

BUYER BROKER AGREEMENT

REQUIRED BY INDIANA STATE LAW (CODE 16.2)

1. This Agreement is entered into and shall commence on _____ by and between Highgarden Real Estate and _____ (Buyer).
2. Buyer employs Highgarden Real Estate as Buyer's Exclusive Broker for the purpose of assisting Buyer to locate real property acceptable to Buyer, and to negotiate terms and conditions acceptable to Buyer for the purchase of real property.
3. This agreement shall terminate at midnight on _____, however, this contract shall automatically extend to coincide with the closing date if it does not take place until after the term of this contract.
4. Buyer acknowledges and agrees that Buyer has no current Buyer Broker Agreement with any other real estate broker or agent.
5. Highgarden Real Estate will diligently attempt to locate property acceptable to Buyer, whether it be through the local Brokers Listing Cooperative (BLC), Multiple Listing Service (MLS), new construction offerings or property offered For Sale By Owner (FSBO); to negotiate price, terms and conditions acceptable to Buyer for the purchase of property; to assist Buyer with respect to inspections and other issues necessary to bring the transaction to closing; and **shall act in the Buyer's best interest during the term of this Agreement.**
6. Highgarden Real Estate's compensation: In consideration of the services to be performed by Highgarden Real Estate, Buyer agrees to pay or to cause to be paid Highgarden Real Estate's compensation of 3% of the total purchase price.
7. **Buyer gives consent to Highgarden Real Estate, to use its best efforts to cause the Seller or Seller's Broker to satisfy the Buyer's obligation to Highgarden Real Estate through the terms of the Purchase Agreement.**
8. If an agreement with the Seller or Seller's Broker to pay cooperating compensation is inadequate to satisfy Buyer's obligation pursuant to this Agreement, Buyer shall remain obligated to Highgarden Real Estate for the difference.

