



**BUYER REPRESENTATION AGREEMENT**  
 Exclusive Right to Represent a Buyer to Acquire a Specific Property

Prepared by: Agent \_\_\_\_\_  
 Broker \_\_\_\_\_

Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**NOTE:** This form is used by a buyer broker to be employed by a buyer as their sole agent, to render services necessary to acquire a specific property.

**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 investigate a parcel of real property specifically 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\_\_\_\_\_, a period limited to three months from the beginning date when Buyer is an individual, not an entity.
- 1.2 The specific parcel of real property Buyer intends to acquire is:
  - a. situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, California,
  - b. referred to as \_\_\_\_\_.
- 1.3 This representation may be renewed by a signed writing. [See **RPI** Form 103.1A or 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 Sellers 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. BROKER'S PERFORMANCE:**

- 3.1 Broker will diligently perform, but is not limited to, the following checked acts:
  - a.  Consultations with Buyer.
  - b.  Evaluation of the economic suitability of the transaction.
  - c.  Inspecting the property. [See **RPI** Form 304]
  - d.  Attending open houses at the property.
  - e.  Developing an opinion of the property's fair market value. [See **RPI** Form 318]
  - f.  Examining and evaluating existing liens on the property.
  - g.  Obtaining and analyzing a title profile on the property.
  - h.  Investigating the availability and prices of hazard insurance.
  - i.  Checking rental rates for comparable properties. [See **RPI** Form 318-1]
  - j.  Pest control report review.
  - k.  Review of plat maps of the area.
  - l.  Determine property's proximity to schools, markets, police/fire station(s), industrial zoning, etc.
  - m.  Review of applicable zoning ordinances.
  - n.  Confirm all necessary permits for property improvements have been obtained.
  - o.  Assistance in arranging financing.
  - p.  Market analysis for resale of the property. [See **RPI** Form 318]
  - q.  \_\_\_\_\_
  - r.  \_\_\_\_\_
  - s.  \_\_\_\_\_
  - t.  \_\_\_\_\_
  - u.  \_\_\_\_\_
  - v.  \_\_\_\_\_

**4. GENERAL PROVISIONS:**

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

**5. 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 Client and Broker.**

- 5.1 Buyer agrees to pay Broker  \_\_\_\_\_% of the purchase price, or  \_\_\_\_\_, WHEN:
  - a. Buyer, or any person acting on Buyer's behalf, purchases, leases, exchanges for or obtains a purchase option on the property sought under this agreement during the retainer period.
  - 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 the specific property sought, any fee previously received under §5.3 is to be credited to the fee owed under this subsection.
  - c. Buyer terminates this employment of Broker during the retainer period.
- 5.2 Buyer agrees payment of the fee earned by Broker under §5.1 is to be paid by:
  - a. Owner conveying the property interest acquired by Buyer and Broker agrees to provisions for payment of the fee in Buyer's acquisition agreement.
  - b. Buyer in all other situations when Broker earns a fee.
- 5.3 In the event this agreement terminates without Broker receiving a fee under §5.1, Buyer to pay Broker:
  - a. the sum of \$ \_\_\_\_\_ per hour of time accounted for by Broker, not to exceed \$ \_\_\_\_\_; or
  - b. the sum of \$ \_\_\_\_\_ in the event Buyer acquires no interest in the property prior to the termination of this employment.

**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: \_\_\_\_\_