# NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT

**1. The Parties**. This Buyer Representation Agreement ("Agreement") made on _____, 20____ is by and between:

**Buyer**: _____ ("Buyer") with a mailing address of _____, and

**Broker**: _____("Agent") of _____ ("Broker") with a mailing address of _____.

Collectively, the Buyer, Agent and Broker shall be referred to as the "Parties".

If for any reason the Agent is not able to fulfill his/her duties under the terms and conditions of this Agreement, another agent from Broker may be appointed during the period of this Agreement. Any person or entity with whom the Buyer enters into a contractual agreement for real estate shall be referred to as a "Seller" in this Agreement.

**2. Services Provided**. Buyer hereby agrees to hire the Broker on a **Non-Exclusive Basis** and accepts the terms of this Agreement and will communicate with the Agent in an effort to assist the Buyer in acquiring real property. The Service Fee is due and payable only if, as and when title passes to the Buyer except for the default of the Buyer. In the event the Buyer purchases real property without the assistance of the Broker, the Broker shall not be due a Service Fee.

**3. Period of Agreement**. This Agreement shall start on _____, 20____ ("Effective Date") and end on _____, 20____ at 12:00 midnight ("Representation Period"), unless the expiration date is extended in writing or in the event the Buyer has submitted an offer to purchase real property with the assistance of the Broker, the parties agree that that the above expiration date shall be extended until such time that the transaction closes or until such time as a contract of sale fails to be performed either by its terms or because of the default of the Buyer.

**4. Compensation**. In the event real property is acquired under Section 2 of this Agreement, the Buyer agrees to compensate the Broker ("Service Fee") under the following terms and conditions and that payment shall be made to the Broker and not the Agent under any circumstances:

a.) **Service Fee**. _____% of the gross purchase price or a flat fee of $_____.

b.) **Retainer Fee**. This Agreement shall have: (check one)

☐ - No retainer fee.

☐ - A retainer fee in the amount of $_____ that is non-refundable to obtain the Broker's services under this Agreement ("Retainer Fee"). If a Service Fee is paid, the Retainer Fee shall be deducted from the Service Fee as defined above. The Service Fee is due and payable at closing.

c.) **Seller Payment Through Offer**. Broker shall attempt to collect some or all of the Service Fee from the Seller through the Purchase Offer to be submitted by Agent on behalf of the Buyer. If Buyer purchases the property where the compensation offered by the Seller to the Broker is less than the Service Fee defined in the above Section or where no compensation is offered, Buyer and Broker agree that Buyer will be responsible to pay the difference between the Service Fee and the compensation offered by Seller unless prohibited by law. Agent will timely inform Buyer if the compensation offered by Seller or Listing Broker is less than the Service Fee.

**The amount or rate of the Service Fee is not fixed by law. The Service Fee is set by each Broker individually and is negotiable between the Buyer and the Broker. Broker shall not receive compensation from any source that exceeds the amount in this agreement unless the Broker is acting in a Dual Agent capacity where it represents both the Seller and Buyer in the same transaction in which case the amount of the Service Fee to be received by the Broker shall be disclosed to the Buyer.**

**5. Agency Disclosure**. Buyer recognizes that, under this Agreement, an agency relationship has been established between the Buyer, the Broker and the Agent licensed with the Broker. The parties acknowledge that the Buyer has been presented with a New York State Agency Disclosure Form which further defines the agency relationship.

**6. Disclosed Dual Agency**. Due to certain events, the Broker may be required to act as the only licensee involved between the Buyer and Seller to facilitate the transaction between the parties. Under such circumstances, the Broker shall disclose to the Buyer its intention to act as a disclosed dual agent or similar role. If a Seller of real property is represented by the Agent, or by a licensee in the same Brokerage Firm, the Buyer consents to the Agent acting in such a role and agrees to allow the Broker to collect compensation from the Seller or other parties. While performing this role, Agent agrees to conduct itself in a manner that does not adversely affect the Buyer or Seller in any way, including, but not limited to disclosing any type of financial information that would negatively affect the other party. The buyer has read this Section and fully comprehends and understands the concept of Disclosed Dual Agency under the laws in the State of New York. In addition, the parties acknowledge that the Buyer has been presented with a New York State Agency Disclosure Form which further defines the concept of Disclosed Dual Agency.

**7. Buyer's Duties**. Buyer agrees to work with the Broker/Agent in accordance with Section II of this Agreement including but not limited to the following:

a.) **Financial Records**. Buyer agrees to cooperate with Agent and provide financial information to the Agent as may be required by a Seller when submitting an offer to purchase property. The buyer recognizes that ultimately it is his/her sole responsibility to verify any and all information provided to the Agent. Furthermore, Buyer agrees to indemnify and hold the Agent/ Broker harmless from any and all loss, cost, expense, reasonable attorney fees, damage or claim arising out of this Agreement, including without limitation, liability resulting from incomplete or inaccurate information provided to Agent/Broker.

b.) **Contact with 3rd Parties**. Buyer recognizes that for the Agent to perform services to the best of its ability, it is recommended but not required that the Buyer contact the Agent before visiting an open house, contacting a Listing Broker and/or contacting a Seller directly.

**8. Disclaimer**. Buyer acknowledges that the Agent is not an expert in the matters of law, Federal or State tax codes, financing, surveying, engineering, architectural, structural, environmental and other physical conditions or non-physical details of real property. In addition, the Agent has advised and recommended the Buyer seek expert assistance for advice on such matters. Agent/Broker makes no warranty or guarantee concerning the services of such experts or their products, the condition of property, the absence of defects therein or the suitability of such property for Buyer's purposes.

**9. Arbitration**. All claims, disputes or other matters in question between Broker and Buyer arising out of or relating to this Agreement shall be determined by arbitration before the American Arbitration Association in New York, New York, pursuant to its Commercial Arbitration Rules. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. Should the disputed amount not exceed the jurisdictional limit of the Civil Court of the City of New York, Small Claims Division, the parties may initiate an action in that forum THIS ARBITRATION SHALL BE IN LIEU OF ANY CIVIL LITIGATION IN ANY COURT AND IN LIEU OF ANY TRIAL BY JURY.

**10. Fair Housing**. Agent/Broker agrees and adheres to the standard of showing real property made available to the Buyer in full compliance with Federal, State and Local discrimination laws. The parties acknowledge that the Buyer has been presented with the New York State Housing and Anti-Discrimination Disclosure Form.

**11. Other Clients**. Buyer is aware and acknowledges that the Agent and/or Broker may have other clients who will be viewing the same properties with the intention of purchasing; however, Agent shall have the obligation to inform Buyer that another offer has or is being submitted by the same Agent on behalf of another Buyer although this obligation does not extend to another Agent licensed with Broker who is representing another Buyer.

**12. Binding Effect**. This Agreement shall be binding upon the Buyer's successors, assigns, heirs, and beneficiaries.

**13. Legal Signature**. This Agreement may be executed and delivered by any party herein by sending a facsimile of the signature or by a legally recognized digital or electronic signature. Such legal signature shall be binding on the party so executing it upon receipt of signature by the other party.

**14. Governing Law**. This Agreement shall be governed under the laws in the State of New York.

**15. Additional Terms and Conditions**. _____
_____
_____

**16. Entire Agreement**. This Agreement constitutes the entire agreement between the Buyer and Broker and supersedes all prior discussions, negotiations and agreements between the Buyer and Broker whether oral or written. Any understanding, agreement or promise not specified herein shall not bind Buyer or Broker, whether express or implied.

**Buyer's Signature**: _____ Date: _____
Print Name: _____

**Buyer's Signature**: _____ Date: _____
Print Name: _____

**Broker/Authorized Representative's Signature**: _____ Date: _____
Print Name: _____