



BUYER REPRESENTATION AGREEMENT

_____ (“Buyer”) grants to COLDWELL BANKER REALTY (“Broker”) the exclusive (or, if checked, non-exclusive) right to serve as Buyer’s real estate broker to assist Buyer in purchasing real property described in Paragraph 2 (the “Property”). Buyer represents that they do not have any active exclusive representation agreement(s) with any other broker(s), and also represents that they do not have any non-exclusive representation agreement(s) with any other broker(s) except the following:

Buyer and Broker are at times referred to herein as the “Parties.” The Parties agree to the following terms as follows:

1. **TERM.** This Buyer Representation Agreement (“Agreement”) begins on the date that all Parties have signed it. It terminates at 11:59 p.m. on _____ (not to exceed 90 days), unless earlier terminated in writing at any time by a Broker branch manager or in writing by Buyer. Cancellation effective upon receipt. (“Term”).

2. **TYPE OF PROPERTY.** Broker will search for property based on the following criteria, such as location(s), price range(s), address(es), type(s), feature(s), other specified criteria:

Single family home, condo, townhouse, 1-4 units, in Los Angeles County.

_____ or any property in which there was Broker Involvement.

3. **BUYER AGREEMENT TO AGENCY RELATIONSHIPS AND BROKER’S OBLIGATIONS.** The Parties agree that Broker shall diligently exercise reasonable skill and care to achieve the purpose of this Agreement; and that Broker’s and its Agent’s respective duties to Buyer are limited to the descriptions within the “Disclosure Regarding Real Estate Agency Relationship” form. Broker is not a qualified professional concerning technical advice regarding the physical condition of Property, nor in other areas of expertise, such as the law, insurance, tax, financing, construction, surveying, structural conditions, septic, well, hazardous materials, or engineering. Buyer shall hire and rely upon qualified professionals for such matters.

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 Parties and others.

4. **COMMISSION TO BROKER.** Buyer agrees to pay Broker commission for each Property purchase contract formed during the Term as follows at the close of escrow: 2.5 % of the total purchase price (the “Commission”), less any amounts Broker receives for Buyer brokerage services from another, as discussed below, regardless of whether the transaction closes escrow during or after the Term. Broker will not accept compensation on the Buyer’s side of the transaction from any source that exceeds the amount of the Commission.

If Buyer agrees to exclusive representation, Broker is entitled to the Commission if Buyer purchases Property with or without Broker Involvement. If Buyer agrees to non-exclusive representation, Broker is entitled to the Commission for any Property purchase for which there was Broker Involvement, which includes any of the following: (i) if Broker showed the Property to Buyer in person or virtually; (ii) if Broker submitted Buyer’s offer; (iii) if Broker reviewed Property-specific documents for Buyer’s benefit; (iv) if Broker assisted Buyer in analyzing the Property; or (v) if Broker communicated with seller or seller’s agent about the Property on Buyer’s behalf (“Broker Involvement”).

5. COMMISSION PAYMENTS FROM OTHERS:

A. At Buyer’s request, Broker will conduct a Property search for Buyer based on the criteria Buyer provides such as price range, property type, features, location, and any additional criteria Buyer specifies. Some properties that are available for sale may include an offer of compensation (“Compensation Offer”) to a buyer’s broker (including Broker) from the seller (“Seller”) or listing broker (“Listing Broker”). A Compensation Offer may be lower, higher, or the same as the amount of the Commission that Buyer agrees to pay Broker in paragraph 4. Other properties may not include any

Compensation Offer. Broker will inform Buyer of all properties that reasonably meet Buyer's search criteria regardless of any Compensation Offer, which will provide Buyer with the greatest exposure to available properties, but which may also obligate Buyer to pay all or part of the Commission at closing. If Buyer purchases a Property, the amount that Buyer owes Broker under paragraph 4 will be reduced by the amount of the Compensation Offer received by Broker on Buyer's side of the transaction.

- B. Buyer has the option, in Buyer's sole discretion, to direct Broker not to show Properties that have a Compensation Offer of less than ___%. If Buyer selects that option, initial here: _____/ _____[Buyer Initials]
- C. Buyer may include a provision in Buyer's purchase offer to the Seller that requests the Seller pay to Broker an amount that reduces or eliminates Buyer's obligation to pay the Commission in paragraph 4, which Seller may or may not accept. If accepted by the Seller, Buyer should ensure that the Seller's agreement to pay any part of the Commission is included in Buyer's final sales contract. Any Seller concessions that are offered and agreed to will first be applied to payment of any unpaid portion of the Commission at closing. If Broker is also the Listing Broker, the list side commission paid to Broker by the Seller is not included in calculating the amount paid to Broker at closing for purposes of reducing any portion of the Commission that Buyer may owe to Broker.
- D. If Broker provides, within 7 days of any termination of this Agreement, written notice to Buyer of a Property for which there was Broker Involvement, then if Buyer purchases any such Property within ___days (not to exceed 180 days) of any termination of this Agreement, then Buyer will owe Broker the Commission.

- 6. **ESCROW INSTRUCTIONS.** Buyer irrevocably assigns to Broker the Commission from Buyer's funds in escrow. This Agreement may be submitted to escrow as instructions to compensate Broker. Buyer agrees to execute and deliver any further escrow instructions irrevocably assigning Broker's compensation out of escrow.
- 7. **MODIFICATION OR AMENDMENT.** The Parties further agree that this Agreement may only be modified or amended in writing signed by all Parties.
- 8. **COUNTERPARTS AND ELECTRONIC TRANSMISSION.** This Agreement, any modification, and any related addenda may be executed in two or more counterparts, with any electronic signatures and/or electronic transmissions of a signed copy of this Agreement being considered the same as an original/delivery of an original.
- 9. **ENTIRE AGREEMENT.** Except for any obligation Buyer may have under any written limited services representation agreement with Broker (which survives), this Agreement, any related addenda, and the above-referenced form documents contain the complete and exclusive statement of its terms; any and all prior or contemporaneous discussions, negotiations, representations, and agreements of the Parties, whether oral, written, expressed, or implied, that are not expressly set forth herein, are merged into and superseded by the terms of this Agreement.

The Parties acknowledge that they have read and agree to all of the above terms and conditions. If a legally authorized signer for Buyer, that person represents and warrants that all individuals who must sign on behalf of Buyer have signed this Agreement and have authority to bind Buyer to the terms of this Agreement.

Buyer: _____ Date: _____ Buyer: _____ Date: _____

Buyer Telephone Number: _____ Address: _____

Coldwell Banker Realty: _____ Date: _____

Sales Associate License No.: _____