

**BUSINESS RELATIONSHIP BETWEEN BROKER AND BUYER**

**BR**

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

1 **BROKER (Company)** \_\_\_\_\_

2 **LICENSEE(S)** \_\_\_\_\_

3 *Note: The terms "buyer," "seller," and "buy" also will be construed to mean "tenant," "landlord," and "rent," respectively, throughout this agreement.*

**BUSINESS RELATIONSHIP AS DESCRIBED IN THE CONSUMER NOTICE**

Does Buyer have a business relationship with another broker?  Yes  No

If yes, explain: \_\_\_\_\_

**Broker and Buyer agree to the following business relationship as allowed by Broker's Company policy:**

**SELLER AGENT** (for properties listed with Broker)/**SUBAGENT FOR SELLER** (for properties listed with other companies).

**TRANSACTION LICENSEE** (for properties not listed with Broker; however, if property is listed under an agency contract with Broker, Broker is a Seller's Agent).

**BUYER AGENT** (for properties listed with Broker and other companies, and for properties not listed with any broker) Broker will be Buyer's Agent under the terms agreed to in the Buyer Agency Contract below.

**EXCLUSIVE BUYER AGENCY CONTRACT**

**1. TERM**

(A) No Association of REALTORS® has set or recommended the term of this contract. Broker and Buyer have discussed and agreed upon the length or term of this Contract.

(B) **This Contract applies to any property that Buyer chooses to buy during the term of this Contract. Buyer will not enter into a Buyer Agency Contract with another broker/licensee that begins before the Ending Date of this Contract. Starting Date:** This Contract starts when signed by Buyer and Broker, unless otherwise stated here:

**Ending Date:** This Contract ends \_\_\_\_\_

(C) If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.

(D) If Buyer is negotiating or has signed a lease, this Contract ends upon possession.

**2. BROKER'S FEE** No Association of REALTORS® has set or recommended the Broker's fee. Broker and Buyer have negotiated the fee Broker will receive for performing real estate services for Buyer.

(A) It is Broker's policy to accept compensation offered by the listing broker and/or the seller. Broker may be paid a fee that is a percentage of the purchase price (or in the case of a lease, a percentage of the total amount of rent due over the term of the lease). Even though Broker's Fee, or a portion of it, may be paid by a seller or listing broker, Broker will continue to represent the interests of Buyer.

(B) 1. If the amount received in paragraph 2(A) from a **listing broker** is less than \_\_\_\_\_ then Buyer will pay Broker the difference or include it as a term in the Agreement of Sale for the seller to pay.

2. If the amount received in paragraph 2(A) from a **seller not represented by a broker** is less than \_\_\_\_\_, then Buyer will pay Broker the difference or include it as a term in the Agreement of Sale for the seller to pay.

(C) In addition to any amounts paid to Broker in subparagraphs 2(A) and/or 2(B), Buyer will pay Broker an additional amount of \_\_\_\_\_ as part of Broker's Fee.

(D) 1. **Broker's Fee is earned if Buyer enters into a sale or lease agreement during the term of this Contract, whether brought about by Broker, Broker's agents or by any other person, including Buyer.**

2. If Buyer enters into a sale/lease agreement for a property after the Ending Date of this Contract, Buyer will pay Broker's Fee:

(a) if the sale/lease is a result of Broker's actions during the term of this Contract, OR

(b) if the property was seen during the term of this Contract, AND

(c) Buyer is not under an exclusive buyer agency contract with another broker at the time Buyer enters into a sale/lease agreement.

**3. DUAL AGENCY** Buyer agrees that Broker may also represent the seller of the property that Buyer might buy. The Broker is a DUAL AGENT when representing both the seller and the buyer in the sale of a property.

**4. DESIGNATED AGENCY**

**Not Applicable.**



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1/14/2010 3:43:10 P.M.

Buyer Initials: \_\_\_\_\_

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Broker/Licensee Initials: \_\_\_\_\_

51  **Applicable.** Broker may designate licensees to represent the separate interests of Buyer and the seller. Licensee  
52 (identified above) is the Designated Agent, who will act exclusively as the Buyer Agent. If Licensee is also the  
53 Seller Agent, then Licensee is a DUAL AGENT.

54 **5. CONFLICT OF INTEREST** A *conflict of interest* is when Broker or Licensee has financial or personal interest in the  
55 property where Broker or Licensee cannot put Buyer's interest before any other. If Broker, or any of Broker's licensees,  
56 has a *conflict of interest*, Broker will notify Buyer in a timely manner.

57 **6. BROKER'S RELATIONSHIP WITH SELLER**

58 (A) Buyer understands that, if Broker is also working as a Seller Agent/Subagent or seller or Transaction Licensee,  
59 Broker may receive a fee from the seller. As a Seller Agent/Subagent for Seller or a Transaction Licensee, Broker  
60 may not charge any fee to Buyer without a signed written agreement.

61 (B) Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not  
62 limited to, listing property for sale; deed/document preparation; ordering certifications required for closing; financial  
63 services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.  
64 Broker will disclose to Buyer if any fees are to be paid by the seller.

65 **7. OTHER BUYERS** Licensee may show or present the same properties to other buyers.

66 **8. TRANSFER OF THIS CONTRACT** Buyer agrees that Broker may transfer this Contract to another broker. Broker  
67 will notify Buyer immediately in writing if Broker transfers this Contract to another broker.

68 **9. CONFIDENTIALITY** Buyer understands that sellers or sellers' representatives might not treat the existence, terms or  
69 conditions of any offer as confidential unless there is a confidentiality agreement between Buyer and the seller.

70 **10. DEPOSIT MONEY**

71 (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives  
72 in an escrow account as required by the real estate licensing laws and regulations until the sale is completed or the  
73 agreement of sale is ended. Buyer agrees that Broker may wait to deposit any uncashed check that is received as  
74 deposit money until Buyer's offer has been accepted.

75 (B) If an agreement of sale is ended and there is a dispute over whether the buyer or seller should get the deposit monies,  
76 a broker is not legally permitted to decide which party should get the deposit monies. A broker holding the deposit  
77 monies is required by the Rules and Regulations of the State Real Estate Commission to retain the monies in escrow  
78 until the dispute is resolved by the parties. If a lawsuit is filed, a broker will distribute the monies according to the  
79 terms of a final order of court or a written agreement of the parties. If Buyer joins Broker or Licensee in a lawsuit for  
80 the return of deposit monies, Buyer will pay Broker's and Licensee's attorneys' fees and costs.

81 **11. BUYER INSPECTIONS**

82 (A) Unless Buyer and the Seller agree otherwise, real estate is sold in its present condition. It is Buyer's responsibility to  
83 determine whether the condition of the property is satisfactory. Buyer may request that the property be inspected, at  
84 Buyer's expense, by qualified professionals to determine the condition of the structure or its components. Areas of  
85 concern may include, but are not limited to: electrical; plumbing; heating, ventilating and air conditioning;  
86 appliances and fixtures; water infiltration; basement; roof; boundaries; prior sale or lease of oil, gas and/or mineral  
87 rights; asbestos, mold and indoor air quality, carbon monoxide, radon, and environmental hazards or substances;  
88 wood-destroying insect infestation; on-site water service and/or sewage system; and lead-based paint. Buyer's  
89 request for any inspection should be made to Broker before entering into an Agreement of Sale or lease.

90 (B) Buyer is advised that information regarding properties considered for purchase by Buyer has been provided by the  
91 seller or seller's broker. Such information may include, but is not limited to, the information on the Seller's Property  
92 Disclosure Statement, including environmental conditions; MLS information, including information regarding  
93 restrictions, taxes, assessments, association fees, zoning restrictions, dimensions, boundaries (if identified); and  
94 marketing information. Unless otherwise noted, Broker has not verified the accuracy of this information, and Buyer  
95 is advised to investigate its accuracy.

96 **12. OTHER**

97 **Buyer has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code**  
98 **§35.336 and the Notices to Buyers in this agreement. Pennsylvania law requires that a business relationship between**  
99 **Broker and Buyer be in writing.**

100  
101 **This is the entire agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a part of this**  
102 **agreement. Any changes or additions to this agreement must be in writing and signed by Broker and Buyer.**

103

104 Return by facsimile (FAX) transmission constitutes acceptance of this agreement.

105

106 NOTICE BEFORE SIGNING: IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT AN  
107 ATTORNEY.

108 Buyer gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail  
109 address(es) listed below.

110

111 BUYER'S MAILING ADDRESS:

112 \_\_\_\_\_

113 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

114 E-MAIL: \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

115

116 BROKER (Company Name) \_\_\_\_\_

117 ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

118

### **NOTICES TO BUYERS**

**CIVIL RIGHTS ACTS** Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale or rental of property.

**EXPERTISE OF REAL ESTATE AGENTS** Pennsylvania Real Estate Agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise, Buyer is encouraged to seek the advice of an appropriate professional.
- (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other appropriate professional.

**NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)** The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. §9791 et seq.) providing for community notification of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).