

Buyer  has OR  has not, entered into a Buyer Representation Agreement with another Broker.

Buyer Initials

Buyer Initials

**Agency Relationships:** Disclosure: Buyer acknowledges receipt of the attached "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).

**Right to Represent:**

("Buyer") \_\_\_\_\_ grants

("Agent") \_\_\_\_\_

("Broker") \_\_\_\_\_ the exclusive right to assist the Buyer in the purchase of a property or properties.

Broker agrees to use Due Diligence and Best Efforts to assist Buyer in their property search and purchase. Buyer is aware and agrees that Broker may represent one or more parties that may be interested in similar or the same property as Buyer.

**Representation Period:** From \_\_\_\_\_ to \_\_\_\_\_ (Not to exceed 3 months).

**General Description and Location of Properties:**

Specific Address: \_\_\_\_\_

Cities and or Counties: \_\_\_\_\_

Property Type and General Description: \_\_\_\_\_

Excluded Properties: \_\_\_\_\_

**Notice: The amount or rate of real estate commission is not fixed by law. They are set by each Broker individually and are fully negotiable between Buyer and Broker.**

**Buyer Agrees to Pay Broker:**

% or \$ \_\_\_\_\_ of the purchase price plus \$ \_\_\_\_\_ Transaction Coordination Fee. The Broker is entitled to the agreed upon compensation if the Buyer acquires any property (not excluded) during the representation period or any extension, thereof. Any compensation paid by seller shall be a credit against the amount owed by buyer to Broker. In no event will the compensation received by Broker from all sources exceed the amount specified above.

**The Buyer may choose how to pay the Broker's compensation as follows (check applicable boxes):**

In Escrow, by check or wire delivered to the escrow holder prior to the closing date of any property acquired under this agreement.

Buyer instructs Broker to request seller pay Buyer's Broker compensation in every offer.

**Cancellation Rights:**

Either party (Broker or Buyer) may cancel this Agreement with \_\_\_\_\_ days written notice to Buyer or Broker.

**Continued Right to Payment:**

If, within \_\_\_\_\_ days after the end of this agreement, the Buyer purchases any property that the Broker introduced to the Buyer during the term of this agreement, the Buyer agrees to pay the Broker the compensation specified above. Broker to supply a list of properties to buyer within 5 days of the date of termination of this agreement.

**Attorney Fees Clause:**

In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and cost. Buyer and Broker further agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided among the parties involved.

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_