

**BUYER REPRESENTATION AGREEMENT**

Form 500

1 Buyer 1 \_\_\_\_\_, Buyer 2 \_\_\_\_\_

2 Hereinafter "Buyer"

3 **Hereby Appoints**

4 **(Brokerage)** \_\_\_\_\_ **Broker**

5 (collectively "parties") as Buyer's exclusive representative for the acquisition of real property.

6 **BUYER TYPE:** Buyer is:  an individual/natural person; OR  an entity: corporation, LLC,  
7 trust, or partnership.

8 **REPRESENTATION PERIOD:** shall begin and end on the period below.

9 For a Buyer who is not a corporation, LLC, or partnership, the period cannot exceed three (3)  
10 months from the date this agreement is made.

11 **START DATE:** \_\_\_\_\_ **to END DATE** \_\_\_\_\_

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

13 **City(ies)** \_\_\_\_\_

14 **County(ies):** \_\_\_\_\_

15 **Other:** \_\_\_\_\_

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

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

19 (1) \_\_\_\_\_ % of the acquisition price.

20 **OR**

21 (2) A flat fee of \$ \_\_\_\_\_.

22 **OR**

23 (3) \_\_\_\_\_ % of the acquisition price **AND** a flat fee of \$ \_\_\_\_\_.

24 **OR**

25 (4) \_\_\_\_\_

26 **ADDITIONAL TERMS** \_\_\_\_\_

27 \_\_\_\_\_

28 \_\_\_\_\_

29 \_\_\_\_\_

30 **TYPE OF REPRESENTATION:** This Agreement is:

31  **Exclusive;**  **Non-Exclusive**

32 If neither box is checked, this Agreement shall be Exclusive.

Buyer Initials [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]

Broker/Agent Initials [ \_\_\_\_\_ ]

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33 **REPRESENTATION PERIOD:** Buyer hereby agrees to enter into the representation relationship  
34 selected above with Broker during the representation period stated above. This Agreement  
35 cannot automatically renew. Any renewal must be in writing, dated, and signed by both Buyer  
36 and Broker. For a Buyer who is not a corporation, LLC, or partnership, the original representation  
37 period and any renewal period may not exceed three (3) months. Broker’s compensation rights  
38 and transaction-related obligations for any contract entered into during the representation period  
39 shall survive expiration or cancellation of this Agreement until that transaction is completed,  
40 cancelled, or otherwise terminated.

41 **EXECUTION:** This agreement must be executed by both parties as soon as practicable, but no  
42 later than the execution of Buyer's offer to purchase real property. Buyer acknowledges that  
43 Broker should obtain a signed buyer-broker representation agreement before Broker or an  
44 affiliated licensee shows Buyer property in person or virtually, unless doing so is not practicable.

45 **COMPENSATION TERMS:** Compensation is due to Broker upon the successful completion of  
46 a purchase transaction, including close of escrow and/or Buyer being recorded as the new owner  
47 of record. Buyer is obligated to compensate Broker if, during the representation period, Buyer  
48 enters into a contract to acquire Property covered by this Agreement and the transaction is  
49 completed, or completion is prevented by Buyer’s default.

50 If this Agreement is **Exclusive**, Broker’s right to compensation applies whether or not Broker  
51 participated in the specific property acquisition.

52 If this Agreement is **Non-Exclusive**, Broker’s right to compensation applies only to a Property  
53 for which Broker performed broker duties during the representation period or applicable  
54 protection period. Broker’s right to compensation is subject to the protection period, payment-  
55 credit, cancellation, and other terms of this Agreement.

56 **Any compensation paid to Broker from the seller or any other party related to the**  
57 **transaction shall be credited against the amount due from Buyer under this agreement.**  
58 **Broker shall not receive compensation for representing Buyer in excess of the amount**  
59 **stated in this agreement.**

60 **BROKER DUTY:** Broker agrees to provide services including but not limited to: assisting Buyer  
61 in identifying suitable properties; scheduling and attending property showings; advising Buyer  
62 on market conditions; preparing and submitting offers; assisting with negotiations; and facilitating  
63 the escrow process for accepted offers.

64 **DISCLOSURE FORM:** Prior to the execution of this agreement, Broker shall provide Buyer with  
65 the disclosure form required under California Civil Code Section 2079.14, as applicable. Buyer  
66 understands Broker may represent more than one buyer and may, with legally required written  
67 confirmation and consent, act as a dual agent representing both Buyer and seller in a  
68 transaction.

69 **TERMINATION:** Either party may terminate this agreement before the expiration date by written  
70 notice to the other party. Termination is effective upon receipt of notice unless the notice states  
71 a later effective date. Broker's rights under the compensation and protection period provisions  
72 survive termination to the extent stated in this agreement.

Buyer Initials [ ] [ ]

Broker/Agent Initials [ ]

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