

BUSINESS RELATIONSHIP BETWEEN BROKER AND BUYER

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.*

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

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

6 If yes, explain: _____

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

- 8 **SELLER AGENT** (for properties listed with Broker)/ **SUBAGENT FOR SELLER** (for properties listed with other companies).
 9 **TRANSACTION LICENSEE** (for properties not listed with Broker; however, if property is listed under an agency contract with Broker,
 10 Broker is a Seller's Agent).
 11 **BUYER AGENT** (for properties listed with Broker and other companies, and for properties not listed with any broker) Broker will be Buyer's
 12 Agent under the terms agreed to in the Buyer Agency Contract below.

13 **EXCLUSIVE BUYER AGENCY CONTRACT**

14 **1. TERM**

- 15 (A) No Association of REALTORS® has set or recommended the term of this contract. Broker and Buyer have discussed and agreed upon
 16 the length or term of this Contract.
 17 (B) **This Contract applies to any property that Buyer chooses to buy during the term of this Contract. Buyer will not enter into a**
 18 **Buyer Agency Contract with another broker/licensee that begins before the Ending Date of this Contract.**
 19 **Starting Date:** This Contract starts when signed by Buyer and Broker, unless otherwise stated here:

20 _____
 21 **Ending Date:** This Contract ends _____

- 22 (C) If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.
 23 (D) If Buyer is negotiating or has signed a lease, this Contract ends upon possession.

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

- 26 (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
 27 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
 28 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.
 29 (B) 1. If the amount received in paragraph 2(A) from a **listing broker** is less than _____ then Buyer will pay Broker the
 30 difference or include it as a term in the Agreement of Sale for the seller to pay.
 31 2. If the amount received in paragraph 2(A) from a **seller not represented by a broker** is less than _____, then Buyer
 32 will pay Broker the difference or include it as a term in the Agreement of Sale for the seller to pay.
 33 (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
 34 _____ as part of Broker's Fee.
 35 (D) 1. **Broker's Fee is earned if Buyer enters into a sale or lease agreement during the term of this Contract, whether brought**
 36 **about by Broker, Broker's agents or by any other person, including Buyer.**
 37 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:
 38 (a) if the sale/lease is a result of Broker's actions during the term of this Contract, OR
 39 (b) if the property was seen during the term of this Contract, AND
 40 (c) Buyer is not under an exclusive buyer agency contract with another broker at the time Buyer enters into a sale/lease
 41 agreement.

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

44 **4. DESIGNATED AGENCY**

- 45 **Not Applicable.**
 46 **Applicable.** Broker may designate licensees to represent the separate interests of Buyer and the seller. Licensee (identified above)
 47 is the Designated Agent, who will act exclusively as the Buyer Agent. If Licensee is also the Seller Agent, then Licensee is a DUAL
 48 AGENT.

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

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

- 53 (A) Buyer understands that, if Broker is also working as a Seller Agent/Subagent or seller or Transaction Licensee, Broker may receive a
 54 fee from the seller. As a Seller Agent/Subagent for Seller or a Transaction Licensee, Broker may not charge any fee to Buyer without a
 55 signed written agreement.
 56 (B) Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to, listing
 57 property for sale; deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation
 58 services; ordering insurance, construction, repair, or inspection services. Broker will disclose to Buyer if any fees are to be paid by the

PREPARED BY: Chris Turley, Realtor

BR, Business Relationship Between Broker and Buyer, 3/06. Pennsylvania Association of REALTORS®

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59 seller.

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

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

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

65 **10. DEPOSIT MONEY**

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

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

74 **11. BUYER INSPECTIONS**

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

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

87 **12. OTHER** _____
88 _____
89 _____

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

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

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

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

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

BUYER _____ **DATE** _____

E-mail _____

BROKER (Company Name)

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Kissinger Bigatel & Brower Realtors
PO Box 4000
2300 South Atherton Street
State College, PA 16804
Phone: 814-234-4000, Fax: 814-234-1332

E-mail _____
ACCEPTEDBY _____ DATE _____

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.

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Buyer(s) _____

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