

Non-Exclusive Buyer-Broker Representation Agreement

(For use in California Only – Form: NEBBA)

1. Parties: This “Agreement” is entered into by and between:

Buyer: _____ **SAMPLE BUYER** _____ Tel: _____ Email: _____

Buyer: _____ **SAMPLE BUYER** _____ Tel: _____ Email: _____

(Together, “Buyer”) and Broker: _____ **SAMPLE BROKER** _____ License: 00000000
 (“Broker”). Together, Buyer and Broker are the “Parties”.

2. Term: The term of this Agreement shall begin on: _____, 20 __ (“Start Date”) and shall terminate at 11:59 PM on the earlier of a.) _____, 20 __; or b.) 90 days after the Start Date (“Term of Agreement”).

3. Agency Law Disclosure: Broker has provided Buyer a Disclosure Regarding Real Estate Agency Relationship (Cal Civil Code §§ 2079 et seq). Buyer Initial: _____ Buyer Initial: _____

4. Dual Agency (i.e. Broker representing both Buyer and seller as a fiduciary in the same transaction):
 Buyer consents to dual agency. Buyer does not consent to dual agency.

5. Mutual Non-Exclusivity: Nothing in this Agreement precludes the Parties from entering into a similar agreement(s) with another broker(s) or buyer(s). Entering into this Agreement does not extinguish any potential obligation of Buyer to pay a commission or fee to another broker(s) as a result of an agreement(s) with said broker(s).

6. Covered Property: This agreement is applicable to the real property(ies) or mobile home(s) described as follows: _____ (“Covered Property”).

7. **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 or buyer and broker.**

8. **Brokerage Fee Amount: Total fees and commission owed by Buyer to Broker under this Agreement shall be determined by summing the following items:**

a. **Commission: If Buyer purchases Covered Property as the result of Broker preparing and/or presenting and/or negotiating an offer(s) and/or counter-offer(s) for Buyer to purchase said Covered Property, a fee of \$ _____; or, _____% of the gross purchase price of said Covered Property purchased by Buyer (“Commission”).**

b. **Transaction Coordination Fee: A fee of \$ _____ per escrow opened as the result of Broker preparing and/or presenting and/or negotiating an offer(s) and/or counter-offer(s) for Buyer to purchase Covered Property and such offer(s) and/or counter-offer(s) being accepted (“Transaction Coordination Fee”).**

9. Broker Option or Obligation to Identify Prospective Covered Property:

a. Broker may, but is not required to, identify prospective Covered Property for Buyer.

b. Broker shall identify prospective Covered Property for Buyer and notify Buyer of the availability of such Covered Property.

10. Status of Buyer Financing Arrangements: Buyer intends to use the following type(s) of financing to purchase Covered Property: Conventional FHA VA USDA All Cash Purchase

Other Financing: _____ Buyer shall provide Broker a copy of Buyer’s loan pre-approval or proof of funds within ___ calendar days. Buyer has not met with a mortgage loan officer to discuss financing.

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11. Broker Not Providing Legal Advice, Tax Advice, Insurance Advice, or Real Estate Appraisal: Regardless of the type of information or services Broker or Broker's associate licensee(s) or employee(s) provides to or for Buyer, none of such information or services provided to or for Buyer under this Agreement shall be construed as legal advice, tax advice, insurance advice, or a real estate appraisal.
12. No Steering or Kickbacks to Broker: Broker shall not use any offer of cooperating broker commission or seller-paid concessions (or lack thereof) as a basis for selecting which properties to show Buyer. Any such offer of cooperating broker commission or seller-paid concessions shall be disclosed by Broker to Buyer, and if actually paid, shall be credited to Buyer through escrow. Broker may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement related to Covered Property purchased by Buyer, except compensation paid to broker for seller representation.
13. Consent for Communication: Buyer consents to Broker and Broker's associate licensee(s) or employee(s) initiating communication with Buyer via the phone number(s) and email address(es) provided by Buyer herein. If Buyer wishes to cease receiving such communication Buyer shall notify Broker of such request in writing.
14. Cancellation: Buyer or Broker may cancel this Agreement prior to the end of the Term of Agreement by providing written notice of cancellation by email to the other Party, except that such early cancellation by Buyer does not extinguish Buyer's obligation to pay any Commission and Transaction Coordinator Fee earned by Broker as the result of Broker having prepared and/or presented on Buyer's behalf an offer(s) or counter-offer(s) on Covered Property prior to Buyer sending Broker notice of Cancellation.
15. Additional Terms and Conditions (Attach addendum if needed):

16. Additional Disclosures (Attach addendum if needed):
 Privacy Policy Affiliated Business Disclosure Buyer Advisory

Signatures: The Parties signing below agree to the terms of this Agreement.

Buyer Name (Printed): _____

Signature: _____ Date: _____

Buyer Name (Printed): _____

Signature: _____ Date: _____ If checked Additional signatures attached.

Broker (Printed name): SAMPLE License ID: _____

By (Broker or Associate Licensee): SAMPLE License ID: _____

Signature: _____ Date: _____ Tel: _____ Email: _____

- Agreement not binding on Broker without Broker's manager or designated broker approval within ____ calendar days. Manager or designated broker approval (initials) _____ Date: _____

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