



BUYER REPRESENTATION AGREEMENT - EXCLUSIVE

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

1. EXCLUSIVE RIGHT TO REPRESENT: \_\_\_\_\_ ("Buyer") grants \_\_\_\_\_ ("Broker") beginning on (date) \_\_\_\_\_ and ending at: (i) 11:59 P.M. on (date) \_\_\_\_\_, or (ii) completion of a resulting transaction, whichever occurs first ("Representation Period"), the exclusive and irrevocable right, on the terms specified in this Agreement, to represent Buyer in acquiring real property or a manufactured home as follows:

A. PROPERTY TO BE ACQUIRED:

(1) Any purchase, lease or other acquisition of any real property or manufactured 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.

B. Broker agrees to exercise due diligence and reasonable efforts to fulfill the following authorizations and obligations.

C. Broker will perform its obligations under this Agreement through the individual signing for Broker below or another real estate 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 5 and 6.

2. AGENCY RELATIONSHIPS:

A. DISCLOSURE: Unless the property 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.

B. 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. Buyer's acquisition of a property listed with Broker's firm shall not affect Broker's right to be compensated under paragraph 3. 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 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 Representation Period, 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.

F. CONFIRMATION: Unless the property is for 5 or more residential dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Buyer's execution of a Property Contract (as defined below).

3. COMPENSATION TO BROKER:

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually 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:

A. AMOUNT OF COMPENSATION: (Check (1), (2) or (3). Check only one.)

(1) \_\_\_\_\_ percent of the acquisition price AND \$ \_\_\_\_\_

OR (2) \$ \_\_\_\_\_

OR (3) Pursuant to the compensation schedule attached as an addendum \_\_\_\_\_

Broker Initials (\_\_\_\_)(\_\_\_\_)

Buyer's Initials (\_\_\_\_)(\_\_\_\_)



**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 paid to Broker, or  credited to Buyer, or  other \_\_\_\_\_.

**C. 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 **1A**, 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 acquire property described in paragraph **1A**

**G. (1)** Buyer has not previously entered into a representation agreement with another broker regarding property described in paragraph **1A**, 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 paragraph **1A**, unless Buyer acquires the following property(ies): \_\_\_\_\_

**(3)** If Buyer acquires a property specified in G(2) above during the time Buyer is obligated to compensate another broker, Broker is neither: **(i)** entitled to compensation under this Agreement, nor **(ii)** obligated to represent Buyer in such transaction.

**4. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer acknowledges and agrees that: (i) properties presented to them may have been marketed through a "virtual tour" on the Internet, permitting potential buyers to view properties over the Internet, or that the properties may have been the subject of comments or opinions of value by others on Internet blogs or other social media sites; (ii) neither the service provider(s) nor Broker has control over who will obtain access to such services or what action such persons might take; and (iii) Broker has no control over how long the information concerning the properties will be available on the Internet or social media sites.

**5. BROKER AUTHORIZATIONS AND OBLIGATIONS:**

**A.** 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.

Broker Initials (\_\_\_\_)(\_\_\_\_)

Buyer's Initials (\_\_\_\_)(\_\_\_\_)



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

**6. SCOPE OF BROKER DUTY:**

- A. While Broker will perform the duties described in paragraph 6B, Broker recommends that Buyer select other professionals, as described in the attached Buyer’s Inspection Advisory, to investigate the Property through inspections, investigations, tests, surveys, reports, studies and other available information (“Inspections”) during the transaction. Buyer agrees that these Inspections, to the extent they exceed the obligations described in paragraph 6B, are not within the scope of Broker’s agency duties. Broker informs Buyer that it is in Buyer’s best interest to obtain such Inspections.
- B. Buyer acknowledges and agrees that Broker: **(i)** does not decide what price Buyer should pay or Seller should accept; **(ii)** does not guarantee the condition of the Property; **(iii)** does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** does not have an obligation to conduct an inspection of common areas or offsite areas of the Property; **(v)** shall not be responsible for identifying defects on the Property, in common areas or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** shall not be responsible for inspecting public records or permits concerning the title or use of the Property; **(vii)** shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer agrees to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. Broker owes no duty to inspect for common environmental hazards, earthquake weaknesses, or geologic and seismic hazards. If Buyer receives the booklets titled “Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants,” “The Homeowner’s Guide to Earthquake Safety,” or “The Commercial Property Owner’s Guide to Earthquake Safety,” the booklets are deemed adequate to inform Buyer regarding the information contained in the booklets and, other than as specified in 6B above, Broker is not required to provide Buyer with additional information about the matters described in the booklets.

**7. BUYER OBLIGATIONS:**

- A. Buyer agrees to timely view and consider properties selected by Broker and to negotiate in good faith to acquire a property. Buyer further agrees to act in good faith toward the completion of any Property Contract entered into in furtherance of this Agreement. Within **5 (or  \_\_\_\_\_) calendar days** from the execution of this Agreement, Buyer shall provide relevant personal and financial information to Broker to assure Buyer’s ability to acquire property described in paragraph 1. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire property described in paragraph 1, then Broker may cancel this Agreement in writing. Buyer has an affirmative duty to take steps to protect him/herself, including discovery of the legal, practical and technical implications of discovered or disclosed facts, and investigation of information and facts which are known to Buyer or are within the diligent attention and observation of Buyer. Buyer is obligated, and agrees, to read all documents provided to Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer’s Inspection Advisory.
- B. Buyer shall notify Broker in writing (C.A.R. Form BMI) of any material issue to Buyer, such as, but not limited to, Buyer requests for information on, or concerns regarding, any particular area of interest or importance to Buyer (“Material Issues”).
- C. **Buyer agrees to: (i) indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, costs and attorney fees arising from any incorrect information supplied by Buyer, or from any Material Issues that Buyer fails to disclose in writing to Broker; and (ii) pay for reports, inspections and meetings arranged by Broker on Buyer’s behalf.**
- D. Buyer is advised to read the attached Buyer’s Inspection Advisory for a list of items and other concerns that typically warrant inspections or investigation by Buyer or other professionals.

**8. OTHER TERMS AND CONDITIONS:** The following disclosures or addenda are attached:

- A.  Buyer’s Inspection Advisory (C.A.R. Form BIA-B) \_\_\_\_\_
- B.  Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) \_\_\_\_\_
- C.  \_\_\_\_\_
- D.  \_\_\_\_\_

**9. ATTORNEY FEES:** In any action, proceeding or arbitration between Buyer and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Buyer or Broker shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 11A.

**10. ENTIRE AGREEMENT:** All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any copy, whether by copier, facsimile, NCR or electronic, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Broker Initials (\_\_\_\_)(\_\_\_\_)

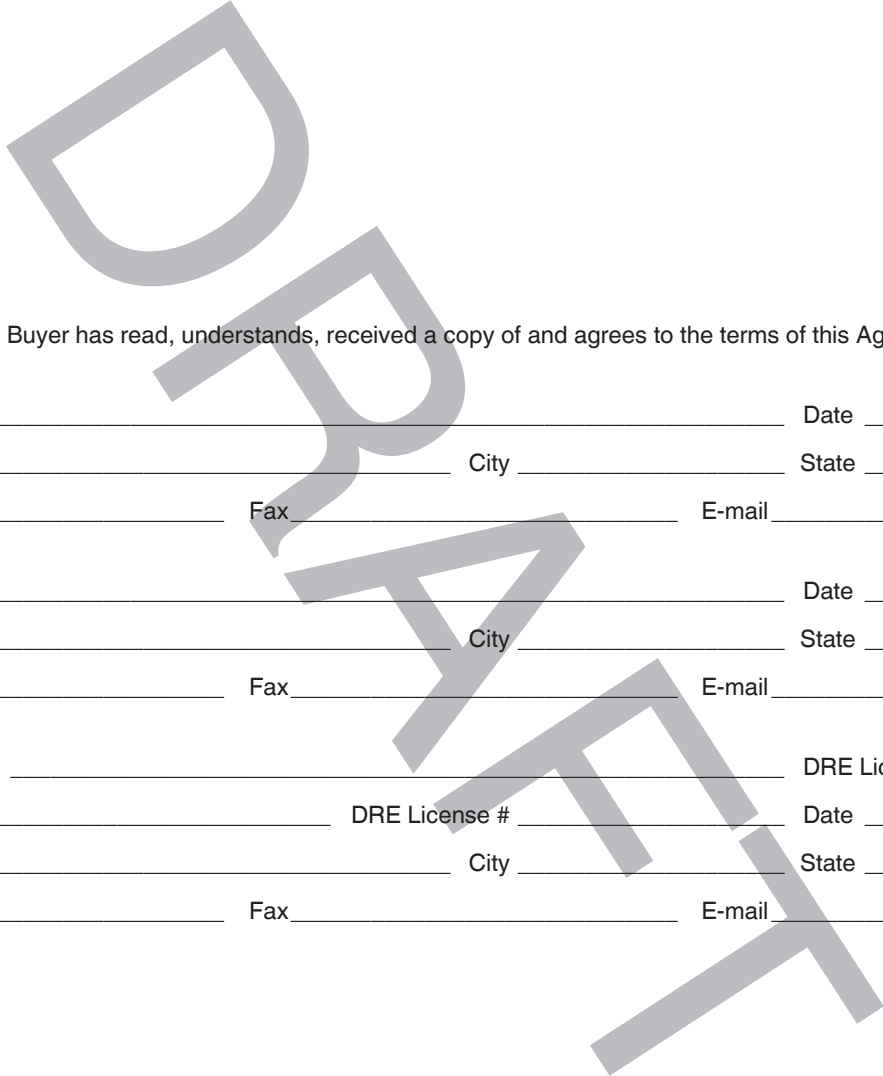
Buyer’s Initials (\_\_\_\_)(\_\_\_\_)



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

**11. DISPUTE RESOLUTION:**

- A. MEDIATION:** Buyer and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay commission under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. Exclusions from the mediation agreement are specified in paragraph 11B.
- B. MEDIATION TERMS:** The following matters are excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provisions.
- C. ADVISORY:** If Buyer and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).



Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_ DRE License # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE License # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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C** Published and Distributed by:  
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