BUYER BROKERAGE REPRESENTATION AGREEMENT

This agreement is designed to allow a buyer to engage a qualified, licensed professional for the purpose of viewing property, and receiving contract negotiation and advocacy services throughout the entire real estate offer and purchase process, for the types of property described below.

☐ EXCLUSIVE Agreement (NOT working with another agent) ☐ NON-Exclusive Agreement

1. **PROPERTIES**. The undersigned buyer ("Buyer") engages the undersigned brokerage firm ("Broker") to represent Buyer concerning Buyer's purchase of the below-selected real property type(s) situated in the following locations ("Geographic Area"). Any real property introduced to Buyer, by Broker, in the Geographic Area shall be referred to as the "Property."

☐ Residential ☐ Investment ☐ Commercial ☐ Vacant Land ☐ Custom Build Job ☐ New Home

☐ Other: _____

_____

Applicable City(s) _____

_____

Other Description (i.e., geographical area, zip code, single or multiple family, etc.): _____

_____

_____

_____

_____

_____

OR

☐ *CHECK If this Agreement relates only to a specific Property or Properties* - those Property(ies) is/are:

Address: _____

A.P.N. (if known): _____

Address: _____

A.P.N. (if known): _____

[Attach additional sheet if necessary]

2. **LENGTH OF AGREEMENT.** Subject to Section 14, this agreement begins on the date last signed by Buyer and Broker, and automatically ends on _____ (at 11:59 p.m.), or upon the closing of a transaction, whichever is later (the "**Term**").

3. **BUYER BROKER COMPENSATION.** Buyer agrees to pay Broker, as provided below (the "Buyer Broker Compensation") for any Properties involving the Broker's efforts under Section 6. ***The Broker Fee is NOT set by law or by any REALTOR® Association and is fully negotiable.*** The Broker Fee is (*check those that apply*):

☐ ____% of the gross purchase price of the Property (as reflected on the final settlement statement)

☐ Exactly $ _____;

☑ $ 0 _____ (to be paid towards _____)

The Broker Fee is due and payable upon successful closing. If Buyer enters into an agreement to purchase any Property(ies), shown to them by this licensee, within _____days following the expiration or earlier cancellation of this agreement, then Buyer shall pay the Broker Fee to Broker upon closing. The Broker Fee shall be in U.S. currency and paid at the time, and as a condition, of closing. This agreement shall act as escrow instructions for payment of the Broker Fee to Broker. This Section 3 shall survive the expiration or earlier cancellation of this agreement.

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4. COLLECTING BROKER'S FEE FROM THE SELLER. Buyer may choose to negotiate that the Broker Fee be paid, in whole or in part, by the seller as a credit to Buyer at closing and/or by the seller directly to Broker at closing. At Buyer's instruction, Broker will include either or both of these in Buyer's offer to purchase a property, and Broker will help Buyer negotiate these with a seller. Broker will not retain any amount from any source that exceeds the amount agreed above.

5. DISCLOSURES:

a. Buyer understands that depending on the circumstances, it may be necessary or appropriate for Broker to act as an agent of both parties for each such transaction. In such event, Broker will seek Buyers' consent to Broker's representation of additional parties as soon as practicable and will obtain the written "CONSENT TO ACT" form signed by all parties.

b. Buyer consents and acknowledges that OTHER POTENTIAL BUYERS represented by Broker may consider, make offers on or acquire interest in the same or similar properties as Buyer.

6. BROKER'S EFFORTS. Broker will exercise good faith efforts to: (a) locate and present suitable Properties to Buyer; (b) tour and prepare detailed analysis of specific properties per Buyer's request; (c) help Buyer prepare, negotiate, and secure a contract to purchase one or more Properties; (d) cooperate with any real estate licensee working with the seller to facilitate and complete the Buyer's purchase of the property; and (e) perform other services as needed and requested by Buyer.

7. BUYER'S REPRESENTATIONS AND DUTIES.

a. BUYER AGREES TO WORK EXCLUSIVELY with Broker and not with any other Broker, unless marked otherwise on pg 1.

b. BUYER AGREES TO FURNISH Broker with all relevant data, records, documents, and other information including loan pre-approval letters and proof of funds to purchase upon request of Broker and authorizes Broker to furnish copies to prospective Sellers, Landlords, Optionors, or Exchangers.

c. BUYER AGREES TO BE AVAILABLE to examine property(s) and responding in a timely manner to communications from Broker.

d. BUYER AGREES TO ACT IN GOOD FAITH to acquire the Property and conduct any and all inspections of the Property that Buyer deems material and/or important.

e. NEW HOMES/ LOT SALES: Some Sellers, (particularly new home subdivisions, open houses and for-sale-by-owner), will not compensate Broker unless Broker makes the first visit with Buyer. If Buyer makes a first visit without Broker, Buyer agrees to compensate Broker as stated in section 3, Broker Fee.

8. FOR BEST EXPERIENCE. Buyer is encouraged to be accompanied by Broker on Buyer's first visit to the Property, and to conduct all negotiations for the Property in good faith, and exclusively through Broker. Buyer understands that signing more than one buyer-broker representation agreement for any overlapping period of time could expose Buyer to liability for paying additional fees. Buyer is not a party to any active, exclusive buyer-broker representation agreements.

Buyer is a party to _____ (insert number) active, non-exclusive buyer brokerage agreements.

9. EQUAL HOUSING OPPORTUNITY: It is the policy of the Broker to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. The Broker has no duty to disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any other home or facility, except that the agent may identify housing facilities meeting the needs of a disabled buyer.

10. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. EFT, ETF, wire transfer, electronic check, direct deposit, etc.) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. Buyer is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be verified. Buyer agrees that, if Buyer uses, or authorizes the use of, electronic transfer of funds in a transaction, Buyer hereby holds the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

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11. NEVADA LAW APPLIES: This Agreement is executed in Nevada, and the laws of the State of Nevada will govern its interpretation and effect. The parties agree that Nevada, and the county in which the Property is located, is the appropriate forum for any arbitration related to this Agreement.

12. AUTHORITY/CAPACITY: Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents. All Buyers executing this Agreement are jointly and severally liable for this performance of all its terms. Buyer's obligations to pay Broker is binding upon Buyer and Buyer's heirs, administrators, executors, successors and assignees.

13. ADDITIONAL TERMS. _____

_____

_____

14. CANCELLATION. Either party may cancel this agreement, effective upon delivery of written notice to the other party, unless Buyer is under contract to purchase the Property.

By signing below, Buyer and Broker agree to the terms set forth in this agreement.

Buyer 1: _____

(Signature) (Typed/Printed Name) (Date) (Time)

_____

(Telephone) (Email)

Buyer 2: _____

(Signature) (Typed/Printed Name) (Date) (Time)

_____

(Telephone) (Email)

Buyer 3: _____

(Signature) (Typed/Printed Name) (Date) (Time)

_____

(Telephone) (Email)

Buyer 4: _____

(Signature) (Typed/Printed Name) (Date) (Time)

_____

(Telephone) (Email)

BROKERAGE:

Designated Licensee: _____ Designated Licensee Number: _____

Telephone: _____ Email: _____

Licensee Signature: _____ Date: _____ Time: _____

Company: _____ Broker Name: _____

Broker License Number: _____

Broker Signature: _____ Date: _____ Time: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

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