



**Michigan Realtors®**  
**Amendment to Exclusive Buyer Agency Contract**  
**(For use with Michigan Realtors® Forms J and JJ only.)**

Exclusive Buyer Agency Contract Date: \_\_\_\_\_

Brokerage Firm: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date of Amendment: \_\_\_\_\_

**Buyer and Brokerage Firm ("Brokerage Firm") agree that the Existing Exclusive Buyer Agency Contract ("Buyer Agency Contract") described above shall be amended as follows:**

1. **COMPENSATION OF BROKER: Brokerage Firm's fee for services rendered is not set by law and is fully negotiable.** Broker may not receive compensation for brokerage services provided to Buyer from any source that exceeds the amount agreed upon herein or in a subsequent written agreement between Broker and Buyer. In consideration for the services to be performed under the agreement, Buyer agrees to pay Broker as follows (check as applicable):

**Retainer Fee.** Buyer will pay Broker a non-refundable Retainer Fee of \$\_\_\_\_\_, due and payable upon execution of this agreement. The Retainer Fee shall be applied against any commission owed to Broker.

**Hourly Fee.** Buyer will pay Broker an Hourly Fee of \$\_\_\_\_\_ for services performed under this agreement due and payable upon receipt of invoice(s) from Broker. The Hourly Fee shall be applied against any commission owed to Broker.

**Flat Fee.** In the event Buyer contracts to purchase the Desired Property, Buyer will pay Broker a Flat Fee equal to \$\_\_\_\_\_. The Flat Fee is due and payable upon closing; provided, however, that if the transaction does not close because of any default on the part of the Buyer, the Flat Fee shall become immediately due and payable. The Flat Fee obligation shall apply to any purchase agreements executed during the term of this agreement, or during any extension of this agreement. The Flat Fee obligation will also apply to purchase agreements executed within \_\_\_\_\_ months after the expiration or other termination of this agreement, if the property acquired was presented to Buyer during the term of this agreement.

**Commission.** In the event Buyer contracts to purchase the Desired Property, Buyer will pay Broker a fee equal to \$\_\_\_\_\_ and a Commission equal to \_\_\_\_\_% of the purchase price. The Commission is due and payable upon closing; provided however, that if the transaction does not close because of any default on the part of the Buyer, the Commission shall become immediately due and payable. The Commission obligation shall apply to any purchase agreements executed during the term of this agreement, or during any extension of this agreement. The Commission obligation will also apply to purchase agreements executed within \_\_\_\_\_ months after the expiration or other termination of this agreement, if the property acquired was presented to Buyer during the term of this agreement.

2. **COMPENSATION CREDIT:** Buyer will receive a credit against any amount owed pursuant to paragraph 1 above for any commission paid to Broker by the seller or the seller's listing broker.
3. All other terms of the Buyer Agency Contract not expressly changed above shall remain in full force and effect.
4. Buyer has read this amendment and acknowledges receipt of a completed copy of this amendment.

Accepted by:

\_\_\_\_\_  
(REALTOR®)

\_\_\_\_\_  
(Buyer)

For:

\_\_\_\_\_  
(Brokerage Firm)

\_\_\_\_\_  
(Buyer)

**Disclaimer:** This form is provided as a service of the Michigan REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.