



BUYER BROKER AGREEMENT OF REPRESENTATION

The parties to this Agreement of Representation,
_____, hereinafter referred to as "Buyer", and WineryX Real Estate,
hereinafter referred to as "Agent" agree to the following:

1. Buyer authorizes Agent to exclusively represent his/her interests in the acquisition of a winery and/or vineyard located in Napa county during the timeframe set forth in Paragraph 10 of this Agreement.
2. Buyer and Agent acknowledge that, unless previously agreed in writing, Agent's compensation shall come from the Seller's proceeds of most concluded acquisition, based on a pre-arranged commission agreement with the Seller's agent.
3. Buyer and Agent acknowledge that if a Seller and or a Seller's agent is not offering agency compensation, Buyer and Agent agree to negotiate a reasonable compensation, in writing, prior to the pursuit of the opportunity.
4. Buyer acknowledges he/she has not entered into an agreement, formal or otherwise, with another agent to represent his/her interest to purchase a Napa County winery and/or vineyard.
5. Buyer acknowledges and agrees that Agent may also act as the listing agent for the Seller and agrees to dual agency, on a per project basis, and that Agent shall present to Buyer in writing that a dual agency relationship exists or could potentially exist.
6. Buyer acknowledges and agrees that if Agent is also acting as the listing agent, fiduciary duty requires that Agent expose the property to other potential buyers until the property is sold.
7. In the case of a dual agency, Buyer acknowledges and agrees that Agent may not under any circumstances reveal to the Seller what the Buyer will pay for the property, nor reveal to the Buyer what the Seller will take for the property.
8. Buyer and Seller agree this Agreement of Representation shall begin on _____, and shall expire no later than one year from this date. Renewal or extension of this Agreement must be in writing.
9. Buyer and Agent acknowledge and agree that this Agreement may be cancelled in writing by either party, however, the terms of Paragraph 10 shall remain in effect for 120 days from the date of cancellation.
10. Buyer acknowledges and agrees that if Buyer purchases a property, of which Agent was procuring cause during the timeframe of this Agreement, within 120 days from this expiration date, Agent shall receive any/all compensation from the transaction intended for a Buyer's agent.

Signatures of the Parties

BUYER

DATE

AGENT

DATE

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