



CONDITIONAL RELEASE FROM BUYER AGENCY AGREEMENT

WARNING TO BUYER: WHILE A PRINCIPAL (BUYER) CAN TERMINATE ANY AGENCY RELATIONSHIP WITH AN AGENT BROKER AT WILL, BUYER UNILATERALLY EARLY TERMINATING THE BUYER AGENCY AGREEMENT (e.g. SCR 130, 135, 136, 138, 139) PRIOR TO END DATE OF THE BUYER AGENCY AGREEMENT WITHOUT THIS RELEASE BEING AGREED UPON CAN ENABLE BROKER TO SUE BUYER FOR FULL PRICE COMPENSATION AND THE BROKER'S ATTORNEY FEES (WHICH CAN EXCEED THE FULL PRICE COMPENSATION).

The undersigned Buyer and Broker, having heretofore executed a Buyer Agency Agreement dated _____ between _____ ("Buyer") and _____ ("Broker") for

the purpose of procuring real property in accordance with the terms of the Buyer Agency Agreement ("Terms") and Buyer is now desiring to terminate the Buyer Agency Agreement prior to the Buyer Agency Agreement's expiration date, Buyer and Broker agree as follows (choose an option by checkbox and filled blanks):

[] Buyer shall pay to Broker \$ _____ USD no later than _____. This amount is to compensate Broker for time, services, costs, expenses, and foregoing the Buyer Agency Agreement compensation.

[] Buyer shall immediately pay Broker the compensation amount stated in the Buyer Agency Agreement in the event the Buyer enters an agreement to sell/purchase, option, exchange, lease, or trade Property according to Terms involving the following property/person/organization _____

no later than ____ calendar days after the dates written below in this Release ("Protection Period") even if the Buyer Agency Agreement would have expired without this Release. The Buyer does not owe this compensation amount to Broker if Buyer enters into a bona fide buyer agency agreement with another bona fide Broker during the Protection Period. This sunset of the Protection Period and Protection Period compensation is designed to protect future bona fide brokers and so Broker should consider choosing compensation by the above checkbox option in order to avoid the risk of no compensation should Buyer buy with another bona fide broker during the Protection Period.

Upon execution of this Release by the Buyer and Broker, the rights and obligations of this Release arise and the Buyer Agency Agreement dissolves. Broker recommends that Buyer obtain legal counsel before signing this Release.

BUYER: _____ Date: _____ Time: _____
BUYER: _____ Date: _____ Time: _____
BROKER: _____ Date: _____ Time: _____

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