

## BUYER REPRESENTATION AGREEMENT

1 This is a legally binding contract. If not understood, seek competent legal advice before signing.

### AGREEMENT

2 **1. SERVICES:** I/We, the undersigned, hereinafter referred to as "Client," exclusively appoints \_\_\_\_\_ "Buyer's Agent"  
3 and \_\_\_\_\_ "Firm," hereinafter collectively referred to as "Agent," to assist Client in the locating and/or negotiating for  
4 the purchase, lease, option to purchase, or exchange of property as generally described below. Client agrees to furnish Agent with relevant personal  
5 and financial information which would assist Agent in locating, negotiating, and counseling on Client's behalf.

6 **2. DISCLOSURE/ACKNOWLEDGMENT:**

7 a. Client understands Agent is qualified to advise on matters concerning real estate but is not an expert in matters of law, tax, financing,  
8 surveying, structural conditions, hazardous materials, land use, title, environmental risk, or engineering. Client acknowledges Client has been  
9 advised by Agent to seek expert assistance for advice on such matters. In the event Agent provides names or sources for such advice or  
10 assistance, Client understands and acknowledges Agent does not warrant the services of such experts or their products and cannot warrant the  
11 condition of property to be acquired or guarantee all defects are disclosed by the Seller.

12 b. Agent does not investigate the status of permits, zoning, location of property lines, and or code compliance, and Agent does not guarantee  
13 the accuracy of square footage of a structure. Client is to satisfy Client's concerns regarding these issues.

14 c. Client understands there is a possibility Seller(s) or their representatives may not treat the existence, terms, or conditions of Client's offer(s)  
15 as confidential unless confidentiality is required by law or regulation or is specifically agreed upon in a written agreement.

16 **3. TERM:** This Agreement shall commence upon signatures of all parties and terminate at 5:00 p.m. on (insert date) \_\_\_\_\_  
17 Termination of this Agreement prior to its stated term shall be as follows (select one):

- 18 ☐ Either party can terminate this Agreement with written notice to the other party without any further obligations.  
19 ☐ If Client terminates this Agreement, Client shall pay Agent an early termination fee as follows for all expenditures incurred by Agent:  
20 \_\_\_\_\_

21 **4. PROPERTY:** Client is interested in acquiring property as follows or as otherwise acceptable to Client (select all that apply):

22 ☐ Residential ☐ Income ☐ Commercial ☐ Industrial ☐ Vacant Land ☐ Other \_\_\_\_\_

23 Location: \_\_\_\_\_

24 Price Range: \_\_\_\_\_

25 Terms: \_\_\_\_\_

26 Special Features: \_\_\_\_\_

27 \_\_\_\_\_

28 Other: \_\_\_\_\_

29 **5. REPRESENTATION:** Client acknowledges receipt of the Initial Agency Pamphlet, which Client has read. Agent shall act as the agent of the Client  
30 in any resulting transaction except when Agent is the listing agent of a property, then Agent shall act as the agent for both Client and Seller. In such  
31 case, Agent shall immediately disclose such in writing. If this situation arises, Agent is authorized to act as a disclosed limited agent for that specific  
32 property. Client understands Agent may represent other potential buyers who may desire to purchase, option, exchange, or lease the same or similar  
33 properties as Client is seeking. Client hereby authorizes Agent to represent other such buyers and sellers as more fully explained in Buyer's Disclosed  
34 Limited Agency Agreement, which Client has read, approved, and signed.

35 **6. COMPENSATION:** Client agrees to work exclusively with Agent and, upon close of escrow, shall pay Agent as follows (select all that apply):

36 ☐ **Commission.** Client agrees to pay Agent a fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase, lease, or option price (Client's obligation).  
37 This commission shall be payable if Client shall, during the term of this Agreement or any extension thereof, or within \_\_\_\_\_ calendar days (one  
38 hundred eighty [180] if not filled in) after its expiration or termination, enter into an agreement or option to buy, exchange or lease a property  
39 Client learned of during the term of this Agreement, and regardless of whether Client learned of same through the efforts of Agent, another  
40 agent, or Client directly.

41 Client authorizes Agent to receive and/or negotiate a fee paid by the Seller or to participate in any fee split offered by the Seller's Agent. If a  
42 Seller, lessor, or optionor agrees to pay the Agent any fee, then said fee shall be credited against Client's obligation. If said fee is less than  
43 Client's obligation, Client agrees to pay the difference. If said fee is greater than Client's obligation, the Agent shall be entitled to the additional

Client Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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44 amount, less any non-refundable fee theretofore paid by Client to Agent.

45 Client agrees to pay a fee to the Firm at closing and authorizes Firm to divide Firm's fee with other agents at Firm's discretion.

46 Pursuant to the National Association of Realtors® Code of Ethics, Client consents to Agent being compensated by more than one party in a

47 transaction involving Client if Agent's commission is being paid or offset by the Seller or listing agent.

48 ☐ **Fee.** A non-refundable fee of \$ \_\_\_\_\_ shall be payable upon signing of this Agreement directly to the Firm. Said fee ☐ shall ☐

49 shall not be credited against any commission or fee to which Agent shall become entitled under this Agreement.

50 **7. DISPUTE RESOLUTION:** Parties are agreeing all disputes or claims of any kind between Agent and Client related to or arising from this Agreement

51 that cannot be resolved through formal or informal mediation shall be submitted to final and binding arbitration under the rules of the Arbitration

52 Service of Portland. The prevailing party in any arbitration shall, at the discretion of the arbitrator, be entitled to recovery of all costs, disbursements,

53 and attorney fees as allowed by law. Notwithstanding the preceding, in the event that Client enters into a Real Estate Sale Agreement for the purchase

54 of a Property during the term of this Agreement, the dispute resolution provisions contained therein shall supersede and replace this Section 7. By

55 consenting to this provision, Parties are agreeing disputes arising under this Agreement shall be heard and decided by one or more neutral arbitrators,

56 and Parties are giving up the right to have the matter tried by a judge and jury. The right to appeal an arbitration decision is limited under Oregon law.

57 **8. ENTIRE AGREEMENT:** The terms of this Agreement are the complete and final expression of the entire agreement between Client and Agent and

58 cannot be altered, amended, modified, or changed except in writing, signed by both Client and Agent.

59 **9. ADDITIONAL PROVISIONS:** \_\_\_\_\_

60 \_\_\_\_\_

61 \_\_\_\_\_

62 \_\_\_\_\_

### CLIENT AND AGENT ACKNOWLEDGMENT

63 Client Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

64 Client Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

65 Address \_\_\_\_\_ Client's Phone Number \_\_\_\_\_

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66 Agent Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

67 Agent's Phone Number \_\_\_\_\_ Agent's Email Address \_\_\_\_\_

68 Firm \_\_\_\_\_

69 Firm Address \_\_\_\_\_ Phone Number \_\_\_\_\_

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