

DAVID J. WILLIS ATTORNEY

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**BUYER'S REPRESENTATION AGREEMENT**

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Date: \_\_\_\_\_

End  
Date: 120 Days from the Effective Date

Client/  
Buyer: \_\_\_\_\_ and \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

I/We (the "Client") engage **DAVID J. WILLIS ATTORNEY AND REAL ESTATE BROKER** as my/our exclusive agent for the purpose of acquiring real property in the State of Texas. Client agrees to work exclusively with and through Mr. Willis and to inform other brokers that this Agreement has been signed with Mr. Willis. Mr. Willis may personally show property to the Client or may associate other experienced brokers who are knowledgeable in their individual market areas.

Client acknowledges that residential real estate commissions are typically 6% in Texas. Commercial commissions are often 5%. Commissions are paid entirely by the seller. Client is therefore not liable for payment of a commission. Commissions are due and payable at closing and will appear on the closing statement prepared by the title company. If the transaction does not close, no commission is earned. In the usual case where the seller is represented by a listing broker, Mr. Willis will receive 2.5% to 3% of the sales price as a commission at closing. Initial one of the following:

\_\_\_\_\_ Mr. Willis may then share with any other brokers that he has engaged to assist in the search for property suitable for the Client. The terms of this are 1% to Mr. Willis and the remainder of the buyer's side commission to the other broker.

\_\_\_\_\_ If there are no other broker's working with Client, then Mr. Willis will rebate to the Client one-half of the commission Mr. Willis receives.

Mr. Willis will also review the title commitment and closing documents in his capacity as an attorney; however, other legal work, even if related to this transaction (e.g., setting up an LLC or other entity) is *not* included and will be billed separately. This Agreement is followed by a “protection period” of 90 days, during which time if Client purchases property that was shown to Client during the term of this Agreement a commission will be due and payable. The Texas Real Estate Commission requires that I supply you with “Information about Brokerage Services” available at <http://www.trec.state.tx.us/pdf/contracts/OP-K.pdf>. Your signature below indicates that you have received this information.

*Note: This office does not represent “lowball” buyers, only serious buyers who make reasonable offers based on fair market value. Should the Client insist on presenting lowball offers, Mr. Willis may withdraw from this Agreement immediately and cease all work.*

BROKER:

CLIENT:

*David J. Willis*

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SIGNATURE

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SIGNATURE