

BUYER REPRESENTATION AGREEMENT

Non-Exclusive/Not for Compensation

(C.A.R. Form BRNN, Revised 12/18)

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1.		N-EXCLUSIVE RIGHT TO REPRESENT:("Buyer")				
		nts to ("Broker")				
	beg	ginning on (date) and ending upon (i) written notice by either party or (ii) completion of a resulting				
		nsaction, whichever occurs first ("Representation Period"), the non-exclusive and revocable right, on the terms specified in this				
		reement, to represent Buyer in acquiring real property or a manufactured home as follows:				
		Broker agrees to exercise due diligence and reasonable efforts to fulfill the following authorizations and obligations. Broker will perform its obligations under this Agreement through the individual signing for Broker below or another real estate				
	О.	licensee assigned by Broker, who is either Broker individually or an associate-licensee (an individual licensed as a real estate				
		salesperson or broker who works under Broker's real estate license). Buyer agrees that Broker's duties are limited by the terms				
		of this Agreement, including those limitations set forth in paragraphs 3 and 4.				
	C.	☐ (If checked) PROPERTY TO BE ACQUIRED: (1) Any purchase, lease or other acquisition of any real property or manufactured				
	٠.	home described as				
		Location:				
		Other:				
		Price range: \$ to \$				
OR		(2) The following specified properties only:				
OR		(3) Only the properties identified on the attached list.				
2.		ENCY RELATIONSHIPS:				
	A.	DISCLOSURE: Unless the property being sought is 5 or more residential dwelling units, Buyer acknowledges receipt of the				
	_	"Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) prior to entering into this Agreement.				
	В.	BUYER REPRESENTATION: Broker will represent, as described in this Agreement, Buyer in any resulting transaction.				
	C.	(1) POSSIBLE DUAL AGENCY WITH SELLER: (C(1) APPLIES UNLESS C(2)(i) or (ii) is checked below.)				
		Depending on the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Buyer and a seller, exchange party, or one or more additional parties ("Seller"). Broker shall, as soon as practicable, disclose to Buyer any election				
		to act as a dual agent representing both Buyer and Seller. If Buyer is shown property listed with Broker, Buyer consents to Broker				
		becoming a dual agent representing both Buyer and Seller with respect to those properties. In event of dual agency, Buyer				
		agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential				
		information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining				
		position, or other personal information that may impact price, including the seller's willingness to accept a price less than the				
		listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent				
		is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.				
	OR	(2) SINGLE AGENCY ONLY: (APPLIES ONLY IF (i) or (ii) is checked below.)				
		☐ (i) Broker's firm lists properties for sale: Buyer understands that this election will prevent Broker from showing Buyer				
		those properties that are listed with Broker's firm or from representing Buyer in connection with those properties. In any resulting				
		transaction in which Seller's property is not listed with Broker's firm, Broker will be the exclusive agent of Buyer and not a dual agent also representing Seller.				
	OR	☐ (ii) Broker's firm DOES NOT list property: Entire brokerage firm only represents buyers and does not list property. In any				
	011	resulting transaction, Broker will be the exclusive agent of Buyer and not a dual agent also representing Seller.				
	D.	OTHER POTENTIAL BUYERS: Buyer understands that other potential buyers may, through Broker, consider, make offers on or				
		acquire the same or similar properties as those Buyer is seeking to acquire. Buyer consents to Broker's representation of such				
		other potential buyers before, during and after the term of this Agreement, or any extension thereof.				
	E.	NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms or				
		conditions of Buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such				
		information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real				
	_	estate community, the Listing Agent's marketing strategy and the instructions of the Seller.				
	г.	CONFIRMATION: If the Property includes residential property with one to four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with Buyer's execution of a purchase agreement.				
3.	RD	OKER AUTHORIZATIONS AND OBLIGATIONS:				
Э.		Buyer authorizes Broker to: (i) locate and present selected properties to Buyer, present offers authorized by Buyer, and assist Buyer				
	Α.	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				

3. 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 purchase agreement ("Purchase Agreement") 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 acknowledges receipt of a copy of this page. Buyer's Initials (_____)(_____)

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Buye	ər:		Dat	e:
ı. 9	SCOPE OF BROKER DUTY:			
	A. While Broker will perform the duties described in paragas described in the attached Buyer's Inspection Advisor tests, surveys, reports, studies and other available inform Inspections, to the extent they exceed the obligations deduties. Broker informs Buyer that it is in Buyer's best interest.	ory, to investigate nation ("Inspection escribed in paragnest to obtain such	e the Property through insp is") during the transaction. I aph 3, are not within the so Inspections.	pections, investigations, Buyer agrees that these tope of Broker's agency
	B. Buyer acknowledges and agrees that Broker: (i) does not not guarantee the condition of the Property; (iii) does not generate services, products or repairs provided or made by Seller of common areas or offsite areas of the property; (v) shall rareas or offsite unless such defects are visually observable known to Broker; (vi) shall not be responsible for inspecting shall not be responsible for identifying the location of bour for verifying square footage, representations of others or inadvertisements, flyers or other promotional material; (ix) saspect of a transaction entered into by Buyer or Seller; and that exceeds the knowledge, education and experience relegal, tax, insurance, title and other desired assistance from	guarantee the perfor others; (iv) does not be responsible by an inspection of gubblic records of ondary lines or other information contains hall not be respond (x) shall not be required to perform appropriate pro	ormance, adequacy or comples not have an obligation to defor identifying defects on the of reasonably accessible are repermits concerning the title items affecting title; (viii) ned in Investigation reports, asible for providing legal or the responsible for providing other real estate licensed activity fessionals.	oleteness of inspections, conduct an inspection of the Property, in common as of the Property or are to or use of Property; (vii) shall not be responsible Multiple Listing Service, ax advice regarding any the radvice or information. Buyer agrees to seek
	C. Broker owes no duty to inspect for common environmental If Buyer receives the booklets titled "Environmental Hazar Homeowner's Guide to Earthquake Safety," or "The Comm deemed adequate to inform Buyer regarding the information Broker is not required to provide Buyer with additional informations."	rds: A Guide for H nercial Property Ov on contained in the	lomeowners, Buyers, Landlowner's Guide to Earthquake to booklets and, other than a	ords and Tenants," "The Safety," the booklets are s specified in 3B above,
	A. Buyer agrees to timely view and consider properties select	ed by Broker and t	o negotiate in good faith to a	cquire a property. Buyer
•	further agrees to act in good faith toward the completion of a Within 5 (or) calendar days from the execution information to Broker to assure Buyer's ability to acquire not qualify financially to acquire Property, then Broker make steps to protect him/herself, including discovery of the facts, and investigation of information and facts which are Buyer. Buyer is obligated to and agrees to read all docum appropriate professionals, selected by Buyer, such as the	any Purchase Agrenor of this Agreemen Property. If Buye ay cancel this Agree legal, practical at known to Buyer conts provided to E	eement entered into in furthe t, Buyer shall provide releval fr fails to provide such information reement in writing. Buyer had the technical implications of or are within the diligent atters Buyer. Buyer agrees to seek	rance of this Agreement. In personal and financial mation, or if Buyer does as an affirmative duty to discovered or disclosed intion and observation of desired assistance from
ı	B. Buyer shall notify Broker in writing (C.A.R. Form BMI) of a	ny material issue	to Buyer, such as, but not lir	mited to, Buyer requests
	for information on, or concerns regarding, any particular at C. Buyer agrees to: (i) indemnify, defend and hold Br			
C.	attorney fees and costs arising from any incorrect in	nformation supp	lied by Buyer, or from an	y Material Issues that
	Buyer fails to disclose in writing to Broker, and (ii) pa	ay for reports, In	spections and meetings a	arranged by Broker on
	Buyer's behalf.D. Buyer is advised to read the attached Buyer's Inspection	Advisorv for a lis	t of items and other concer	ns that typically warrant
	Inspections or investigation by Buyer or other professional E. Other Brokers: Buyer represents that Buyer has not entere	ls. ed into an exclusiv		
6. (represent Buyer in acquiring real property or a manufactur OTHER TERMS AND CONDITIONS, The following disclosure A. Buyer's Inspection Advisory (C.A.R. Form BIA-B)		attached:	
	 B. Statewide Buyer and Seller Advisory (C.A.R. Form SB C. Buyers Material Issues (C.A.R. Form BMI) 	SA)		
'. E p k a ii a	ENTIRE AGREEMENT: All understandings between the part parties as a final, complete and exclusive expression of their ago y evidence of any prior agreement or contemporaneous oral altered or changed, except in writing signed by Buyer and Braneffective or invalid, the remaining provisions will nevertheless addendum or modification, including any copy, whether by counterparts, all of which taken together shall constitute one a	reement with resp agreement. This Agroker. In the event s be given full force copier, facsimile,	ect to its subject matter, and greement may not be extend that any provision of this Ase and effect. This Agreeme NCR or electronic, may be	may not be contradicted led, amended, modified, Agreement is held to be ent and any supplement,
	er acknowledges that Buyer has read, understands, received a	a copy of and agre	es to the terms of this Agree	ement.
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