

# BUYER AGENCY AGREEMENT



1 (a) **BUYER NAME(S):** \_\_\_\_\_

2 (b) **REAL ESTATE COMPANY NAME:** \_\_\_\_\_

3 (c) **DESIGNATED AGENT NAME:** \_\_\_\_\_

4 (d) **LENGTH OF AGREEMENT:** This Agreement begins on the date signed by the Buyer below, and expires on the following  
5 **Expiration Date:** \_\_\_\_\_ at 11:59 PM, or at the closing of the sale if closing occurs earlier. This Agreement will  
6 automatically extend through the termination date of any written offers or counteroffers, or through the contract pending period if  
7 a sales contract is entered into. The Real Estate Company may terminate this Agreement at any time with written notice to the Buyer.

8 (e) **REAL ESTATE SERVICES AND COMMISSION:** The Real Estate Company agrees to use diligence in locating property  
9 which meets Buyer's requirements and approval, and to represent the Buyer in any negotiations for the purchase of property,  
10 and to use professional knowledge and skills in assisting the Buyer throughout the transaction. In consideration of the services  
11 provided by the Real Estate Company, Buyer authorizes the Real Estate Company to negotiate and accept a real estate commission  
12 to be paid by the seller or seller's agent, or, if the sale is not through the Multiple Listing Service and the seller does not agree to  
13 pay a buyer's agent commission, Buyer will pay the Real Estate Company \_\_\_\_\_% of the sales price at the time of closing.

14 (f) **EXCLUSIVE BUYER AGENCY:** Buyer gives the Real Estate Company the right to act as the *Exclusive Buyer's Agent*  
15 (Real Estate Company becomes the agent of the buyer and is entitled to a commission on *any* properties purchased by Buyer).  
16 The Real Estate Company authorizes the Designated Agent named above to act as the exclusive *Designated Agent for the Buyer*.

- 17 f1. Buyer has no buyer agency agreement, pending offers or contracts in effect with any other real estate company.
- 18 f2. Buyer understands and agrees that other licensees of the Real Estate Company may function as designated agents for  
19 the seller, and that other buyers may also work with the Designated Agent or other licensees of the Real Estate Company,  
20 and that these other buyers may be shown or sold the same properties that are introduced to the Buyer named above.
- 21 f3. If the Designated Agent has a listing agreement with a seller, or is working with an unrepresented seller who requests equal  
22 status in the transaction, Buyer agrees that the Designated Agent's **status will change to that of facilitator** with respect to  
23 both parties on, and only on, any transaction with that particular seller.
- 24 f4. In no case shall the Real Estate Company or the Designated Agent be considered to be a dual agent.
- 25 f5. Buyer agrees to cooperate in completing disclosures, disclaimers, and forms required by the Real Estate Company, and in  
26 furnishing necessary financial information, and will read and sign the *ADVISORY TO BUYERS AND SELLERS (Disclaimer Notice)*,  
27 and the *CONFIRMATION OF AGENCY STATUS, PERSONAL INTEREST DISCLOSURE AND DUTIES OF A REAL ESTATE LICENSEE* form.
- 28 f6. Buyer will have the Designated Agent conduct all negotiations, and perform the **initial introduction and showing** of any  
29 prospective properties, including properties not listed in the Multiple Listing Service (example: for sale by owner or builder).
- 30 f7. Buyer understands there is a possibility that a seller, or a seller's agent, may not treat the terms of the Buyer's offer as confidential.
- 31 f8. Buyer understands that optional Home Protection Plans are available which may offer protective coverage after the sale.
- 32 f9. Properties are offered without regard to race, color, religion, sex, handicap, familial status, sexual orientation, or national origin.

33 (g) **TREC RULE 1260-2-.36** states that "An exclusive buyer representation agreement [such as this] is an agreement in which a  
34 licensee is engaged to represent a buyer in the purchase of a property to the exclusion of all other licensees." It also advises:

- 35 g1. The Buyer should make all arrangements to view or inspect a property through the Designated Agent named above, and  
36 should not directly contact other licensees [or sellers];
- 37 g2. The Buyer should immediately inform any other licensee the Buyer may come into contact with (for example, at an open  
38 house) [or a builder's model home] that the Buyer is represented by the Designated Agent named above; and
- 39 g3. In the event the Buyer purchases a property through another real estate licensee or directly from an owner [or builder] without the  
40 assistance of the Designated Agent, the Buyer will owe the commission on Line 13 to the Real Estate Company named above.

41 (h) **OTHER TERMS AND EXEMPTIONS:** \_\_\_\_\_

42 \_\_\_\_\_  
43 \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_

47 **Buyer certifies that all authorized parties required to lawfully bind a Purchase and Sale Agreement are signing this Agreement:**

48 **X** \_\_\_\_\_ **X** \_\_\_\_\_  
*Buyer Signature Date & Time Buyer Signature Date & Time*

49 **X** \_\_\_\_\_  
*Designated Agent Signature Date & Time*