

BUYER REPRESENTATION AGREEMENT

Form 507

1 **Buyer 1** _____, **Buyer 2** _____
2 Hereinafter "Buyer"

3 **Hereby Elects**
4 (Brokerage) _____ "Broker"
5 (collectively "parties") as their exclusive representative for the acquisition of real property.

6 **REPRESENTATION PERIOD:** shall begin and end on the period below.
7 Period cannot exceed three months.

8 **START DATE:** _____ to **END DATE** _____

9 **For Real Property Located in any of the following:**

10 **City or Cities** _____

11 **County or Counties** _____

12 **Specifically** _____

13 **Notice: The amount or rate of real estate compensation is not fixed by law. They are set by each**
14 **broker individually and may be negotiable between the buyer and broker.**

15 **COMPENSATION for such broker representation shall be (choose one):**

16 (1) _____% of the sales price.

17 OR

18 (2) A flat fee of \$ _____.

19 OR

20 (3) _____% of the sales price AND a flat fee of \$ _____.

21 OR

22 (4) _____

23 **ADDITIONAL TERMS** _____

24 _____

25 _____

26 **REPRESENTATION PERIOD:** Buyer hereby agrees to enter into an exclusive relationship with the
27 Broker that shall begin upon execution of this form and end no later than three (3) months from the date
28 of execution. This agreement cannot automatically renew. Any renewal must be in writing, dated, and
29 signed by both parties, with a maximum term of three (3) months per renewal. If an active transaction
30 initiated during the representation period extends beyond the expiration date, the terms of this
31 agreement shall remain in full force and effect until the transaction is successfully completed.

32 **EXECUTION:** This agreement must be executed by both parties as soon as practicable, but no later
33 than the execution of the Buyer's offer to purchase real property

34 **COMPENSATION TERMS:** Compensation is due to Broker upon the successful completion of a
35 purchase transaction defined as the buyer being recorded as the new owner of record.

Buyer Initials [_____] [_____]

Broker Initials [_____] [_____]

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Form 507

Any compensation paid to the Broker from the seller or any other party related to the transaction shall be deducted from the amount due from the buyer as stipulated in this agreement. Buyer is

obligated to the compensate Broker upon successful completion of any transaction that begins during the representation period or subject to the terms of this agreement, notwithstanding whether the broker participated.

BROKER DUTY: Broker agrees to provide services including but not limited to: assisting Buyer in identifying suitable properties; scheduling and attending property showings; advising Buyer on market conditions; preparing and submitting offers.

DISCLOSURE FORM: Prior to the execution of this agreement, the Broker shall provide Buyer with the disclosure form required under California Civil Code Section 2079.14, as applicable.

TERMINATION: This agreement may be terminated prior to the expiration date by mutual written consent or for cause, which includes failure of either party to fulfill their obligations under this agreement.

PROTECTION PERIOD: If the Buyer completes a transaction on any property in which the Broker conducted broker duties during the representation period, including but not limited to showing the property, preparing offers, or facilitating communication with the seller or seller’s agent, within 30 (or _____) days following the expiration or early termination of this agreement, the terms of this agreement shall extend for the duration of such transaction, and compensation shall be due to the Broker upon its successful completion. Within five (5) days of expiration or early termination, the Broker shall furnish the Buyer with a written list of properties where broker duties were performed during the representation period.

DISPUTE RESOLUTION

The venue for any disputes relating to or arising from the contract will be in the county where the property is located or in another location agreed upon by the parties.

When a legal action arises from the agreement the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

MEDIATION: If a dispute arises from this agreement and parties are unable to resolve their dispute then both parties agree to seek mediation prior to filing a lawsuit or seeking a legal action against each other. The mediator should be a neutral third-party that is mutually agreed upon and chosen between both parties. If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs, even when otherwise entitled.

Parties agree to first seek mediation as a resolution for any disputes or potential legal claims against broker(s), provided that broker(s) also agree, in writing, to attend mediation.

Buyer Initials [] []

Form 507

Broker Initials [] []



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Form 507

ARBITRATION: If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. The arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. An award of arbitration may be confirmed in a court of competent jurisdiction. **Both parties must initial inside this box in order to elect this arbitration clause.** By initialing the spaces provided both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney fees and court costs, even when otherwise entitled.

INITIAL HERE: Buyer Initials () () Broker Initials () ()

Buyer(s) understand(s) and agree(s) to the compensation terms and acknowledge(s) receipt of this document.

Buyer 1 _____
Print Name Signature Date

Address _____

Telephone _____ Email _____

Buyer 2 _____
Print Name Signature Date

Address _____

Telephone _____ Email _____

BROKER

Brokerage Name _____ Lic.# _____

Print Agent Name Agent Signature Date Lic.#

Address _____

Telephone _____ Email _____

