



**BUYER-BROKER REPRESENTATION AGREEMENT
(EXCLUSIVE/FOR COMPENSATION)**

SAN FRANCISCO ASSOCIATION OF REALTORS® STANDARD FORM

_____ (“Buyer”)
and _____ (“Broker”)
agree as follows (the “Agreement”):

1. **BUYER-BROKER BASIC TERMS.** On the terms forth below, Buyer grants to Broker the exclusive right and authority to represent Buyer in identifying and purchasing real property and Broker accepts that engagement. Broker shall represent Buyer in a professional, conscientious, and diligent manner. Broker and Buyer shall comply with all federal, State and local anti-discrimination and equal housing opportunity laws. For purposes of this Agreement, “Broker” means the real estate broker identified above and that broker’s associated brokers and salespersons. (if checked) This Agreement pertains only to the following property: _____.
2. **DURATION OF AGREEMENT.** Unless otherwise terminated, this agreement starts on _____, 20____ and ends (a) one (1) year after the start date at midnight (b) upon the recordation of a deed from a seller to Buyer in connection with a transaction in which Broker represents Buyer or (c) (if checked) _____, 20____ at midnight, whichever is earlier (“Representation Period”). Broker’s right to compensation as provided below in paragraph 3 of this Agreement shall survive termination.
3. **BROKERAGE COMMISSION. “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 the seller and broker.”** In consideration of the services rendered by Broker in locating property subject to this agreement, Buyer agrees to pay Broker compensation as follows:
 - A. An acquisition fee at close of escrow in the amount of \$_____ or ____% of the purchase price.
 - B. In the event Buyer secures an option, a fee of \$_____ and an acquisition fee of \$_____ in the event the option is exercised or assigned prior to the expiration of that option.
 - C. In the event of a lease, ____% of the gross rental.

In the event that Broker collects compensation from a seller or any other party in connection with any transaction involving the property subject to this Agreement, then said sum shall be credited against the amount due to Broker from Buyer. In the event that Broker receives a sum in excess of the amounts specified above, Broker is authorized to keep that sum. Broker shall disclose to Buyer the amount and source of any compensation collected in connection with any transaction involving any such property. Broker is authorized to divide any compensation received with other brokers and salespersons in any manner acceptable to Broker.

The above compensation shall be due to Broker if Buyer, or any person acting for Buyer or on Buyer’s behalf, acquires such a property during the Representation Period, through the services of Broker or otherwise. Said compensation shall also be due if within 90 calendar days after the Representation Period, or any extension of it, Buyer enters into a contract to purchase, exchange, option or lease any property located for Buyer by Broker, or on any property which Broker negotiates on Buyer’s behalf during the Representation Period, provided that Buyer has received written notice of the addresses of such property before the end of the Representation Period. In the event that Buyer enters into any subsequent agreement with any other Broker, Buyer is advised to exclude from any such agreement any of the properties listed by Broker in compliance with this provision. Buyer shall execute and deliver appropriate escrow instructions irrevocably assigning Broker’s compensation out of escrow in any transaction under this Agreement.
4. **AGENCY RELATIONSHIP.** By entering into this Agreement, Buyer and Broker will form an agency relationship as defined by law. Buyer is the “principal” and Broker is the “agent.”
 - A. **DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS.** Before entering into this Agreement, Buyer received and read the SFAR forms *Disclosure Regarding Real Estate Agency Relationships* and *Disclosure and Consent for Broker to Represent Multiple Buyers or Sellers*.
 - B. **BROKER MAY REPRESENT MULTIPLE BUYERS.** Buyer acknowledges that other potential buyers may consider, make offers on, or acquire through Broker, the same or similar properties as Buyer is seeking to acquire. Buyer consents to Broker representing such other buyers.
 - C. **NON-CONFIDENTIALITY OF OFFERS.** Unless there is a preexisting written agreement with a seller, any purchase offer by Buyer is not confidential. A seller and seller’s agent may thus disclose any such offer and its contents to another prospective buyer to attempt to obtain better terms and conditions.
 - D. **CONSENT TO DUAL AGENCY REGARDING SELLERS.** “Dual agency” occurs when a real estate broker acting directly or through its associated brokers and salespersons represents both the buyer and seller in a transaction. Dual agency is legally allowed so long as it is with the knowledge and consent of both the buyer and seller in such a transaction. For any properties Broker has listed for sale for sellers, Buyer consents to Broker serving as a dual agent for Buyer and the seller of each such property. Before entering into a purchase agreement with such a seller, Buyer will be provided SFAR form *Disclosure Regarding Real Estate Agency Relationships*. Further, the agency relationships will be confirmed in any such purchase agreement.
5. **AUTHORIZATIONS BY BUYER.** During the Representation Period, Buyer authorizes Broker to: (a) find prospective properties to present for Buyer’s consideration; (b) assist Buyer in preparing purchase offers and presenting them to sellers; (c) assist Buyer in negotiating purchase agreements; (d) obtain a credit report for Buyer and assist with Buyer’s efforts to obtain financing and a loan pre-qualification letter; (e) provide Buyer with a list of recommended inspection professionals; (f) order reports and schedule and attend inspections by any inspection professionals engaged by Buyer; (g) assist Buyer with any post-inspection negotiations and the escrow process; and, (h) otherwise advise Buyer as to the real estate transaction process.

Buyer’s Initials **Broker’s Initials**
_____/_____/_____



6. **BUYER'S OBLIGATIONS.** During the Representation Period, Buyer agrees to work exclusively with Broker and not with any other real estate brokers, salespersons, or sellers/owners with respect to viewing or acquiring property subject to this Agreement and to refer to Broker all inquiries in any form from any other real estate brokers, salespersons, sellers/owners, or any other source. Buyer further agrees to: (a) provide Broker with accurate information about Buyer's wants and needs for the acquisition of the property subject to this Agreement and relevant personal and financial information to aid in Buyer's ability to obtain financing; (b) pay for any and all reports, inspections or other services provided by third party vendors arranged by Broker on Buyer's behalf; and (c) conduct all negotiations in good faith.
7. **LIMITATIONS ON SCOPE OF BROKER'S DUTIES.** Broker does not: (a) inspect normally inaccessible areas of the property (e.g., crawl spaces under house, unimproved attic, roof, garage or basement with stored items blocking visibility, etc.); (b) conduct off-site inspections of public records (e.g., permits, lawsuits, common area defects relative to condos, coops and TICs, etc.); (c) investigate for environmental, geologic or seismic issues; (d) verify boundary lines or square footage; (e) verify information provided by the seller or others regarding the property, including without limitation whether a property is not subject to San Francisco's rent control laws or complies in whole or in part with local building code requirements (e.g., whether any "in-law" units are legal or illegal); (f) represent, warrant or guarantee that Seller will make full disclosure, regardless of the agency relationships involved; (g) decide what price Buyer should pay for a property or what price a seller should accept; (h) warrant the quality or fitness of any services provided by other professionals, including without limitation any inspectors referred by Broker to Buyer; or, (i) provide any tax or legal advice. Broker thus urges Buyer to engage qualified professionals and independently investigate the property to Buyer's full satisfaction before removing any inspection contingencies in a purchase contract. Buyer agrees that Broker's obligations under this Agreement are limited as set forth above.
8. **LEGAL ACTION TIME LIMITATION.** Any legal action arising from or relating to this Agreement must be brought within two (2) years of the termination of the Representation Period, or the date such action arises, whichever is earlier, or it will be for all times barred.
9. **AUTHORITY TO ENTER AGREEMENT.** Buyer confirms that Buyer has not entered into any exclusive representation agreement(s) with any other real estate broker or associated broker or salesperson and agrees not to do so during the Representation Period. In the event that this Agreement is entered into for a real estate broker by an associated broker or salesperson, that real estate broker shall have the right to terminate this Agreement within five (5) days after it is entered if it was unauthorized.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the Buyer and Broker regarding the above matters. Any prior agreement between them regarding the above matters is fully replaced by this Agreement. No change, including without limitation any extension to this Agreement, may be made except in a writing signed by both Buyer and Broker.

OTHER TERMS AND CONDITIONS: _____

Dated _____, 20_____

Broker and Buyer, by signing below, each agree to all of the above and acknowledge receipt of a copy of this Agreement.

Buyer Signature _____ Printed Name _____
 Address _____
 Phone _____ Fax _____ E-mail _____

Buyer Signature _____ Printed Name _____
 Address _____
 Phone _____ Fax _____ E-mail _____

Broker _____ Broker DRE License # _____ By Salesperson or Associate Broker _____
 Printed Salesperson or Associate Broker Name _____ Salesperson or Associate Broker DRE License # _____
 Address _____
 Phone _____ Fax _____ E-mail _____

Reviewed by Managing Broker _____	Date _____
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A REAL ESTATE BROKER OR AGENT CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.

