

SINGLE PROPERTY, BUYER-BROKER REPRESENTATION AGREEMENT

This agreement is designed to allow a buyer to engage a qualified, licensed professional for the purpose of viewing property, and receiving contract negotiation and advocacy services throughout the entire real estate offer and purchase process, for the property described below.

- 1. PROPERTY.** The undersigned buyer ("**Buyer**") engages the undersigned brokerage firm ("**Broker**") to represent Buyer concerning the property located at: _____ ("**Property**").
- 2. LENGTH OF AGREEMENT.** This agreement shall begin on the date last signed by Buyer and Broker, and will automatically end on _____ (at 11:59 p.m.), or upon the closing or termination of any then-pending transaction, whichever is later (the "**Term**").
- 3. AGENCY DISCLOSURE.** The agency relationship between Buyer and Broker determines how Broker will work on Buyer's behalf. Broker's agency relationship with Buyer is disclosed and documented in a separate disclosure/form.
- 4. BROKER FEE.** Buyer agrees to pay the Broker Fee, as provided below (the "**Broker Fee**"). **The Broker Fee is not set by law and is fully negotiable.** The Broker Fee shall be due and payable upon successful closing (whether title is taken by Buyer; or by any individual having familial or business relations with Buyer; or by any trust or entity that owns or controls Buyer, that Buyer owns or controls – whether in whole or in part-, or that is under common ownership or control with Buyer – collectively, but excluding Buyer, a "**Related Party**"). Broker will request to have the Broker Fee paid by the seller of the Property by including the Broker Fee as a part of any offer, if requested by Buyer. **The Broker Fee will never exceed the amount specified below.** If Buyer or any Related Party enters into an agreement to purchase the Property within _____ (____) days following the expiration or earlier cancellation of this agreement, then Buyer shall pay the Broker Fee to Broker upon closing. The Broker Fee shall be in U.S. currency and paid at the time, and as a condition, of closing. This agreement shall act as escrow instructions for payment of the Broker Fee to Broker. This Section 4 shall survive the expiration or earlier cancellation of this agreement. The Broker Fee is (*check only one*):

- ☐ _____% of the gross purchase price of the Property (as reflected on the final settlement statement); or
- ☐ Exactly \$_____.

- 5. FOR BEST EXPERIENCE.** Buyer is encouraged to work exclusively with Broker concerning the purchase of the Property; to be accompanied by Broker on the first visit to the Property; and to conduct all negotiations for the Property in good faith and exclusively through Broker.
- 6. ADDITIONAL TERMS.** _____

- 7. OTHER BUYERS.** Buyer acknowledges that Broker may represent multiple buyers interested in the Property listed above.
- 8. BINDING EFFECT.** Buyer's obligation to pay the Broker Fee is binding upon Buyer, Buyer's estate, and Buyer's heirs, beneficiaries, legatees, successors, and permitted assigns.
- 9. REFERRAL FEE DISCLOSURE.** ☐ If this box is checked, Broker is obligated to pay a referral fee to _____ for having referred Buyer to Broker. The referral fee shall be either ____% of the Broker Fee or \$_____, and paid from the Broker Fee earned and received by Broker. Buyer acknowledges Broker's obligation to pay a referral fee, as provided above.

BY SIGNING BELOW, Buyer and Broker agree to the terms set forth in this agreement.

Buyer 1: _____
(Signature) (Typed/Print Name) (Date)

(Telephone) (E-mail)

Buyer 2: _____
(Signature) (Typed/Print Name) (Date)

(Telephone) (E-mail)

Broker: _____
(Firm Name) (Broker/Agent's Signature) (Broker/Agent's Typed/Printed Name) (Date)

(Broker/Agent's Telephone) (Broker/Agent's E-mail) (Broker License No.) (Agent's License No.)

(Colorado Only) This form has not been approved by the Colorado Real Estate Commission. This form has been prepared for eXp Realty® by Colorado-licensed attorney, James Howard Bramble.

(Wisconsin Only) This form has been drafted by Broker.

(Missouri-Kansas Only) This form is not for use in Missouri or Kansas.

(California Only) This form is not for use in California.

(Nebraska Only) This form is not for use in Nebraska.