

# NON-EXCLUSIVE BUYER AGENCY

NBA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

**BROKER (Company)** \_\_\_\_\_

**LICENSEE(S)** \_\_\_\_\_

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

If yes, explain: \_\_\_\_\_

*Note: The terms "buyer," "seller," and "buy" also will be construed to mean "tenant," "landlord," and "rent," respectively, throughout this agreement.*

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

Broker will be Buyer's Agent for properties introduced or shown to Buyer by Broker under the terms agreed to below.

**1. TERM**

This agreement applies to properties introduced or shown to Buyer by Broker or to any property that Buyer chooses to buy as a result of Broker's efforts. Buyer is not obligated to a term, nor are Broker and Buyer obligated to work with each other.

**2. BROKER'S FEE**

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 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 Broker's Fee may be paid by a seller or listing broker, Broker will continue to represent the interests of Buyer. ~~Broker may not act as a dual agent to Buyer without a signed written agreement.~~

**3. DUAL AGENCY**

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

**Designated Agency**

**Not Applicable.**

**Applicable.** Broker may designate licensees to represent the separate interests of Buyer and the seller. Licensee (identified above) is the Designated Agent, who will act exclusively as the Buyer Agent. If Licensee is also the Seller Agent, then Licensee is a DUAL AGENT.

**4. TRANSFER OF THIS AGREEMENT**

Buyer agrees that Broker may transfer this agreement to another broker. Broker will notify Buyer immediately in writing if Broker transfers this agreement to another broker.

**5. OTHER**

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

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

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

**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 \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Buyer Email \_\_\_\_\_

PREPARED BY: Jess Rahn, staff

NBA, Non-Exclusive Buyer Agency, 2/04. Pennsylvania Association of REALTORS®

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BROKER (Company Name)

Century 21 Call First  
5371 Allentown Pike  
Temple, Pa 19560  
Phone: 610-921-2400, Fax: 610-921-5729

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

Broker Email \_\_\_\_\_

**THIS IS A MEMORANDUM OF AN ORAL BUYER AGENCY AGREEMENT (check if applicable).**

This agreement was reached orally between Broker and

\_\_\_\_\_

\_\_\_\_\_

(Buyer) on \_\_\_\_\_ (date)

with a copy provided to Buyer. This document serves as a written memorandum of the terms of the agreement. Because it is an oral agreement, no signatures are required. By allowing Broker to show Buyer properties, Buyer agrees to the terms of this agreement.

#### NOTICES TO BUYERS

Buyer acknowledges that Buyer has received and understands **the Consumer Notice adopted by the Pennsylvania State Real Estate Commission at 49 Pa. Code §35.336. The Consumer Notice, including the duties, definitions of business relationships, and statements identifying cooperation with other brokers, possibilities of dual agency and designated agency stated therein, and notice of the Real Estate Recovery Fund and zoning classification, are incorporated here as part of this disclosure as though written here in their entirety.**

**The terms and length of the business relationship, the fees, and the range of services that Broker will provide have been determined as a result of negotiations between Broker and Buyer and have not been set or recommended by any association of REALTORS®.**

#### SERVICES TO SELLER

Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to, listing fees; deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services. Broker will disclose to Buyer if any fees are to be paid by the seller.

#### OTHER BUYERS

Licensee may show or present the same properties to other buyers.

#### CONFLICT OF INTEREST

A *conflict of interest* is when Broker or Licensee has financial or personal interest in the property where 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 will notify Buyer in a timely manner.

#### DEPOSIT MONEY

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

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Buyer(s) \_\_\_\_\_

accepted.

- (B) If Buyer joins Broker/Licensee in a lawsuit for the return of deposit monies, Buyer will pay Licensee's and Broker's attorneys' fees and costs.

### **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, the advice of the appropriate professional should be sought.
- (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.

### **BUYER'S OPTIONS**

**Unless Buyer and the seller agree otherwise, real estate is sold in its present condition. It is Buyer's responsibility to satisfy himself or herself that the condition of the property is satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the condition of the structure or its components. Areas of concern may include, but are not limited to, the following: electrical; plumbing, heating, ventilating, air conditioning; appliances and fixtures; water infiltration, basement; roof leakage; boundaries; asbestos, urea formaldehyde foam insulation, carbon monoxide, radon, and environmental hazards or substances; wood-destroying insect infestation; on-site water service and/or sewage system; and lead-based paint. Buyer's request for any inspection should be made to Broker before entering into an Agreement of Sale or lease.**

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

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