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.

<table>
<thead>
<tr>
<th>Paragraph #</th>
<th>Paragraph Title or Contract Term</th>
<th>Terms and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>A(1)</td>
<td>Representation Period <em>(see above)</em></td>
<td>Beginning on _______ (date) Ending at 11:59 P.M. on _______ (date) OR upon completion of a resulting transaction, whichever occurs first</td>
</tr>
<tr>
<td>A(2)</td>
<td>Type of Representation</td>
<td>Non-exclusive, OR □ Exclusive (valid only if checked AND initialed in paragraph 14).</td>
</tr>
<tr>
<td>B(1)</td>
<td>Property to be Acquired (&quot;Property&quot;)</td>
<td>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. Single family residential, including condominiums and manufactured homes (SFR), □ Multi-family residential with two to four units, □ with 5 or more units, □ Industrial, □ Vacant Land, □ Commercial, □ Tenancy in common □ Other: SFR is excluded from this Agreement</td>
</tr>
<tr>
<td>B(2)</td>
<td>Location</td>
<td>□ County(ies): □ City(ies):</td>
</tr>
<tr>
<td>B(3)</td>
<td>Additional Description</td>
<td></td>
</tr>
<tr>
<td>B(4)</td>
<td>□ The following specified properties only:</td>
<td></td>
</tr>
<tr>
<td>B(5)</td>
<td>□ The properties identified on the attached list.</td>
<td></td>
</tr>
<tr>
<td>B(6)</td>
<td>Properties Excluded from Representation</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>□ Additional Buyer Preferences and Priorities</td>
<td>See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BiPP)</td>
</tr>
<tr>
<td>D</td>
<td>Broker Compensation: NOTICE: The amount or rate of real estate commission 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).</td>
<td></td>
</tr>
<tr>
<td>D(1)</td>
<td>Amount of Compensation</td>
<td>______ percent of the acquisition price AND $ _______________; OR $ _______________; OR $ _______________; Pursuant to the compensation schedule attached which is incorporated herein.</td>
</tr>
<tr>
<td>D(2)</td>
<td>Payments from Third Parties</td>
<td>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.</td>
</tr>
<tr>
<td>D(3)</td>
<td>Continued Right to Payment for Broker Involved Properties</td>
<td>__________ calendar days after the Representation Period or any extension</td>
</tr>
<tr>
<td>E</td>
<td>Cancellation Notice</td>
<td>Non-exclusive: effective upon receipt OR □ _____ days after receipt; Exclusive: effective 30 days after receipt.</td>
</tr>
<tr>
<td>F</td>
<td>Buyer Financial/Personal Information (C.A.R. Form BFPI)</td>
<td>Within 5 (or ____ ) calendar days from the execution of this Agreement □ Buyer intends to purchase using a VA loan. VA rules prohibit a buyer from paying brokerage, and other, fees. □ Buyer does not have sufficient funds to pay Broker</td>
</tr>
<tr>
<td>G</td>
<td>Other Terms</td>
<td></td>
</tr>
</tbody>
</table>

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 thereafter, 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 purchase money deposit is received from Buyer. Broker shall be entitled to compensation whether any purchase money deposit is received from Buyer. Compensated earns one-half of the compensation 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.

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 Broker in paragraph 2D(1) no credit toward Buyer’s compensation obligation.

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: (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 through or 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 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. 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 included 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.

E. Buyer authorizes Broker to make an offer to purchase, 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.

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:

In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker agree 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.

10. ATTORNEY FEES:

In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker agree 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.
Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

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: __________________________________________________________________________________

Address __________________________________________ City __________________ State ______ Zip _________

Email __________________________________________________________________ Phone _________________________

Buyer’s Initials _________/__________

□ 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-Broker Brokers information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

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