



BUYER REPRESENTATION AGREEMENT

Exclusive Right to Represent Entities to Acquire an Interest in Real Estate

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a buyer broker when employed by an entity as its sole agent, to render services necessary to acquire an interest in real estate.

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

1. RETAINER PERIOD:

- 1.1 Buyer retains and grants to Broker the exclusive right to locate real property of the type described below and to negotiate the terms and conditions for its purchase, lease or option, acceptable to Buyer, for the period beginning on _____, 20_____ and terminating on _____, 20_____.
- 1.2 This representation may be renewed by a signed writing. [See **RPI** Form 103.2A]

2. BROKER'S OBLIGATIONS:

- 2.1 Broker to use diligence in the performance of this employment.
- 2.2 Broker may have or contract to represent owners of comparable properties or buyers who seek comparable properties to the property sought during the retainer period. Thus, a conflict of interest exists to the extent Broker's time is required to fulfill the fiduciary duty owed to others Broker now does or will represent.

3. GENERAL PROVISIONS:

- 3.1 Buyer acknowledges receipt of the Agency Law Disclosure. [See **RPI** Form 305]
- 3.2 Buyer authorizes Broker to divide fee due with other brokers.
- 3.3 The prevailing party in any action on a dispute is entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 3.4 This agreement is governed by California law.

4. BROKERAGE FEE:

NOTICE: The amount or rate of real estate fees is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker.

- 4.1 Buyer agrees Broker earns a fee of ☐ _____ % of the price paid, or ☐ _____, WHEN:
- a. Buyer, or any person acting on Buyer's behalf, during the retainer period acquires or negotiates to acquire and later acquires an interest in real estate substantially the same as the type described below.
- b. Within one year after termination of this agreement, Buyer or their agent commences negotiations which later result in a transaction contemplated by this agreement regarding real estate Broker presented and reviewed with Buyer during the retainer period. Broker to identify the properties reviewed by written notice delivered personally, electronically or mailed to Buyer within 21 days after termination of this agreement. [See **RPI** Form 123]
- c. Buyer terminates this employment of Broker without legal justification during the retainer period.
- 4.2 The fees earned and due Broker under 4.1 are the obligation of Buyer to pay except when the owner of the real estate interest Buyer acquires agrees to pay the fees under provisions agreed to by Broker.
- a. To impose the obligation to pay Broker fees on the real estate owner, fee provisions obligating the owner to pay Broker are included in all documentation used to negotiate and acquire an interest in real estate.
- 4.3 In the event this agreement terminates without Broker earning a fee under §4.1, Buyer to pay Broker the sum of \$ _____ per hour of time accounted for by Broker, not to exceed \$ _____.

Type of Real Estate Sought:

General description, which may vary or differ as Buyer responds to availability, pricing, purchase terms, security risks, ordinances and market conditions: _____

Location: _____

 Size: _____
 Price range and terms of payment: _____

I agree to employ Broker on the terms stated above.

☐ See attached Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Buyer's Name: _____

Signature: _____

Buyer's Name: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

I agree to render services on the terms stated above.

Date: _____, 20____

Buyer Broker: _____

Broker's DRE #: _____

Buyer Agent: _____

Agent's DRE #: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____