



MAIN OFFICE
2112 Empire Blvd. · Webster, NY 14580
585 347-4900 *office*

EMPIRE REALTY GROUP
STANDARDIZED OPERATING PROCEDURE FOR PURCHASERS OF REAL ESTATE
PURSUANT TO REAL PROPERTY LAW §442-H

CHECKLIST

Prospective Buyer/Client:

	YES	NO
1) Has produced identification.	☐	☐
2) Discussed Pre-Approval with Empire Realty Group agent and agrees to get pre-approved prior to viewing additional properties.	☐	☐
3) Buyer/Client was presented with the required Empire Realty Group Exclusive Buyer Representation.	☐	☐
4) Was presented with New York State Agency Disclosure.	☐	☐
5) Was presented with NYS Anti-Discrimination Form.	☐	☐

Prospective Buyer/Client

Empire Realty Group Agent

Prospective Buyer/Client

Date



EMPIRE REALTY GROUP
BUYER REPRESENTATION AGREEMENT

1. APPOINTMENT OF BROKER: The buyer _____ retains and appoints as Buyer's Broker EMPIRE REALTY GROUP (firm), represented by _____ (Agent) as Buyer's exclusive agent to locate and/or negotiate for the purchase of real property of the general nature shown below. Buyer acknowledges that Broker may be an agent for an owner in the sale of property in which buyer expresses an interest, whereupon Broker shall promptly notify Buyer of such conflict of interest and available options.
2. PURPOSE OF AGENCY: Buyer desires to purchase/lease real property (which may include items of personal property) described as follows:
Type: ☐ Residential ☐ Commercial ☐ Residential Investment ☐ Industrial ☐ Vacant Land
☐ Other: _____
3. BROKER'S REPRESENTATIONS AND SERVICES: Broker represents that Broker is duly licensed under the laws of the State of New York as a real estate broker. Broker will assist Buyer in locating property, negotiating any offer by Buyer to purchase or lease such property, and presenting Buyer's offer to the owner of property or to such owner's agent.
4. BUYER'S OBLIGATIONS: During the term of this Agreement, Buyer agrees:
 - a. To work exclusively with Broker and not with other owners, real estate brokers, or salespersons with respect to viewing properties and to refer to Broker all inquiries from any other real estate broker, salesperson, prospective seller, or any other source such as new construction and for sale by owner.
 - b. To conduct in good faith all negotiations for property exclusively through Broker;
 - c. To provide to Broker upon request (i) the general nature, location, requirements and preferred terms and conditions which Buyer is seeking in connection with the acquisition of desired property; and (ii) relevant personal and financial information to assure Buyer's ability to obtain financing.
5. TERM OF AGENCY: Broker's authority to act as Buyer's exclusive agent under this Agreement shall begin _____ and shall end at midnight on _____ or upon closing of a property purchased.
6. COMPENSATION: The CLIENT agrees to compensate the BROKER if the CLIENT, or any other person acting on the CLIENT'S behalf, buys, exchanges for, or obtains an option of any real property. The amount of compensation shall be:
 1. If the property is listed with a real estate company or licensee, BROKER will accept a fee equal to the fee being offered to cooperating agents; but in any event not less than ____% of the purchase price of the property, or flat fee of \$ _____. If such fee, or any portion thereof, is paid by the Seller or the Seller's agent as a convenience of the transaction, then CLIENT will be credited by BROKER for the amount so paid.
 2. If the property is not listed with a real estate company or licensee, a fee of _____% of the purchase price, or a flat fee of \$ _____ will be paid. If such fee, or any portion thereof, is paid by the Seller as a convenience of the transaction, then CLIENT will be credited by BROKER for the amount so paid.
 3. Other Compensation Agreement: Such as a retainer: _____

NOTE: If the CLIENT within _____ days of the termination of this Agreement, purchases real property shown to the CLIENT by the BROKER during the term of this Agreement, compensation as set forth in the Agreement shall apply and a full brokerage fee shall be due to the BROKER.

NOTE: Compensation is due to Empire Realty Group, as a deposit, upon acceptance of a purchase offer. If a sale does not close, at no fault of the buyer, the deposit will be returned to the buyer.



7. PROPERTY LISTED WITH AGENT: If CLIENT becomes interested in acquiring any property for which AGENT has a listing contract, CLIENT may:
- (1) Elect customer status as to the property for which there is a conflict; or
 - (2) Terminate this contract as to the property for which there is a conflict; or
 - (3) With knowledge and informed consent in writing both CLIENT and Seller, CLIENT may agree to dual agency. CLIENT understands that in such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the CLIENT and Seller and that by consenting to the dual agency relationship, CLIENT and Seller are giving up the right to undivided loyalty.
8. OTHER POTENTIAL BUYERS: Buyer understands that other potential buyers have entered or may enter into similar agency contracts with Broker which may involve the purchase or lease, through Broker, of the same or similar property or properties as Buyer is attempting to purchase or lease. Buyer consents to Broker's representation of such other buyers to the extent permitted by law.
9. NONDISCRIMINATION: Broker and Buyer agree that all actions carried out under this Agreement shall be in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, creed, color, religion, national origin, sex, familial status, marital status, age or disabilities.
10. RESPONSIBILITY OF BUYER(S) UNDER THIS CONTRACT: All Buyers to be named on a purchase and sale contract must sign this contract. If more than one person signs this contract as Buyer, each person is fully responsible for keeping the promises made by the Buyer.
11. RENEWAL AND MODIFICATION OF CONTRACT: Buyer may extend the life of this Agreement by signing a Renewal Agreement. All changes or modifications to the provisions of this agreement must be made in writing and signed by Buyer(s) and Broker.
12. PROFESSIONAL COUNSEL: Broker hereby recommends that Buyer seek legal, tax, property financing, property inspection, appraisal, environmental engineering and other professional advice (if appropriate) relating to any proposed transaction. Buyer agrees that Buyer will not rely on Broker for such professional advice nor rely on Broker for payment of such services.
13. OTHER:
- _____
- _____
14. ENTIRE AGREEMENT AND ASSIGNABILITY: This Agreement constitutes the complete Agreement between Broker and Buyer relating to the exclusive agency of Broker for Buyer. No modification of any terms of this Agreement shall be valid or binding unless such modification is in writing and signed by Buyer and Broker. This Agreement is not assignable without written approval of Buyer and Broker.

In consideration of the above, Buyer and Broker accept this Agreement and agree to its terms and conditions.

BUYER _____	EMPIRE REALTY GROUP, BROKER
BUYER _____	AGENT _____
DATE _____	DATE _____



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by _____ of _____
(Print Name of Licensee) *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

☐ Seller as a *(check relationship below)*
☐ Seller's Agent
☐ Broker's Agent

☐ Buyer as a *(check relationship below)*
☐ Buyer's Agent
☐ Broker's Agent

☐ Dual Agent
☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☐ Buyer(s) and/or ☐ Seller(s):

Date: _____

Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website
https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by _____ (print name of Real Estate Salesperson/
Broker) of _____ (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.