

# AGREEMENT TO ACT AS BUYER'S AGENT

TO: PRUDENTIAL LOCATIONS LLC  
3465 Waiialae Avenue 4th Fl.  
Honolulu, HI 96816

DATE: \_\_\_\_\_

*I/We are interested in buying the type of property described below, subject to terms printed on the other side of this Agreement. I hereby offer to retain you, Prudential Locations as my Exclusive Agent to assist me in buying this Property until midnight \_\_\_\_\_ . Either you or I may end this Agreement with 30 days advance written notice to the other, but neither of us may end this Agreement before midnight \_\_\_\_\_ .*

Type of Property: \_\_\_\_\_

Price Range & Terms: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Residence Phone/ Business Phone

\_\_\_\_\_  
Residence Phone/Business Phone

ACCEPTED

By signing below, I will diligently work on your behalf to find, show to you, and assist in negotiating the purchase of the property described above. I will listen carefully to your needs and provide you with excellent service, professional expertise and honest answers throughout our working relationship. I further commit other special services of Prudential Locations (a dedicated real estate research staff, specialized state-of-the-art computer systems, Projects Department, and professional sales management team) in meeting your personal real estate needs.

PRUDENTIAL LOCATIONS

\_\_\_\_\_  
By  
Its Sales Agent

\_\_\_\_\_  
By  
Its Manager

1. **COMMISSIONS:** In most real estate transactions, the Seller usually pays a commission (equal to the a percentage of the sales price) to the real estate agents who represent the parties in the transaction. I understand that your compensation consists of a portion of these commissions and, therefore, you will only be assisting me on those properties where the Seller has agreed to pay a commission to a real estate agent representing the buyer.
2. **COOPERATION:** So long as I want to buy the Property, I will cooperate with you and help you. I will make available to you any of my financial data that may help you in selecting a Property or making an offer. I will not disclose or divulge information you give to me concerning a Property to other persons without your consent. In accordance with this Agreement, I will not make any offers or obtain an option to buy a Property except through you. If I am no longer interested in buying a Property, I will promptly let you know in writing, as do not expect you to try to find me a Property if I am no longer interested in buying.
3. **AGENTS DUTY:** I expect you to use your best efforts to try to find the Property, to keep me informed of your efforts, to not reveal without my consent any confidential information I may give you and to act for me (not the Seller) in helping me find and buy the Property.
4. **DUAL AGENCY:** It is possible that Prudential Locations Inc. and its agents may also represent the Seller of a property which I am interested in. If this happens, I agree that Prudential Locations Inc. may represent both me and Seller in the same transaction so long as Prudential Locations Inc. discloses to both parties that it is acting as a dual agent in the transaction and obtains the written consent of both parties to the dual agency.
5. **OTHER BUYERS:** I understand and agree that Prudential Locations Inc. may also represent other buyers who are interested in the same properties I am interested in before, during and after the time I am represented by you.
6. **PROTECTION LIST:** I understand that you will provide me with a written list containing the Properties you had shown me within ( \_\_\_\_\_ )days after this Agreement expires or terminates. I agree that if I sign a binding written contract to buy, exchange or otherwise acquire one of the Properties on this list within 90 days after this Agreement expires or is terminated, you may claim some or all of any real estate commissions which are payable to the buyer's real estate agent.

Buyer's Initials \_\_\_\_\_



Prepared By: James S. More Co.: Prudential Locations LLC