



NON-EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT
Short Form – Standard Agency
(This Form Does Not Include Dual or Designated Agency Disclosures)
 (This is a legally binding contract. If not understood, seek competent advice before signing.)



This AGREEMENT made as of _____, by and between _____ (“Buyer”);
 and _____ (“Broker”), provides:

1. In consideration of the mutual covenants contained in this Agreement, Broker is hereby granted the NON-EXCLUSIVE right to represent Buyer in the acquisition of real property. As used in this Agreement, “acquisition of real property” shall include any purchase, option, exchange or lease of property or an agreement to do so. Buyer is retaining Broker to acquire the following specific property or type of property: _____

2. TERM: This Agreement shall commence on _____ and terminate at midnight on _____.

3. BROKER’S DUTIES: Broker shall represent Buyer as a standard agent in this brokerage relationship and locate property available for purchase and suitable to Buyer. Unless otherwise provided by law or Buyer consents in writing to the release of information, Broker shall maintain the confidentiality of personal information, financial information and other matters identified as confidential by Buyer that is received from Buyer in the course of the brokerage relationship. If Broker is not the listing firm of the seller (the “Listing Firm”), Broker shall represent solely the interest of Buyer in all negotiations and transactions regarding the acquisition of real property, and shall repudiate any agency relationship with the seller unless consented to in writing by Buyer. Broker shall have no obligation to search out such properties beyond those that come to the attention of Broker in the ordinary course of Broker’s business. Broker may represent other buyers who may be interested in the same property as Buyer.

4. BUYER’S DUTIES: Buyer shall: comply with the reasonable requests of Broker to supply any pertinent information or personal data needed to fulfill the terms of this Agreement; pay Broker the compensation set forth below; be available during Broker’s regular working hours to view properties; and notify Broker promptly in writing if Buyer enters into any written agreement for the acquisition of real property; and notify Broker promptly in writing if Buyer enters into any written agreement by which Buyer agrees to work exclusively with another broker. Such notice shall terminate this agreement.

5. COMPENSATION: Broker is authorized to receive the compensation offered by the Listing Firm to a buyer’s broker or paid by a seller, which compensation will be credited against the Fee (defined below) due by Buyer to Broker. For the services rendered by Broker, Buyer agrees to pay Broker a fee (the “Fee”) equal to:

- _____% of the gross purchase price of the property acquired by Buyer; **AND/OR**
- the compensation offered by the Listing Firm or by a seller to a buyer’s broker on property acquired by Buyer, but such compensation shall not be less than _____; **AND/OR**
- the sum of \$ _____.

The Fee shall be due during the term of this Agreement if Buyer enters into a contract to acquire a property of the type described above through the services of Broker, or the material conditions of such contract are subsequently met. The Fee shall also be due to Broker if the real property is shown or described to Buyer by Broker during the term of this Agreement and Buyer obtains title thereto within _____ days after the expiration of this Agreement unless Buyer has entered into a subsequent buyer brokerage agreement with another real estate brokerage firm. The Fee shall be payable to Broker on the earlier of transfer of title or any action or default by Buyer which results in Buyer’s not obtaining title to the property after the material conditions of the contract for the acquisition of the real property are met. Buyer’s obligation to pay the Fee shall survive the termination of this Agreement. Any compensation received by Broker from the Listing Firm or seller (including any selling bonus) in excess of the Fee shall be paid to and retained by Broker even though said amount may exceed the Fee. Broker shall promptly disclose any selling bonus to Buyer, but in all events prior to contract ratification. After crediting any compensation received by Broker from the Listing Firm or the seller, Buyer shall be responsible for the balance of the Fee due to Broker. Buyer shall not modify Broker’s Fee in any real estate purchase contract.

6. ELECTRONIC SIGNATURE: ____/____. If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act and other law, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement and that either party may sign electronically by utilizing an electronic signature service.

7. WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Buyer is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

8. OTHER TERMS: _____

BUYER

_____/_____
Date Buyer
_____/_____
Date Buyer

BROKER

By: _____
Name: _____
Date: _____

Supervising Broker Name: _____

Supervising Broker Contact Info: _____