

# BUYER REPRESENTATION AGREEMENT

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This Buyer Representation Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[BROKERAGE LEGAL NAME], a licensed real estate broker in the State of [STATE] with its principal office at [BROKERAGE ADDRESS] (the "**Broker**"), acting through its designated agent [AGENT NAME] (the "**Agent**"); and

[BUYER NAME], an individual residing at [BUYER ADDRESS] (the "**Buyer**").

Broker and Buyer are each a "**Party**" and together the "**Parties**."

**Recitals.** Buyer wishes to engage Broker to locate and assist in the acquisition of real property, and Broker wishes to represent Buyer in that effort, on the terms below. Real estate brokerage is regulated by state law and the rules of the applicable real estate commission, and the specific agency disclosures, compensation rules, and license requirements vary by jurisdiction. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Engagement and Agency Relationship

**1.1 Appointment.** Buyer appoints Broker as Buyer's real estate agent to locate, identify, and assist in the acquisition of real property meeting the criteria described in Section 2 (the "**Property**"). Broker accepts the appointment and agrees to use commercially reasonable efforts to perform.

**1.2 Exclusivity.** This is an [EXCLUSIVE / NON-EXCLUSIVE] engagement. If exclusive, Buyer agrees to work only with Broker during the Term for the acquisition of property within the area described in Section 2, and to refer to Broker all inquiries Buyer receives from other agents, sellers, or sources.

**1.3 Fiduciary duties.** As Buyer's agent, Broker owes Buyer the duties of loyalty, confidentiality, disclosure, obedience to lawful instructions, reasonable care, and accounting, as required by applicable state law and the rules of the [STATE] real estate commission.

**1.4 Agency disclosure.** Buyer acknowledges receipt of any agency disclosure form required by applicable law. The relationship created by this Agreement is a [BUYER-AGENCY / DESIGNATED-AGENCY] relationship as defined under [STATE] law.

## 2. Scope of Representation

**2.1 Property criteria.** Buyer is seeking property generally described as: type [e.g. single-family residence / condominium / commercial], location [CITY / COUNTY / STATE / AREA], price range [\$ LOW] to [\$ HIGH], and other criteria: [BEDROOMS, SIZE, FEATURES, ETC.]. These criteria may be revised by mutual written agreement.

2.2 **Services.** Broker will, as reasonably appropriate: (a) identify and present available properties; (b) arrange showings; (c) provide market information and comparable sales data; (d) assist in preparing and submitting offers; (e) help coordinate inspections, financing referrals, and closing; and (f) negotiate on Buyer's behalf consistent with Buyer's instructions.

2.3 **Buyer responsibilities.** Buyer will work exclusively through Broker as provided in Section 1.2, provide accurate financial and qualification information, be reasonably available for showings, and act in good faith.

2.4 **No guarantee.** Broker does not guarantee that suitable property will be found, that any offer will be accepted, or that any transaction will close.

### 3. Term

3.1 **Term.** This Agreement begins on the Effective Date and continues until [END DATE], unless terminated earlier under Section 7 (the "Term").

3.2 **No automatic renewal.** This Agreement does not renew automatically. Any extension must be in a writing signed by both Parties.

### 4. Compensation

4.1 **Broker compensation.** Broker will be paid a fee equal to [PERCENTAGE]% of the purchase price, or a flat fee of [\$ AMOUNT], on the acquisition of any Property by Buyer during the Term (the "Fee").

4.2 **Source of payment.** The Parties intend that the Fee will be paid [BY THE SELLER OR LISTING BROKERAGE THROUGH A COOPERATIVE COMMISSION / BY BUYER / SHARED AS DESCRIBED HERE]. To the extent any cooperative compensation offered by a seller or listing broker is less than the Fee, Buyer is responsible for the difference unless the Parties agree otherwise in writing for a specific property.

4.3 **Disclosure and consent.** Buyer consents to Broker receiving compensation from the sources described in Section 4.2, subject to the disclosure requirements of applicable law.

4.4 **Protection period.** If, within [NUMBER] days after the Term ends, Buyer acquires any property that Broker introduced to Buyer or showed to Buyer during the Term, the Fee remains due, unless Buyer has entered into a valid buyer-representation agreement with another broker.

### 5. Confidentiality

5.1 **Buyer information.** Broker will keep Buyer's personal, financial, and negotiating information confidential and will not disclose it to a seller or listing agent except as Buyer directs or as required by law.

5.2 **Duration.** This confidentiality obligation survives termination of this Agreement to the extent permitted by applicable agency law.

### 6. Other Buyers and Conflicts

6.1 **Multiple clients.** Buyer acknowledges that Broker may represent other buyers who may be interested in the same properties, and consents to Broker doing so, provided Broker maintains the confidentiality of each client's information.

6.2 **Dual agency.** If a situation arises in which Broker or its brokerage also represents the seller of a property of interest, Broker will disclose that fact and may proceed only with Buyer's informed written consent and as permitted under [STATE] law. [OPTIONAL: prohibit dual agency entirely.]

## 7. Termination

7.1 **By either Party.** Either Party may terminate this Agreement on **[NUMBER]** days' written notice.

7.2 **Effect of termination.** Termination does not affect Broker's right to the Fee for any property under contract at the time of termination or subject to the protection period in Section 4.4.

7.3 **Survival.** Sections 4 (for amounts accrued), 5, 8, and 9 survive termination.

## 8. Disclaimers and Limitation of Liability

8.1 **No legal, tax, or inspection advice.** Broker is not providing legal, tax, engineering, or inspection advice. Buyer is encouraged to obtain independent professional inspections and advice before purchasing.

8.2 **Property condition.** Broker does not warrant the condition, value, or suitability of any property and is not responsible for defects that a reasonable inspection would or would not reveal.

8.3 **Liability cap.** To the maximum extent permitted by law, Broker's total liability arising out of this Agreement will not exceed the amount of the Fee actually paid to Broker, except for liability that cannot be limited by law, including fraud or willful misconduct.

## 9. General Provisions

9.1 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 **Equal housing.** The Parties will comply with all applicable fair housing and anti-discrimination laws. Broker does not discriminate on the basis of any characteristic protected by law.

9.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

### BROKER

### BUYER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / DESIGNATED AGENT]**

Title: N/A

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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