



This Agreement is made by on this date \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as “**BUYER**” and \_\_\_\_\_, a Professional Licensed Real Estate Professional, License number \_\_\_\_\_, who is a real estate agent for the **BROKERAGE** herein referred to as “**BROKER**”.

Licensee is hereafter referred to as the exclusive **BROKER** for the **BUYER**:

**BROKERAGE NAME:** \_\_\_\_\_

**TERMS OF AGREEMENT**

**BROKER** shall provide defined services for a successful acquisition for the **BUYER** who intends to purchase a property, properties, and/or land, herein referred to as “property”.

**BUYER** shall compensate **BROKER** through the escrow upon the successful completion of the purchase.

**BROKER** and **BUYER** agree that the **BUYER** agrees to work exclusively with **BROKER** for the term of this agreement is for \_\_\_\_\_ months or upon the close of escrow whichever is later.

**BROKER RESPONSIBILITIES TO BUYER**

1. **BROKER** and **BUYER** shall mutually identify **BUYER**’s criteria for acceptable property. **BROKER** shall assist **BUYER**, if **BUYER** requests assistance with purchase options including lending options.
2. **BROKER** shall provide market analysis, insights, and trends used to create a Residential Purchase Agreement price. **BROKER** shall provide access to off market properties that could provide unique opportunities such as expired and cancelled property listings. (This could eliminate multiple offer situations and could have a positive impact on **BUYER** receiving seller concessions.)
3. **BROKER** shall assist with **NEW HOME** purchase and comparisons with **RESALE** options.
4. **BROKER** shall explain the Residential Purchase Agreement and it’s key components such as purchase price, earnest deposit, loan and appraisal contingencies, Seller Real Property Disclosure (SRPD) review, due diligence period and property inspection, repair requests based on the inspection, closing date considerations, lease back consideration, closing costs, and request for **SELLER** concessions. Additional documents to be signed with this agreement: Duties Owed By A Licensee, **BUYER**’s Notice of Disclosure, Residential Disclosure Guide, Wire Fraud Disclosure, and a Timeline & Checklist.
5. **BROKER** shall analyze “List To Sales Price” ratios to determine how much below or above asking price should be. **BROKER** shall report the average days on market and months of inventory as it relates to the purchase.
6. **BROKER** shall research and gather intel about the property history and request information about why the property is being sold and if **SELLER** is providing any concessions that would be credited to the **BUYER**.
7. **BROKER** and **BUYER** shall draft the Residential Purchase Agreement (RPA). **BROKER** shall deliver RPA to Seller’s Agent. **BROKER** shall make best efforts to obtain Seller concessions for **BUYER**.
8. **BROKER** shall define and explain the critical dates and deadlines that are key milestones during the contract period.
9. **BROKER** shall coordinate with the Professionals involved in the purchase process such as lenders, inspectors, contractors, appraisers, escrow officers, and seller’s agent/**BROKER**.
10. **BROKER** shall communicate with **BUYER** throughout the course of the purchase process. **BROKER** shall provide ongoing assistance for **BUYER** that may arise during the process.



**COMPENSATION FOR SERVICES RENDERED**

1. BROKER shall be compensated, whether through a negotiated concession paid by the seller, a retainer fee, or other arrangements. **The Broker Fee is NOT set by law or by any REALTOR® Association and is fully negotiable.** BUYER and BROKER agree, compensation is negotiable. BROKER shall remit any amount from any source that exceeds the BROKER compensation to the BUYER through escrow.
2. This agreement shall act as escrow instructions for payment of the Broker Fee to BROKER.
3. BUYER's BROKER will request Concession from Seller to be credited to BUYER, which BUYER may use to pay any closing costs, including BROKER compensation agreed to herein.
4. RESALE Home: BROKER's fee to be not less than \_\_\_\_% of Sales price, nor more than \_\_\_\_% of Sales price. Any amount offered as a Seller Concession to BUYER will first be used towards BUYER fee per this agreement. Any amount OVER \_\_\_\_% shall be credited to BUYER to use as BUYER determines. Any amount UNDER \_\_\_\_ will be BUYER's responsibility to pay to BROKER. The amount shall be reflected on the escrow's Settlement Statement. Amount credited from Seller to BUYER so long as minimum \_\_\_\_% is met will constitute full satisfaction of BUYER's fee. Fee shall be \_\_\_\_% and or \$\_\_\_\_\_ per BUYER agreement.
5. BUYER acknowledges that BROKER will make best efforts to determine concessions offered by Seller. In the event Listing BROKER is unavailable to disclose said concessions, BUYER may instruct BROKER:
  - A) Do NOT SHOW any property without first determining concessions
  - B) Show properties that meet BUYER criteria and BUYER will attempt to negotiate concessions in the RPA. In the event no concessions are agreed to, BUYER acknowledges, minimum fee outlined herein will be added to the BUYER's settlement charges and will be due upon close of escrow.
6. NEW Home:
 

New Home Developers typically offer a 'Referral Fee' to BROKER when BUYER visits the New Home Development for the first time. BUYER fee on a New Home will be not less than \_\_\_\_%, nor more than \_\_\_\_%. Any compensation, including bonuses, paid by Developers will offset the minimum \_\_\_\_% and in the event fees paid exceed \_\_\_\_%, BUYER will receive credit for any amount over \_\_\_\_%. BUYER understands that if BUYER goes to a NEW Home Development for the first time without BROKER and subsequently purchases from that Developer, BUYER agrees to compensate BROKER per this agreement.

**BUYER DECLARATION**

BUYER acknowledges and warrants that BUYER has not entered into any other exclusive agreements with any other Nevada BROKER/AGENT. BUYER understands that multiple agreements could subject BUYER to multiple fee obligations. BUYER has not relied on any statement of the BROKER which are not herein expressed.

By signing below, BUYER and BROKER agree to the terms set forth in this agreement.

**BUYER: PRINT NAME** \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**BROKERAGE:** \_\_\_\_\_

LICENSEE SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

LICENSEE TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

BROKER SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

This is intended to be a legally binding contract. No Representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.



**SUPPLEMENT FOR ADDITIONAL BUYER SIGNATURES**

By signing below, BUYER and BROKER agree to the terms set forth in this agreement.

**BUYER 2: PRINT NAME** \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**BUYER 3: PRINT NAME** \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**BUYER 4: PRINT NAME** \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_