompanies Buyer on the first home/lot visit. Buyer agrees that if Buyer makes a first visit without Broker, resulting in a seller's refusal to compensate Broker, that Buyer will compensate Broker as provided above.

**5. Buyer's Duties:** Buyer agrees to work exclusively with Broker and to provide to Broker or lender, upon request, information necessary to assure Buyer's ability to acquire property described above. Buyer further agrees to view or consider property of the general type set forth in this Agreement, and to negotiate in good faith to acquire such property.

**6. Equal Housing Opportunity:** It is the policy of the Broker to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. The Broker has no duty to disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any home or facility, except that the agent may identify housing facilities meeting the needs of a disabled buyer.

**7. Other Potential Buyers:** Buyer consents and acknowledges that other potential buyers represented by Broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

**8. Mediation/Arbitration:** The Broker and Buyer hereby agree that any dispute concerning the terms and conditions of this contract shall be resolved through mediation and arbitration proceedings at the GLVAR in accordance with local rules of procedure and the standards of practice of the National Association of REALTORS®. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or terminated in accordance with this paragraph.

**9. Attorneys Fees:** In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorneys fees.

**10. Nevada Law Applies:** This Agreement is executed and intended to be performed in the State of Nevada, and the laws of the Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, arbitration or mediation related to this Agreement.

**11. Capacity:** Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents.

**12. Entire Contract:** All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto.

**13. Partial Invalidity:** In the event that any provision of this Agreement shall be held to be invalid or unenforceable such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

14. **Acceptance:** Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

15. **Additional Terms:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY OF ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

**BUYER:**

Buyer Signature: \_\_\_\_\_ Date \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Time: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**BROKER:**

Broker Signature: \_\_\_\_\_ Date \_\_\_\_\_

Company: **SMG Realty/Nevada**  
**Venture Capital** Designated Licensee: \_\_\_\_\_  
**Brian Shuman**

Address: **4975 S. FORT**  
**APACHE** City **LAS VEGAS** State **NV** Zip **89148**

Telephone: **(702)510-8370** Fax: **(702)405-9911** Email: **NEVADAVENTURECAPITAL@GM**  
**AIL.COM**