## CALIFORNIA ASSOCIATION OF REALTORS® BUYER REPRESENTATION AGREEMENT - EXCLUSIVE (C.A.R. Form BRE, Revised 4/13)

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	resulting transaction, Broker will be the exclusive agent of Buyer and not a dual agent also representing Seller.										acko offoro on or						
		D. OTHER POTENTIAL BUYERS: Buyer understands that other potential buyers may, through Broker, consider, make offers or acquire the same or similar properties as those Buyer is seeking to acquire. Buyer consents to Broker's representation.															
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		confirm the agency relationship described above, or as modified, in writing, prior to or coincident with Buyer's execution of								s execution of a							
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		ndividually and may be negotiable between Buyer and Broker (real estate commissions include all															
		compensation and fees to Broker).  Buyer agrees to pay to Broker, irrespective of agency relationship(s), as follows:															
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On Demand Realty,460 Center Street #6641 Moraga,CA 94570

B.	COMPENSATION PAYMENTS AND CREDITS: Buyer is responsible for payment of compensation provided for in this Agreement. However, if anyone other than Buyer compensates Broker for services covered by this Agreement, that amount shall be credited toward Buyer's obligation to pay compensation. If the amount of compensation Broker receives from anyone other than Buyer exceeds Buyer's obligation, the excess amount shall be disclosed to Buyer and if allowed by law
C.	paid to Broker, or (if checked) credited to Buyer, or other BROKER RIGHT TO COMPENSATION: Broker shall be entitled to the compensation provided for in paragraph 3A:  (1) If during the Representation Period, or any extension thereof, Buyer enters into an agreement to acquire property described in paragraph 1A, on terms acceptable to Buyer provided Seller completes the transaction or is prevented from doing so by Buyer. (Broker shall be entitled to compensation whether any escrow resulting from such agreement closes during or after the expiration of the Representation Period.)
	(2) If, within calendar days after expiration of the Representation Period or any extension thereof, Buyer enters into an agreement to acquire property described in paragraph 1, which property Broker introduced to Buyer, or for which Broker acted on Buyer's behalf. The obligation to pay compensation pursuant to this paragraph shall arise only if, prior to or within 3 (or) calendar days after expiration of this Agreement or any extension thereof, Broker gives Buyer a written notice of those properties which Broker introduced to Buyer, or for which Broker acted on Buyer's behalf.
D.	TIMING OF COMPENSATION: Compensation is payable:  (1) Upon completion of any resulting transaction, and if an escrow is used, through escrow.
	(2) If acquisition is prevented by default of Buyer, upon Buyer's default. (3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in paragraph 3A, after first deducting the unreimbursed payments, credits and expenses of collection, if any.
E.	Buyer hereby irrevocably assigns to Broker the compensation provided for in paragraph 3A from Buyer's funds and proceeds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Buyer and a seller or other transferor.
F.	"BUYER" includes any person or entity, other than Broker, related to Buyer or who in any manner acts on Buyer's behalf to
G.	acquire property described in paragraph <b>1A</b> .  (1) Buyer has not previously entered into a representation agreement with another broker regarding property described in paragraph <b>1A</b> , unless specified as follows (name other broker here):
	(2) Buyer warrants that Buyer has no obligation to pay compensation to any other broker regarding property described in
IN <sup>.</sup>	paragraph <b>1A</b> , unless Buyer acquires the following property(ies):
the the so ac ac	em may have been marketed through a "virtual tour" on the Internet, permitting potential buyers to view properties over a Internet, or that the properties may have been the subject of comments or opinions of value by others on Internet blogs or other cial media sites; (ii) neither the service provider(s) nor Broker has control over who will obtain access to such services or what tion such persons might take; and (iii) Broker has no control over how long the information concerning the properties will be ailable on the Internet or social media sites.
	Buyer authorizes Broker to: (i) locate and present selected properties to Buyer, present offers authorized by Buyer, and assist Buyer in negotiating for acceptance of such offers; (ii) assist Buyer with the financing process, including obtaining loan pre-qualification; (iii) upon request, provide Buyer with a list of professionals or vendors who perform the services described in the attached Buyer's Inspection Advisory; (iv) order reports, and schedule and attend meetings and appointments with professionals chosen by Buyer; (v) provide guidance to help Buyer with the acquisition of property; and (vi) obtain a credit report on Buyer.
B.	For property transactions of which Broker is aware and not precluded from participating in by Buyer, Broker shall provide and review forms to create a property contract ("Property Contract") for the acquisition of a specific property ("Property"). With respect to such Property, Broker shall: (i) if the Property contains residential property with one to four dwelling units, conduct a reasonably competent and diligent on-site visual inspection of the accessible areas of the Property (excluding any common areas), and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this
	inspection; (ii) deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker below during the Representation Period; and (iii) facilitate the escrow process, including assisting Buyer in negotiating with Seller. Unless otherwise specified in writing, any information provided through Broker in the course of representing Buyer has not been and will not be verified by Broker. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.
	Buyer's Initials () ()

Date:



5.

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

Reviewed by \_

Βι	ıyer:	Date:
6.	SCOPE OF BROKER DUTY:  A. While Broker will perform the duties described in paragraph 6B, Brok described in the attached Buyer's Inspection Advisory, to investigate surveys, reports, studies and other available information ("Inspect Inspections, to the extent they exceed the obligations described in paragraph 6B. Broker in the survey of	e the Property through inspections, investigations, tests, ions") during the transaction. Buyer agrees that these aragraph 6B, are not within the scope of Broker's agency
	duties. Broker informs Buyer that it is in Buyer's best interest to obtain  B. Buyer acknowledges and agrees that Broker: (i) does not decide what not guarantee the condition of the Property; (iii) does not guarantee the condition of the Property; (iii) does not guarantee the condition of the Property; (iii) does not guarantee the condition of the Property; (v) shall inspection of common areas or offsite areas of the Property; (v) shall in common areas or offsite unless such defects are visually observable. Property or are known to Broker; (vi) shall not be responsible for inspect of the Property; (vii) shall not be responsible for identifying the local shall not be responsible for verifying square footage, representations. Multiple Listing Service, advertisements, flyers or other promotional matax advice regarding any aspect of a transaction entered into by Buyer other advice or information that exceeds the knowledge, education activity. Buyer agrees to seek legal, tax, insurance, title and other desired. Broker owes no duty to inspect for common environmental hazards, etc.  Broker owes no duty to inspect for common environmental hazards. A Guide Homeowner's Guide to Earthquake Safety," or "The Commercial Proare deemed adequate to inform Buyer regarding the information con above, Broker is not required to provide Buyer with additional information.	t price Buyer should pay or Seller should accept; (ii) does antee the performance, adequacy or completeness of or others; (iv) does not have an obligation to conduct an not be responsible for identifying defects on the Property, le by an inspection of reasonably accessible areas of the ecting public records or permits concerning the title or use tion of boundary lines or other items affecting title; (viii) of others or information contained in Investigation reports, naterial; (ix) shall not be responsible for providing legal or er or Seller; and (x) shall not be responsible for providing and experience required to perform real estate licensed red assistance from appropriate professionals. arthquake weaknesses, or geologic and seismic hazards, or for Homeowners, Buyers, Landlords and Tenants," "The perty Owner's Guide to Earthquake Safety," the booklets tained in the booklets and, other than as specified in 6B
7.	BUYER OBLIGATIONS:  A. Buyer agrees to timely view and consider properties selected by Bro Buyer further agrees to act in good faith toward the completion of a	oker and to negotiate in good faith to acquire a property.
	personal and financial information to Broker to assure Buyer's ability fails to provide such information, or if Buyer does not qualify financi Broker may cancel this Agreement in writing. Buyer has an affirmatiscovery of the legal, practical and technical implications of discovery facts which are known to Buyer or are within the diligent attention and read all documents provided to Buyer. Buyer agrees to seek desired Buyer, such as those referenced in the attached Buyer's Inspection Ad B. Buyer shall notify Broker in writing (C.A.R. Form BMI) of any material	to acquire property described in paragraph 1A. If Buyer ally to acquire property described in paragraph 1A, then ative duty to take steps to protect him/herself, including ed or disclosed facts, and investigation of information and disconsistance from appropriate professionals, selected by visory.
	for information on, or concerns regarding, any particular area of interest.  C. Buyer agrees to: (i) indemnify, defend and hold Broker harmless and attorney fees arising from any incorrect information supplifails to disclose in writing to Broker; and (ii) pay for reports, Inspibehalf.	st or importance to Buyer ("Material Issues").  from all claims, disputes, litigation, judgments, costs ed by Buyer, or from any Material Issues that Buyer
8.	<ul> <li>D. Buyer is advised to read the attached Buyer's Inspection Advisory for Inspections or investigation by Buyer or other professionals.</li> <li>OTHER TERMS AND CONDITIONS: The following disclosures or addended A.</li></ul>	
	B. Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) C.	
9.	ATTORNEY FEES: In any action, proceeding or arbitration between Buye under this Agreement, the prevailing Buyer or Broker shall be entitled to recommend the prevailing Buyer or Broker shall be entitled to recommend the prevail of t	
10	paragraph 11A.  ENTIRE AGREEMENT: All understandings between the parties are inco parties as a final, complete and exclusive expression of their agreem contradicted by evidence of any prior agreement or contemporaneous amended, modified, altered or changed, except in writing signed by Bragreement is held to be ineffective or invalid, the remaining provision Agreement and any supplement, addendum or modification, including armay be signed in two or more counterparts, all of which shall constitute on	ent with respect to its subject matter, and may not be oral agreement. This Agreement may not be extended, uyer and Broker. In the event that any provision of this is will nevertheless be given full force and effect. This my copy, whether by copier, facsimile, NCR or electronic,
		Buyer's Initials () ()
		Reviewed by Date



Buyer:	11. DISPUTE RESOLUTION:		Data
A, MEDIATION: Buyer and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or a resulting transaction, before resorting to arbitration or court action, subject to paragraph 11B(2) below. Paragraph 11B(2) below papiles whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the participation of participation			Date
shall be decided by neutral, binding arbitration, including and subject to paragraph 11B(2) below. The arbitrator shabe a retirred judge or justice, or an attorney with at least five years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive Californ law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In a other respects, the arbitration shall be conducted in accordance with Title 9 of Part III, of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.  (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation are arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgag or installment land sale contract as defined in California Civil Code §2985; (ii) an unlawful detainer action; (iii) the filir or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims a bankruptcy court. The filling of a court action to enable the recording of a notice of pending action, for order attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation are arbitration provisions.  "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUT ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDE BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW. YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BYOU CO	resulting transaction, before reso applies whether or not the arbitr involved. If, for any dispute or claresolve the matter through media to recover attorney's fees, ever PROVISION APPLIES WHETHE  B. ARBITRATION OF DISPUTES:	orting to arbitration or court action, subject ration provision is initialed. Mediation fees aim to which this paragraph applies, any pation, or refuses to mediate after a request if they would otherwise be available to ER OR NOT THE ARBITRATION PROVISION (1) Buyer and Broker agree that any described in the country of t	to paragraph 11B(2) below. Paragraph 11B(2) below is, if any, shall be divided equally among the parties party commences an action without first attempting to that been made, then that party shall not be entitled to that party in any such action. THIS MEDIATION ON IS INITIALED.  ispute or claim in Law or equity arising between
Buyer's Initials/ Broker's Initials/	shall be decided by neutral, bi be a retired judge or justice, or parties mutually agree to a did law. The parties shall have the other respects, the arbitration Procedure. Judgment upon the of this Agreement to arbitrate s (2) EXCLUSIONS FROM MEDI arbitration: (i) a judicial or non or installment land sale contrator enforcement of a mechanic bankruptcy court. The filing of attachment, receivership, injurtation provisions.  "NOTICE: BY INITIALIN ARISING OUT OF THE MATE BY NEUTRAL ARBITRATION MIGHT POSSESS TO HAVE SPACE BELOW YOU ARE	inding arbitration, including and subject an attorney with at least five years of ifferent arbitrator, who shall render an eright to discovery in accordance with a shall be conducted in accordance with a shall be conducted in accordance with a shall be governed by the Federal Arbitra IATION AND ARBITRATION: The followin-judicial foreclosure or other action or act as defined in California Civil Code §2 c's lien; and (iv) any matter that is with of a court action to enable the recordenction, or other provisional remedies, so IG IN THE SPACE BELOW YOU TTERS INCLUDED IN THE 'ARBITRAN AS PROVIDED BY CALIFORNIA LASTHE DISPUTE LITIGATED IN A COURT GIVING UP YOUR JUDICIAL RIGHT IFICALLY INCLUDED IN THE 'ARBITRAN IFICALLY INCLUDED IN THE 'ARBITRAN IFICALLY INCLUDED IN THE 'ARBITRAN INCLUDED IN TH	et to paragraph 11B(2) below. The arbitrator shall residential real estate law experience, unless the award in accordance with substantive California California Code of Civil Procedure §1283.05. In all a Title 9 of Part III, of the California Code of Civil red in any court having jurisdiction. Interpretation attion Act.  wing matters are excluded from mediation and proceeding to enforce a deed of trust, mortgage 1985; (ii) an unlawful detainer action; (iii) the filing in the jurisdiction of a probate, small claims or ling of a notice of pending action, for order of shall not constitute a waiver of the mediation and ARE AGREEING TO HAVE ANY DISPUTE ATION OF DISPUTES' PROVISION DECIDED AW. YOU ARE GIVING UP ANY RIGHTS YOU URT OR JURY TRIAL. BY INITIALING IN THE TS TO DISCOVERY AND APPEAL, UNLESS TRATION OF DISPUTES' PROVISION. IF YOU
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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Reviewed by \_ Date



В В



## **BUYER'S INSPECTION ADVISORY**

(C.A.R. Form BIA, Revised 11/14)

- 1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
- 2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
- 3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
  - A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
  - B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
  - C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
  - D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
  - E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
  - F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
  - G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
  - H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
  - BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
  - J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements,
  - K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
  - L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below. Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully. Buyer Buyer Real Estate Broker (Firm) BRE License # BRE License # Date

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Reviewed by	Date	

