



BUYER REPRESENTATION AGREEMENT
Non-Exclusive/Not for Compensation
(C.A.R. Form BRNN, Revised 6/21)

1. NON-EXCLUSIVE RIGHT TO REPRESENT: \_\_\_\_\_ ("Buyer")
grants to \_\_\_\_\_ ("Broker")

beginning on (date) \_\_\_\_\_ and ending upon (i) written notice by either party or (ii) completion of a resulting transaction, whichever occurs first ("Representation Period"), the non-exclusive and revocable right, on the terms specified in this Agreement, to represent Buyer in acquiring real property or a manufactured home:

- A. Broker agrees to exercise due diligence and reasonable efforts to fulfill the following authorizations and obligations.
B. 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 3 and 4.

C. [ ] (If checked) 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.

2. AGENCY RELATIONSHIPS:

A. DISCLOSURE: 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: (i) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the price offered; (ii) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell property at a price less than the listing price; and (iii) other than as set forth in (i) and (ii) 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 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.

F. 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. DISCLOSURE OF ANTICIPATED AND ACTUAL COMPENSATION FROM OTHERS: Broker will disclose Broker's expected compensation on a property to Buyer, by providing Buyer with a copy of the MLS listing showing the cooperating compensation offered to Broker, or through a separate document, such as [Anticipated] [Buyer] Broker Compensation Disclosure (C.A.R. Form [A] [B]BCD) \*\*prior to showing the property\*\* \*\*prior to writing an offer on the property\*\*. \*\*Broker will disclose the final compensation Broker receives from anyone other than Buyer after receipt.\*\*

4. 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.

Buyer acknowledges receipt of a copy of this page.

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



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

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

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"). 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.

**5. SCOPE OF BROKER DUTY:**

- A. While Broker will perform the duties described in paragraph 4B, 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 4B, 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 4B above, Broker is not required to provide Buyer with additional information about the matters described in the booklets.

**6. 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 represent Buyer in acquiring real property or a manufactured home.

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

- A.  Buyer's Inspection Advisory (C.A.R. Form BIA) \_\_\_\_\_
- B.  Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) \_\_\_\_\_
- C.  Buyers Material Issues (C.A.R. Form BMI) \_\_\_\_\_
- D.  \_\_\_\_\_

**8. 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.

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



**9. 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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