

PLEASE FAX COMPLETED FORM TO: 480-452-0410 (No Cover Sheet Necessary) or email to: nik@autobrokerconcierge.com  
AUTO BROKER CONCIERGE, LLC BUYER – BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

BUYER(S): \_\_\_\_\_

BROKER: AUTO BROKER CONCIERGE, LLC and its agent \_\_\_\_\_

TERM: This agreement shall commence on \_\_\_\_\_ and expire at 11:59 p.m. on \_\_\_\_\_.

Buyer intends to acquire the following vehicle with the following general description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Broker agrees to endeavor to locate such Vehicle

Therefore, Buyer hereby employs and grants to Broker the **exclusive and irrevocable right during the term of this Agreement** to locate Property for Buyer and negotiate acceptable terms and conditions for its purchase as more specifically set forth herein.

**Broker Compensation:** Unless otherwise stated below, Broker's compensation shall be paid at the time of and as a condition of sale, as follows:

- A) Buyer authorizes Broker to receive compensation from Seller (retail dealer), which shall be paid by the buyer to the seller upon vehicle delivery under this Agreement.
- B) In the event that Buyer's actions preclude Broker's entitlement to compensation from Seller (retail dealer), Buyer agrees to compensate Broker if the Buyer or any other person acting on the Buyer's behalf enters into an agreement to purchase vehicle.
- C) The amount of compensation shall be: \_\_\_\_\_ (\$\_\_\_\_\_.)
- D) If completion of any transaction is prevented by Buyer's default with or with the consent of Buyer, the total compensation due under this Agreement shall be immediately due and payable by Buyer.
- E) Buyer agrees to take delivery of the vehicle shown to or negotiated on behalf of the Buyer by Broker during the term of this Agreement within 3 days of vehicle location and acquisition by Broker or Seller (retail dealer).

**Non-Refundable Retainer Fee:** Buyer agrees to pay and Broker acknowledges receipt of non-refundable retainer fee in the amount of \$\_\_\_\_\_, payable to Broker for initial consultation and research, which fee shall be considered earned when paid and  credit  not credit against any other compensation owed by Buyer to Brokers as provided above.

**Buyer's Responsibility:** Buyer agrees to work exclusively with Broker and:  
a. be accompanied by Broker on Buyer's first visit to any preview of vehicle;  
b. view or consider vehicle, and then negotiate in good faith to acquire such vehicle;  
c. to provide to Broker or lender, upon approval, information necessary to assure Buyer's ability to acquire such vehicle;  
d. conduct any and all independent inspections of the vehicle Buyer or Broker deems material and/or important within reason.  
  
**(BUYER'S INITIALS ARE REQUIRED \_\_\_\_\_)**

It is the policy of the Broker to abide by all local, state, and federal laws regarding acquisition and sale of vehicles.

**Additional Terms:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMISSIONS PAYABLE FOR THE PURCHASE OF THE VEHICLE ARE NOT SET BY ANY OTHER PARTY OR IN ANY MANNER OTHER THAN AS NEGOTIATED BETWEEN BROKER AND BUYER.

**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 vehicles as Buyer is seeking.

**Dispute Resolution:** (a) Mediation: Any dispute or claim in law arising out of this Agreement shall be submitted to mediation in accordance with the mediation provider. (b) Arbitration. If the mediation does not result in the resolution of the dispute, Buyer and Broker agree that the dispute shall be resolved in binding arbitration to be conducted by a mutually agreed upon arbitrator, or if the parties fail to agree upon an arbitrator, the dispute shall be resolved by the American Arbitration Association arbitration. Initially, all applicable deposits, arbitrators' fees, filing fees, administrative costs and expenses shall be born equally by the parties. However, the arbitrator shall be authorized to award or refund all costs and deposits to the prevailing party. The decision of the arbitrator shall be binding, conclusive and may be enforced in any court of competent jurisdiction.

**Attorney' Fees.** In any proceeding to enforce the compensation due to Broker pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**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, as appropriate.

**Entire Agreement.** This Agreement, any attached exhibits and any addenda signed by the parties shall constitute the entire agreement between Broker and Buyer, and shall supersede any other written or oral agreement between Broker and buyer. This Agreement can be modified only by a writing signed by Broker and Buyer. A fully executed facsimile copy of this Agreement shall be treated as an original Agreement.

