



BUYER REPRESENTATION AGREEMENT Non-Exclusive/Not for Compensation (C.A.R. Form BRNN, Revised 12/18)

- 1. NON-EXCLUSIVE RIGHT TO REPRESENT: grants to beginning on (date) and ending upon (i) written notice by either party or (ii) completion of a resulting transaction... A. Broker agrees to exercise due diligence... B. Broker will perform its obligations... C. (If checked) PROPERTY TO BE ACQUIRED: (1) Any purchase, lease or other acquisition... OR (2) The following specified properties only: OR (3) Only the properties identified on the attached list.

- 2. AGENCY RELATIONSHIPS: A. DISCLOSURE: Unless the property being sought is 5 or more residential dwelling units... B. BUYER REPRESENTATION: Broker will represent... C. (1) POSSIBLE DUAL AGENCY WITH SELLER: (C(1) APPLIES UNLESS C(2)(i) or (ii) is checked below.)... OR (2) SINGLE AGENCY ONLY: (APPLIES ONLY IF (i) or (ii) is checked below.) (i) Broker's firm lists properties for sale... (ii) Broker's firm DOES NOT list property... D. OTHER POTENTIAL BUYERS: Buyer understands that other potential buyers may... E. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose... F. CONFIRMATION: If the Property includes residential property with one to four dwelling units...

- 3. BROKER AUTHORIZATIONS AND OBLIGATIONS: A. Buyer authorizes Broker to: (i) locate and present selected properties to Buyer... (ii) assist Buyer with the financing process... (iii) upon request, provide Buyer with a list of professionals or vendors... (iv) order reports... (v) provide guidance to help Buyer with the acquisition of property... (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 purchase agreement ("Purchase Agreement") for the acquisition of a specific property ("Property").

Buyer acknowledges receipt of a copy of this page. Buyer's Initials () ()



4. SCOPE OF BROKER DUTY:

- A. While Broker will perform the duties described in paragraph 3, 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 3, 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 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 3B above, Broker is not required to provide Buyer with additional information about the matters described in the booklets.

5. 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 Purchase Agreement 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. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, 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 to 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, attorney fees and costs 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.
- E. Other Brokers: Buyer represents that Buyer has not entered into an exclusive representation agreement with another broker to a represent Buyer in acquiring real property or a manufactured home.

6. 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. Buyers Material Issues (C.A.R. Form BMI)
- D. _____

7. 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 taken together shall constitute one and the same writing.

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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