



# RE-14 BUYER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.  
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 **DATE:** \_\_\_\_\_ **AGENT:** \_\_\_\_\_  
2 Acting as Agent for the Broker

3 **1. BUYER** \_\_\_\_\_

4  
5 **retains** \_\_\_\_\_ **Broker of** \_\_\_\_\_  
6 **as exclusive Buyer Broker (hereinafter referred to as Broker), where the BUYER is represented by one Broker only for time herein**  
7 **set forth and for the express purpose of Representing BUYER in the purchase, lease, or optioning of real property. Further,**  
8 **BUYER agrees, warrants and acknowledges that BUYER has not and shall not enter into any buyer representation agreement**  
9 **with another broker in the state of Idaho as a broker for BUYER during the effective term of this agreement, unless otherwise**  
10 **agreed to in writing by BUYER and above-listed Broker. BUYER agrees to indemnify and hold the above-listed Broker harmless**  
11 **from any claim brought by any other broker or real estate salesperson for compensation claimed or owed during the effective**  
12 **term of this agreement. By appointing Broker as BUYER'S exclusive agent, BUYER agrees to conduct all negotiations for**  
13 **property through Broker, and to refer to Broker all inquiries received in any form from real estate brokers, salespersons,**  
14 **prospective sellers, or any other source, during the time this Buyer Representation Agreement is in effect. BUYER desires to**  
15 **purchase, lease, or option the following real estate: Type of property:**

16  Residential  Residential Income  Commercial  Vacant Land  Custom Build Job  
17  Other \_\_\_\_\_

18 Applicable City(s) \_\_\_\_\_, Idaho;

19 Applicable County(s) \_\_\_\_\_

20 Other Description: (i.e., geographical area, price, etc.) \_\_\_\_\_

21 **2. TERM OF AGREEMENT:** This BUYER REPRESENTATION AGREEMENT (herein after referred to as Agreement) is in force from  
22 date \_\_\_\_\_ and will expire at 11:59 p.m. on date \_\_\_\_\_, or upon closing of escrow of such property purchased  
23 through this agreement whichever is sooner.

24  
25 **3. BROKER REPRESENTATIONS AND SERVICES:** The Broker and Broker's agent representing a BUYER are agents of the BUYER.  
26 Broker will use reasonable efforts as BUYER'S agent to locate property as described in Section One hereof from the information available  
27 in the Multiple Listing Service (MLS) and from other sources for unlisted property that the Broker may be aware of when applicable as set  
28 forth in Section One. The Broker's duty to locate property for the BUYER is limited to the properties that the Broker is aware of and does  
29 not include a duty to discover every unlisted property that may be privately advertised. Broker shall make submissions to BUYER  
30 describing and identifying properties that substantially meet the criteria set forth in Section One, for consideration of the BUYER and Broker  
31 agrees to negotiate acceptance of any offer to purchase or lease such property.

32  
33 **4. TRANSACTION RELATED SERVICES DISCLAIMER:** BUYER understands that Broker is qualified to advise BUYER on general  
34 matters concerning real estate, but may not offer legal advice and is not an expert in matters of law, tax, financing, surveying, structural  
35 conditions, property inspections, water rights, mineral rights, hazardous materials, or engineering. BUYER acknowledges that Broker  
36 advises BUYER to seek expert assistance for advice on such matters. Broker cannot warrant the condition of property to be acquired, or  
37 guarantee that all material facts are disclosed by the Seller. Broker will not investigate the condition of any property including without  
38 limitation the status of permits, zoning, location of property lines, square footage, possible loss of views and/or compliance of the property  
39 with applicable laws, codes or ordinances and BUYER must satisfy themself concerning these issues by obtaining the appropriate expert  
40 advice. The Broker or Broker's agent may, during the course of the transaction, identify individuals or entities who perform services  
41 including **BUT NOT LIMITED TO** the following; home inspections, service contracts, appraisals, environmental assessment inspections,  
42 code compliance inspections, title insurance, closing and escrow services, loans and refinancing services, construction and repairs, legal  
43 and accounting services, and/or surveys. The BUYER understands that the identification of service providers is solely for BUYER'S  
44 convenience and that the Broker and its agent are not guaranteeing or assuring that the service provider will perform its duties in  
45 accordance with the BUYER'S expectations. BUYER has the right to make arrangements with any entity BUYER chooses to provide these  
46 services. BUYER hereby releases and holds harmless the Broker and Broker's agent from any claims by the BUYER that service providers  
47 breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with the BUYER'S  
48 expectations. In the event the BUYER requests Broker to obtain any products or services from outside sources, **BUYER agrees to pay for**  
49 **them immediately when payment is due.** For example: surveys or engineering, environmental and/or soil tests, title reports, home or  
50 property inspections, appraisals, etc.

51  
52 **5. FINANCIAL INFORMATION:** BUYER agrees to provide Broker and/or Broker's agent with certain pertinent financial information  
53 necessary to prove ability to purchase desired property.

54  
55 **6. OTHER POTENTIAL BUYERS:** BUYER understands that other potential buyers may consider, make offers on, or purchase through  
56 Broker the same or similar properties as BUYER is seeking to acquire. BUYER consents to Broker's representation of such other potential  
57 buyers before, during, and after the expiration of this Agreement and further releases Broker of any conflicting Agency duties.

58 **BUYER'S Initials (\_\_\_\_) (\_\_\_\_) Date:** \_\_\_\_\_

BUYER'S NAME(S) \_\_\_\_\_

60 **7. LIMITS OF CONFIDENTIALITY OF OFFERS:** BUYER understands that an offer submitted to a seller, and the terms thereof may not be  
61 held confidential by such seller or seller's representative unless such confidentiality is otherwise agreed to by the parties.  
62

63 **8. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY:** The undersigned BUYER(S) have received, read and  
64 understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned BUYER(S) understand  
65 that the brokerage involved in this transaction may be providing agency representation to both the BUYER(S) and the Seller. The  
66 undersigned BUYER(S) each understands that, as an agent for both BUYER/client and Seller/client, a brokerage will be a limited dual  
67 agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain  
68 confidential client information concerning price negotiations, terms or factors motivating the BUYER/client to buy or the Seller/client to sell  
69 without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited  
70 dual agent are contained in the Agency Disclosure Brochure as required by §54-2085, Idaho Code. The undersigned BUYER(S) each  
71 understands that a limited dual agent does not have a duty of undivided loyalty to either client.  
72

73 The undersigned BUYER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency  
74 representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with  
75 applicable duties set forth in §54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the  
76 sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of  
77 their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or  
78 using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.  
79

80 **BUYER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES:** BUYER acknowledges that Broker  
81 as named above has disclosed the fact that at times Broker acts as agent(s) for other BUYERS and for Sellers in the sale of the property.  
82 BUYER has been advised and understands that it may create a conflict of interest for Broker to introduce BUYER to a Seller Client's  
83 property because Broker could not satisfy all of its Client duties to both BUYER Client and Seller Client in connection with such a showing  
84 or any transaction which resulted. **Based on the understandings acknowledged, BUYER makes the following election.**  
85 (Make one election only)  
86

87 \_\_\_\_\_ / \_\_\_\_\_  
88 Initials  
89 **Limited Dual Agency** BUYER DOES WANT to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting  
90 **and/or** agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty  
91 **Assigned Agency** of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist  
92 the BUYER and Seller in the introduction of BUYER to such Seller client's property and in the preparation of any  
93 contract of sale which may result. BUYER authorizes Broker to act in a **limited dual agency** capacity. Further,  
94 BUYER agrees that Broker may offer, but is not obligated to offer, **assigned agency** representation, and if offered  
95 by the Broker, BUYER authorizes Broker to act in such capacity.  
96

97 **OR**

98 \_\_\_\_\_ / \_\_\_\_\_  
99 Initials  
100 **Single Agency** BUYER DOES NOT WANT to be introduced to Seller client's property and hereby releases Broker from any  
101 responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the  
102 BUYER to any Seller client's property.  
103

104 **9. NON-DISCRIMINATION:** The parties agree not to discriminate against any prospective Seller or Lessor because of race, religion,  
105 creed, color, sex, marital status, national origin, familial, or handicapped status of such person.  
106

107 **10. SEVERABILITY CLAUSE:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof,  
108 shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way  
109 be affected or impaired thereby.  
110

111 **11. SINGULAR AND PLURAL** terms each include the other, when appropriate.

112 **12. DEFAULT / ATTORNEY'S FEES:** In the event of default by BUYER under this Agreement, Broker shall be entitled to the Fee that  
113 Broker would have received had no default occurred, in addition to other available legal remedies. In the event of any suit or other  
114 proceeding arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and all costs incurred  
115 relative to such suit or proceeding. Venue of any action arising out of this Agreement shall be in the court of the county in which Broker's  
116 office is located.

BUYER'S Initials (\_\_\_\_) (\_\_\_\_) Date: \_\_\_\_\_

BUYER'S NAME(S) \_\_\_\_\_

117 **13. COMPENSATION OF BROKER:** In consideration of the services to be performed by the Broker, BUYER agrees that broker may be
118 compensated in any of the following ways: Check all that apply.

- 119  **A. If the property is subject to a listing agreement with the Broker's Company or a cooperating Broker** through the Multiple
120 Listing Service (MLS) or otherwise, the fee will be the amount equal to the compensation offered by the aforementioned Brokers but
121 not less than \_\_\_\_\_% of the selling price. BUYER agrees to pay to the Broker any difference between the amount received from
122 the aforementioned Brokers and the stated minimum.
- 123  **B. If the property is not subject to a Listing Agreement,** such as a For Sale By Owner or a Custom Build Job, the BUYER agrees
124 that the Broker will be paid a fee of not less than  \_\_\_\_\_% of selling price or  \$\_\_\_\_\_. The Broker shall first seek
125 to obtain this fee through the transaction paid by the Seller. If the fee cannot be obtained through the Seller, the BUYER will be
126 responsible for such fee stated above.
- 127  **C. If the property is leased** by BUYER, then BUYER agrees to pay a total brokerage fee of the greater of: \_\_\_\_\_% of the
128 total Base Rent OR \_\_\_\_\_ month's rent OR a one-time flat fee of \$\_\_\_\_\_. The Broker shall first seek to obtain this fee through the
129 transaction paid by the lessor. If the fee cannot be obtained through the lessor, then BUYER will be responsible for the fee. 'Base
130 Rent' is defined as the specific minimum rent owed by BUYER to lessor each year. In addition, if the lease is a 'lease to own' contract,
131 or if the BUYER exercises an option to purchase under the lease, then in addition to the compensation for lease procurement specified
132 in this paragraph (C), Broker shall also be entitled to any compensation for sale as enumerated in paragraphs (A) or (B) above.
- 133  **D. Retainer Fee.** BUYER will pay Broker a non-refundable retainer fee of \$\_\_\_\_\_ due and payable upon signing of this
134 Agreement. Retainer fee  shall  shall not be credited against any compensation set forth in paragraph A or B.
- 135  **E. Hourly rate.** BUYER will pay Broker at the rate of \$\_\_\_\_\_ per hour for the time spent by Broker pursuant to this
136 Agreement to be paid when billed whether or not BUYER acquires or leases property. The fee  shall  shall not be credited against
137 any compensation as set forth in paragraph A, B, or C.

138  
139 This compensation shall apply to transactions made for which BUYER enters into a contract during the original term of this Agreement
140 or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract
141 within \_\_\_\_\_ calendar days (ninety [90] if left blank) after this Agreement expires or is terminated, if the property acquired or leased by the
142 BUYER was submitted in writing to the BUYER by Broker pursuant to Section One hereof during the original term or extension of the term
143 of this Agreement. The fee shall be paid at closing or lease execution unless otherwise designated by the Broker in writing. The
144 closing agent for this transaction is hereby authorized to pay the above mentioned compensation at closing.

145 In the event BUYER purchases any property without using the representation of the Broker named above within the time this
146 agreement remains in force, above stated BUYER shall be liable to Broker for a cancellation fee equal to \_\_\_\_\_% of the contract or
147 purchase price of the property acquired or \$\_\_\_\_\_.

148 **14. OTHER TERMS AND CONDITIONS:** \_\_\_\_\_
149 \_\_\_\_\_
150 \_\_\_\_\_
151 \_\_\_\_\_

152  
153 **15. COMMUNICATION: Failure of BUYER to reasonably maintain communication with BROKER is a breach of this agreement.**

154 **16. TRANSMISSION OF DOCUMENTS:** Facsimile or electronic transmission of any signed original document, and retransmission of any
155 signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or
156 the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an
157 original document.

158 **17. AUTHORITY OF SIGNATORY:** If BUYER is a corporation, partnership, trust, estate, or other entity, the person executing this
159 agreement on its behalf warrants his or her authority to do so and to bind BUYER.

160 **18. TIME IS OF THE ESSENCE IN THIS AGREEMENT:** The terms hereof constitute the entire agreement and supersede all prior
161 agreements, negotiations and discussions between parties. This agreement may be modified only by a written agreement signed by each
162 of the parties.

Buyer Signature	Date	Agent or Broker (on behalf of Brokerage) Signature	Date
Buyer Signature	Date	Brokerage Address	
Address	City	State	Zip
City	State	Zip	Brokerage Phone
Phone	Fax	Brokerage Fax	
Email	Agent/Broker Email		