

# BUYER AGENCY AGREEMENT



- 1 (a) **BUYER NAME(s):** \_\_\_\_\_
- 2 (b) **REAL ESTATE COMPANY NAME:** \_\_\_\_\_
- 3 (c) **DESIGNATED AGENT NAME:** \_\_\_\_\_
- 4 (d) **LENGTH OF AGREEMENT:** This Agreement begins on the date signed by the Buyer below, and expires on the following
- 5 **Expiration Date:** \_\_\_\_\_ at 11:59 PM, or at the closing of the sale if closing occurs earlier. This Agreement will
- 6 automatically extend through the termination date of any written offers or counteroffers, or through the contract pending period if
- 7 a sales contract is entered into. The Real Estate Company may terminate this Agreement at any time with written notice to the Buyer.
- 8 (e) **REAL ESTATE SERVICES AND COMMISSION:** The Real Estate Company agrees to use diligence in locating property
- 9 which meets Buyer's requirements and approval, and to represent the Buyer in any negotiations for the purchase of property,
- 10 and to use professional knowledge and skills in assisting the Buyer throughout the transaction. In consideration of the services
- 11 provided by the Real Estate Company, Buyer authorizes the Real Estate Company to negotiate and accept a real estate commission
- 12 to be paid by the seller or seller's agent, or, if the sale is not through the Multiple Listing Service and the seller does not agree to
- 13 pay a buyer's agent commission, Buyer will pay the Real Estate Company \_\_\_\_\_% of the sales price at the time of closing.
- 14 (f) **EXCLUSIVE BUYER AGENCY:** Buyer gives the Real Estate Company the right to act as the *Exclusive Buyer's Agent*
- 15 (Real Estate Company becomes the agent of the buyer and is entitled to a commission on *any* properties purchased by Buyer).
- 16 The Real Estate Company authorizes the Designated Agent named above to act as the exclusive *Designated Agent for the Buyer*.
- 17 f1. Buyer has no buyer agency agreement, pending offers or contracts in effect with any other real estate company.
- 18 f2. Buyer understands and agrees that other licensees of the Real Estate Company may function as designated agents for
- 19 the seller, and that other buyers may also work with the Designated Agent or other licensees of the Real Estate Company,
- 20 and that these other buyers may be shown or sold the same properties that are introduced to the Buyer named above.
- 21 f3. If the Designated Agent has a listing agreement with a seller, or is working with an unrepresented seller who requests equal
- 22 status in the transaction, Buyer agrees that the Designated Agent's **status will change to that of facilitator** with respect to
- 23 both parties on, and only on, any transaction with that particular seller.
- 24 f4. In no case shall the Real Estate Company or the Designated Agent be considered to be a dual agent.
- 25 f5. Buyer agrees to cooperate in completing disclosures, disclaimers, and forms required by the Real Estate Company, and in
- 26 furnishing necessary financial information, and will read and sign the *ADVISORY TO BUYERS AND SELLERS (Disclaimer Notice)*,
- 27 and the *CONFIRMATION OF AGENCY STATUS, PERSONAL INTEREST DISCLOSURE AND DUTIES OF A REAL ESTATE LICENSEE* form.
- 28 f6. Buyer will have the Designated Agent conduct all negotiations, and perform the **initial introduction and showing** of any
- 29 prospective properties, including properties not listed in the Multiple Listing Service (example: for sale by owner or builder).
- 30 f7. Buyer understands there is a possibility that a seller, or a seller's agent, may not treat the terms of the Buyer's offer as confidential.
- 31 f8. Buyer understands that optional Home Protection Plans are available which may offer protective coverage after the sale.
- 32 f9. Properties are offered without regard to race, color, religion, sex, handicap, familial status, sexual orientation, or national origin.
- 33 (g) **TREC RULE 1260-2-.36** states that "An exclusive buyer representation agreement [such as this] is an agreement in which a
- 34 licensee is engaged to represent a buyer in the purchase of a property to the exclusion of all other licensees." It also advises:
- 35 g1. The Buyer should make all arrangements to view or inspect a property through the Designated Agent named above, and
- 36 should not directly contact other licensees [or sellers];
- 37 g2. The Buyer should immediately inform any other licensee the Buyer may come into contact with (for example, at an open
- 38 house) [or a builder's model home] that the Buyer is represented by the Designated Agent named above; and
- 39 g3. In the event the Buyer purchases a property through another real estate licensee or directly from an owner [or builder] without the
- 40 assistance of the Designated Agent, the Buyer will owe the commission on Line 13 to the Real Estate Company named above.
- 41 (h) **OTHER TERMS AND EXEMPTIONS:** \_\_\_\_\_
- 42 \_\_\_\_\_
- 43 \_\_\_\_\_
- 44 \_\_\_\_\_
- 45 \_\_\_\_\_
- 46 \_\_\_\_\_

47 **Buyer certifies that all authorized parties required to lawfully bind a Purchase and Sale Agreement are signing this Agreement:**

48 **X** \_\_\_\_\_ **X** \_\_\_\_\_  
*Buyer Signature Date & Time Buyer Signature Date & Time*

49 **X** \_\_\_\_\_  
*Designated Agent Signature Date & Time*