



**BUYER REPRESENTATION
AND BROKER COMPENSATION AGREEMENT**
(Non-Exclusive unless Exclusive is checked and initialed)
(C.A.R. Form BRBC, Revised 6/24)

1. **RIGHT TO REPRESENT:** _____ (“Buyer”) grants _____ (“Broker”) the non-exclusive right (unless Exclusive is checked in **paragraph 2A(2)**) to represent Buyer in acquiring real property or a manufactured home for the Representation Period* in **paragraph 2A(1)**.
*** The maximum representation period allowed is 3 months from the date this Agreement is made unless Buyer is a corporation, limited liability company, or partnership.**
2. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 4 pages. Buyer is advised to read all 4 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)	Representation Period *(see above)	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date) OR upon completion of a resulting transaction, whichever occurs first
A(2)	4B Type of Representation	Non-exclusive, OR <input type="checkbox"/> Exclusive (valid only if checked AND initialed in paragraph 14).
B	Property to be Acquired (“Property”)	Broker, including any associate licensee working through Broker on behalf of Buyer, provides services for the types of properties and in the locations specified below.
B(1)	Property type: (applies unless B(4) or (5) is checked); check all that apply; if SFR doesn’t apply, use last option)	Single family residential, including condominiums and manufactured homes (SFR), <input type="checkbox"/> Multi-family residential with two to four units, <input type="checkbox"/> with 5 or more units, <input type="checkbox"/> Industrial, <input type="checkbox"/> Vacant Land, <input type="checkbox"/> Commercial, <input type="checkbox"/> Tenancy in common <input type="checkbox"/> Other: _____ <input type="checkbox"/> SFR is excluded from this Agreement
B(2)	Location	<input type="checkbox"/> County(ies): _____ <input type="checkbox"/> City(ies): _____
B(3)	Additional Description	_____
B(4)	<input type="checkbox"/> The following specified properties only:	_____
B(5)	<input type="checkbox"/> The properties identified on the attached list.	
B(6)	7 Properties Excluded from Representation	_____
C	<input type="checkbox"/> Additional Buyer Preferences and Priorities	See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP)
D	Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).	
D(1)	4 Amount of Compensation	_____ percent of the acquisition price AND \$ _____, OR <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> Pursuant to the compensation schedule attached which is incorporated herein.
D(2)	4F-G Payments from Third Parties	Shall be credited against Buyer’s obligation to pay Broker. Broker shall not receive any amount in excess of paragraph 2D(1) unless that amount is modified in a subsequent written agreement between Broker and Buyer at the time the overage amount is known. If Broker has a listing agreement with the seller, see paragraph 4F .
D(3)	4C Continued Right to Payment for Broker Involved Properties	_____ calendar days after the Representation Period or any extension
E	5 Cancellation Notice	Non-exclusive: effective upon receipt OR <input type="checkbox"/> _____ days after receipt; Exclusive: effective 30 days after receipt.
F	9B Buyer Financial/Personal Information (C.A.R. Form BFPI)	Within 5 (or _____) calendar days from the execution of this Agreement <input type="checkbox"/> Buyer intends to purchase using a VA loan. VA rules prohibit a buyer from paying brokerage, and other, fees. <input type="checkbox"/> Buyer does not have sufficient funds to pay Broker
G	Other Terms	_____

3. **ADVISORIES, ADDENDA AND DISCLOSURES:** The following advisories, addenda and disclosures are attached:
 Broker Compensation Advisory (C.A.R. Form BCA) Other _____
4. **COMPENSATION TO BROKER:**
Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker).
A. ADVISORY: Buyer has been advised that who compensates the Broker in a real estate transaction, and how much, is negotiable.



- B. BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to compensation specified in **paragraph 2D(1)** from Buyer if during the Representation Period, or any extension thereof, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 2B**, and the seller thereafter completes the transaction or is prevented from doing so by default of Buyer as follows:
- (1) **NON-EXCLUSIVE REPRESENTATION; BROKER INVOLVEMENT:** Compensation is payable only if there was Broker Involvement with the Property. "Broker Involvement" means any of the following: (i) Buyer physically entered and was shown the Property by Broker; (ii) Broker showed the Property to Buyer virtually; (iii) Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; (iv) Broker performed a market analysis related to the Property or reviewed property specific documents or disclosures with Buyer; or (v) the Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Buyer, specifically, or assisting Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Buyer's potential acquisition of the Property.
 - (2) **EXCLUSIVE REPRESENTATION; BUYER ACQUISITION:** If Exclusive is checked in **paragraph 2A(2)**, see **paragraph 14**.
 - (3) **BUYER INCLUDES** any person or entity, other than Broker, related to Buyer or who in any manner acts on Buyer's behalf to acquire Property described in **paragraph 2B**.
- C. CONTINUATION OF RIGHT TO COMPENSATION FOR BROKER INVOLVED PROPERTIES:** Broker shall be entitled to the compensation provided for in **paragraph 2D(1)** if, within the time specified in **paragraph 2D(3)** or if there is a cancellation, within that same amount of time after the effective date of the cancellation in **paragraph 2E**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement provided, prior to expiration of this Agreement or any extension thereof or, if there is a cancellation, within **five (5) Days after** the effective date of the cancellation, Broker delivers Buyer a written notice of those properties for which there was Broker Involvement (C.A.R. Form NBIP).
- D. TIMING OF COMPENSATION:** Compensation is payable:
- (1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from this agreement closes during or after the Representation Period.
 - (2) If acquisition is prevented by default of Buyer, upon Buyer's default.
 - (3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 2D(1)**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.
- E. PAYMENT THROUGH ESCROW:** Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Buyer's funds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Buyer and a seller or other transferor.
- F. ACCOUNTING FOR PAYMENTS TO BROKER IF BROKER ALSO REPRESENTS SELLER:** Notwithstanding **paragraph 2D(2)**, if Broker has a listing agreement with the seller of the property to be purchased, no credit toward Buyer's compensation obligation shall be given for the amount due Broker by seller for the compensation Broker is owed as the seller's agent. Buyer will pay the amount in **paragraph 2D(1)**, less any amount offered by Broker to buyer's agents.
- G. THIRD-PARTY PAYMENTS LESS THAN BUYER COMPENSATION OBLIGATION:** If Buyer owes Broker compensation, after first deducting payments due to Broker from third parties, Broker and Buyer should discuss the potential benefits and detriments of including a term in any offer Buyer makes obligating the seller to pay Broker, directly or through escrow, for any compensation that Buyer owes Broker.
- H. DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:**
- (1) Broker, at the earliest practical time prior to writing an offer, will disclose to Buyer the amount of compensation Broker expects to receive from a third-party on that property by providing Buyer with either: (i) a copy of a Cooperating Broker Compensation Agreement (C.A.R. Form CBC) or other writing, including website offers, showing an offer of compensation from the seller's broker; or (ii) a separate document, such as an Anticipated Broker Compensation Disclosure (C.A.R. Form ABCD).
 - (2) Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer.
 - (3) If the third-party does not pay as anticipated, and the third party has contractually agreed with Buyer to pay all or part of Broker's compensation, Buyer assigns to Broker any rights Buyer has to pursue the third party for such compensation.
- 5. CANCELLATION OF BUYER REPRESENTATION AGREEMENT:** Either Buyer or Broker may cancel this Agreement by giving written notice to the other within the time specified in **paragraph 2E**. Broker shall still be entitled to compensation if, during the Representation Period or any time specified in **paragraph 2D(3)**, Buyer acquires Property for which there was Broker Involvement provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement. The written list of Broker Involvement properties shall be delivered to Buyer within 5 calendar days after the effective date of the cancellation. Before, during and after the 5-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.
- 6. AGENCY RELATIONSHIPS:**
- A. DISCLOSURE:** Buyer acknowledges receipt of the "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).
 - B. POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or both Buyer and seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges receipt of a Possible Representation of More Than One Buyer or Seller – Disclosure and Consent (C.A.R. Form PRBS).
- 7. PROPERTIES EXCLUDED FROM REPRESENTATION:**
- A. ADVISORY REGARDING BUYER SIGNING MULTIPLE REPRESENTATION AGREEMENTS:** Buyer shall inform Broker in writing if Buyer has signed a representation agreement, whether exclusive or non-exclusive, with any other Broker for any Property described in **paragraph 2B**. Buyer shall disclose to Broker if another broker; (i) showed Buyer such Property virtually or in-person; or (ii) wrote an offer on, or otherwise acted on Buyer's behalf for, such Property. Buyer may owe compensation to that broker if Buyer purchases such Property. If Buyer has signed an exclusive buyer representation agreement with another broker that has not expired, Buyer may owe compensation to that broker if Buyer purchases such Property even if that other broker had no involvement with the Property. Buyer shall disclose in **paragraph 2B(6)** any Property for which Buyer is obligated to pay another broker.
 - B.** Buyer acknowledges that for the Property identified in **paragraph 2B**, excluding any Property specified in **paragraph 2B(6)** Buyer: (i) has not entered into an exclusive representation agreement with another broker; and (ii) has no obligation, even under a non-exclusive representation agreement, to pay compensation to any other broker arising out of the acquisition of the Property.
 - C.** If Property is excluded in **paragraph 2B(6)**, Buyer acquires a Property during the time Buyer is obligated to compensate another broker, Broker is neither entitled to compensation under this Agreement, nor obligated to represent Buyer in such transaction.

8. BROKER AUTHORIZATIONS AND OBLIGATIONS:

- A. Buyer authorizes Broker and Broker agrees to use the skill and diligence of a reasonably competent real estate licensee to provide guidance to and help Buyer with the acquisition of Property. Broker will assist Buyer by (i) locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, assisting Buyer in negotiating for acceptance of such offers and, as applicable, terms and conditions following such acceptance, and facilitating the escrow process for such accepted offers; (ii) as directed by or agreed with Buyer, ordering reports and Investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer; (iii) upon request, providing Buyer with a list of professionals who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and (iv) upon request, assisting Buyer with the financing process by making referrals to lenders known to Broker, and assisting Buyer in obtaining loan pre-qualification, to the extent Broker can do so without acting as a Mortgage Loan Broker.
- B. If the Property contains residential property with one to four dwelling units, Broker will conduct a reasonably competent and diligent, visual inspection of the accessible areas of the one to four Property (excluding any common areas) and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection.
- C. Broker shall deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker during the Representation Period. Unless otherwise specified in writing, any information provided through Broker in the course of representing Buyer has not been and will not be verified by Broker.
- D. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

9. BUYER OBLIGATIONS:

- A. **GOOD FAITH:** Buyer agrees: (i) to timely view and consider properties selected by Broker; (ii) negotiate in good faith to acquire a property; and (iii) Buyer further agrees to act in good faith toward the completion of any contract entered into for a Property.
 - B. **FINANCIAL AND PERSONAL INFORMATION:**
 - (1) Within the time specified in paragraph 2F, Buyer shall provide relevant personal and financial information, including, but not limited to, proof of funds needed to buy and to pay Broker, and a preapproval/prequalification letter, to Broker to assure Buyer's ability to acquire Property. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, then Broker may cancel this Agreement in writing.
 - (2) If either box is checked in paragraph 2F, for any Property for which Buyer writes an offer to purchase, Buyer authorizes Broker to include a term in Buyer's offer seeking payment from seller of Buyer's compensation obligation to Broker. This Buyer Representation Agreement is contingent upon either the seller, agreeing in an accepted offer or counter offer to pay Broker, or seller's broker agreeing in a separate document (C.A.R. Form CBC) to pay Buyer's Broker. If the purchase agreement does not include a term obligating seller to pay Broker, and Broker is unable to reach an agreement with the seller's broker to be paid, Broker is not obligated to represent the Buyer and may terminate any agency relationship related to that purchase.
 - C. **REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE:** Buyer is obligated, and agrees, to read all documents provided to Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Investigation Advisory. Buyer is advised to read the attached Buyer's Investigation Advisory and Buyer Transactional Advisory for a list of items and other concerns that may warrant investigation by Buyer or other professionals.
 - D. **REPORTS/INVESTIGATIONS:** Buyer agrees to pay for reports, Investigations and meetings arranged by Broker for Buyer.
 - E. **BUYER MATERIAL ISSUES:** Buyer shall notify or update Broker in writing (C.A.R. Form BIPP) of any material issue to Buyer for any property for which buyer makes an offer, or has already made an offer such as, but not limited to, Buyer requests for information on, or concerns regarding, any particular subject of interest or importance to Buyer. If Buyer does not provide such information for a specific property FOR WHICH Buyer makes an offer, that property shall be deemed to satisfy Buyer's preferences and priorities notwithstanding any language in a previous BIPP, if one has been completed.
 - F. **INCORRECT, INCOMPLETE OR INACCURATE INFORMATION:** Buyer agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect information supplied by Buyer, or from any material issues that Buyer fails to disclose in writing to Broker.
- 10. ATTORNEY FEES:** In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and costs, except as otherwise specified in paragraph 12A.
- 11. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days after its execution.
- 12. DISPUTE RESOLUTION:**
- A. **MEDIATION:** Buyer and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney's fees from the non-mediating party, notwithstanding the terms in paragraph 10. Exclusions from the mediation agreement are specified in paragraph 12B.
 - B. **MEDIATION TERMS:** The following matters are excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provisions, provided the filing party, concurrent with or immediately after such filing, makes a request to the court for a stay of litigation pending any mediation proceeding.
- 13. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within 3 Days after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

14. EXCLUSIVE REPRESENTATION: If "Exclusive" is checked in paragraph 2A(2) and initialed by Buyer here:

- A.** This Agreement shall be exclusive and irrevocable. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Buyer shall not enter into another representation agreement in conflict with this Agreement.**
- B. COMPENSATION:** Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.
- C. CANCELLATION:** 30-days written notice is required before either Buyer or Broker may unilaterally cancel this agreement. If, within **5 days** after the effective date of the cancellation, Broker provides Buyer a list of properties for which there was Broker Involvement, Broker may still be entitled to compensation if Buyer purchases one of the properties on the list during the representation period or time specified in **paragraph 2D(3).**

Buyer's Initials _____/_____

15. ENTIRE AGREEMENT: All understanding between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy, facsimile, or electronic, may be executed in counterparts.

16. CONFIRMATION OF COMPENSATION: Buyer confirms that the compensation specified in **paragraph 2D(1)** for Broker's services is _____% of the acquisition price and \$ _____, \$ _____, specified in the attached compensation schedule.

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 13** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) **A.** If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- B.** If Property is sold under the jurisdiction of a probate court, identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.

BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Buyer: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

(Signature) By, _____ Date: _____

Printed name of Buyer: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ Lic# _____

Address _____ City _____ State _____ Zip _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ Lic# _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ Lic# _____

More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.

Two Brokers with different companies are representing the Buyer. Co-Buyer Brokers information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

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