



## BUYER BROKER AGREEMENT

### 1. PARTIES TO THIS AGREEMENT.

"BUYER(s)": \_\_\_\_\_

"BUYER BROKER": \_\_\_\_\_

**2. PURPOSE.** This agreement is designed to allow BUYER to engage BUYER BROKER, a qualified, licensed professional, to view property and receive contract negotiation and advocacy services throughout the entire real estate offer and purchase process. This is a non-exclusive agreement.

**3. LENGTH OF AGREEMENT.** This agreement shall begin on \_\_\_\_\_ and expires at 11:59 p.m. on \_\_\_\_\_, or upon the closing or termination of any then-pending transaction, whichever is later (the "Term").

**4. AGENCY DISCLOSURE.** By signing below, Buyer understands and agrees that this Agreement creates an agency relationship with BUYER AGENT(s), \_\_\_\_\_ and with any other agent associated with BUYER BROKER that BUYER BROKER appoints to act as BUYER AGENT. Buyer acknowledges having received the Massachusetts Mandatory Licensee-Consumer Relationship Disclosure.

**5. BUYER BROKER'S DUTIES.** BUYER BROKER will exercise good faith efforts to:

- (a) locate and present suitable Properties to BUYER;
- (b) tour and prepare detailed analysis of specific Properties, per Buyer's request;
- (c) help Buyer prepare, negotiate, and secure a contract to purchase one or more Properties;
- (d) cooperate with seller's real estate licensee(s) to facilitate and complete Buyer's purchase of the Property;
- (e) perform other services as needed and requested by Buyer.

ADDITIONAL SERVICES AGREED TO INCLUDE:

\_\_\_\_\_  
\_\_\_\_\_

(Any activity of BUYER BROKER under clauses (b), (c), or (d) constitutes BUYER BROKER'S EFFORTS.)

**6. BUYER'S ROLE.** Buyer is encouraged to be accompanied by their BUYER BROKER on BUYER's first visit to the property and to conduct all negotiations for the property in good faith and exclusively through BUYER BROKER. BUYER is not a party to any active, exclusive buyer-broker representation agreements. BUYER understands that signing more than one buyer-broker representation agreement for any overlapping period of time could expose BUYER to liability for paying additional fees.

**7. BUYER BROKER FEE.** The BUYER BROKER FEE is either:

- (a)  **COMMISSION:** \_\_\_\_\_% percentage of the ( net /  gross) selling price. The Gross Sales price is the sales price unmodified by seller concessions or buyer upgrades; or  Flat Fee of \$\_\_\_\_\_ dollars for the procured property; or
- (b)  **FEE FOR SERVICES:** BUYER shall pay BUYER BROKER a non-refundable FEE FOR SERVICES in the amount of \$\_\_\_\_\_ ( due and payable upon execution of this Agreement/  due and payable upon receipt of invoice(s) from BUYER BROKER). Such FEE FOR SERVICES ( shall /  shall not) be applied against any COMMISSION owed to the BUYER BROKER. BUYER BROKER Services shall include 5(a)-5(e) above, unless stricken by the parties.

**THE BUYER BROKER FEE IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.** Buyer agrees to pay BUYER BROKER, the BUYER BROKER FEE as provided above for any property where BUYER BROKER exerts BUYER BROKER'S EFFORTS on BUYER's behalf during the TERM ("PROCURED PROPERTY"), due upon the successful closing of BUYER's purchase of the PROCURED PROPERTY. **NOTE: If Buyer enters into an agreement to purchase any PROCURED PROPERTY following the expiration or earlier cancellation of this agreement, Buyer shall nevertheless be liable to BUYER BROKER for the full BUYER BROKER FEE upon closing, even if BUYER has retained**



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*another brokerage firm and is required to pay that other firm under their agreement.* The BUYER 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 BUYER BROKER FEE to BUYER BROKER. This Section shall survive the expiration or earlier cancellation of this agreement.

**8. COLLECTING BUYER BROKER FEE FROM THE SELLER: The BUYER BROKER shall seek BUYER BROKER FEE from the following sources:**

- (a) *Direct Seller-to-Broker Compensation.* BUYER authorizes BUYER BROKER to request that the BUYER BROKER FEE be paid, in whole or in part, by the seller, to BUYER BROKER at closing. Any such arrangement will be memorialized in a separate agreement between the seller and BUYER. BUYER understands that BUYER BROKER may not be able to communicate with the seller without first receiving the seller's broker's permission to do so.
- (b) *Credit to BUYER at Closing.* BUYER may choose to negotiate that the BUYER BROKER FEE be paid, in whole or in part, by the seller, through a seller-credit to BUYER at closing. At BUYER's instruction, BUYER BROKER will write this request into BUYER's offer to purchase a PROCURED PROPERTY.

Any amounts paid by the seller toward the BUYER BROKER FEE shall reduce the amount of the BUYER BROKER FEE to be paid by BUYER. In no event will BUYER BROKER retain a BUYER BROKER FEE that exceeds what is specified in Section 7. BUYER BROKER shall show all property listings that fit Buyer's criteria, unless directed differently below.

**BUYER BROKER is prohibited from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.** BUYER BROKER further agrees not to filter listings based on offers of compensation from sellers or listing brokers to other brokers. BUYER understands that the seller is not required to pay the BUYER BROKER FEE. BUYER expressly consents to BUYER BROKER receiving compensation from more than one party.

**9. DISPUTE RESOLUTION/GOVERNING LAW.** Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement, shall, upon demand of either party, be submitted for binding arbitration, to the Cape Cod & Islands Association of REALTORS® or, in the event the association/board declines to hear the matter, to the American Arbitration Association ("AAA") or, upon mutual agreement, to another dispute resolution service. The Laws of the Commonwealth of Massachusetts shall govern the terms of this Agreement.

**10. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. This Agreement is binding upon the Buyer's heirs, successors, and assigns.

**11. OTHER PROVISIONS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUYER has read this Agreement, understands its contents and understands that it is a legally binding Agreement. BUYER is advised to consult an Attorney before signing.**

**BUYER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**BUYER AGENT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**On behalf of BUYER BROKER:** \_\_\_\_\_ **Date:** \_\_\_\_\_