

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).

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

1 Broker (Company) \_\_\_\_\_
2 \_\_\_\_\_
3 Company Address \_\_\_\_\_
4 \_\_\_\_\_
5 Company Phone \_\_\_\_\_
6 Company Fax \_\_\_\_\_
Licensee(s) (Name) \_\_\_\_\_
Direct Phone(s) \_\_\_\_\_
Cell Phone(s) \_\_\_\_\_
Licensee Fax \_\_\_\_\_
Email \_\_\_\_\_

7 BUYER \_\_\_\_\_

9 BUYER'S MAILING ADDRESS \_\_\_\_\_

11 PHONE \_\_\_\_\_ FAX \_\_\_\_\_

12 E-MAIL \_\_\_\_\_

13 Buyer understands that this Buyer Agency Contract is between Broker and Buyer.

14 Does Buyer have a Buyer Agency Contract with another Broker? [ ] Yes [ ] No

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

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

17 1. STARTING & ENDING DATES OF NON-EXCLUSIVE BUYER AGENCY CONTRACT (ALSO CALLED "TERM")

18 This agreement applies to properties introduced or shown to Buyer by Broker or to any property that Buyer chooses to buy as a result
19 of Broker's efforts. Buyer is not obligated to a term, nor are Broker and Buyer obligated to work with each other. This contract starts
20 when signed by Buyer and Broker, unless otherwise stated here: \_\_\_\_\_

21 2. BROKER'S FEE

22 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 percent-
23 age 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
24 Broker's fee may be paid by a seller or listing broker, Broker will continue to represent the interests of Buyer. Broker may not charge
25 a direct fee to Buyer without a signed written agreement. Buyer is advised that contacting a listing broker or seller directly may com-
26 promise Broker's ability to earn a compensation from a listing broker and could result in Buyer's obligation to pay a fee to Broker.

27 3. DUAL AGENCY

28 Buyer agrees that Broker and Broker's licensee(s) stated above may also represent the seller(s) of the property Buyer might buy. A
29 Broker is a Dual agent when a Broker represents both Buyer and a seller in the same transaction. A licensee is a Dual agent when a
30 licensee represents Buyer and a seller in the same transaction. All of Broker's licensees are also Dual agents unless there are sep-
31 arate Designated agents for Buyer and a seller. If the same licensee is designated for Buyer and a seller, the licensee is a Dual agent.
32 Buyer understands that Broker is a Dual agent when Buyer is viewing properties listed by Broker.

33 4. DESIGNATED AGENCY

34 Designated agency is applicable, unless checked below. Broker designates the licensee(s) stated above to exclusively represent the
35 interests of Buyer. If licensee is also the seller's agent, then licensee is a DUAL AGENT.

36 [ ] Designated Agency is not applicable.

37 5. TRANSFER OF THIS AGREEMENT

38 Buyer agrees that Broker may transfer this contract to another broker when:

- 39 (1) Broker stops doing business, or
40 (2) Broker forms a new real estate business, or
41 (3) Broker joins his business with another.

42 Broker will notify Buyer immediately in writing if Broker transfers this contract to another broker. Buyer will follow all requirements
43 of this contract with the new broker.

44 6. CONFIDENTIALITY

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

47 7. BROKER'S SERVICES TO SELLER

48 Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to, listing
49 property for sale; representing the seller as seller agent; deed/document preparation; ordering certifications required for closing; finan-
50 cial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

51 Buyer Initials: \_\_\_\_\_ NBA Page 1 of 2 Broker/Licensee Initials: \_\_\_\_\_



52 **8. OTHER BUYERS**

53 Broker/licensee may show the same properties to other buyers and may represent those buyers in attempts to purchase the same  
54 property.

55 **9. ENTIRE CONTRACT**

56 This contract is the entire agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a  
57 part of this contract.

58 **10. CONFLICT OF INTEREST**

59 A *conflict of interest* is when Broker or licensee has financial or personal interest in the property where Broker or licensee cannot  
60 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  
61 timely manner.

62 **11. DEPOSIT MONEY**

63 (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  
64 as required by the real estate licensing laws and regulations until the sale is completed or an agreement of sale is terminated, or the  
65 terms of a prior written agreement between the Buyer and a seller have been met. Buyer and seller may name a non-licensee as  
66 the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, not by the Real Estate  
67 Licensing and Registration Act.

68 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to  
69 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

- 70 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A writ-  
71 ten agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 72 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and seller, direct-  
73 ing Broker how to distribute some or all of the deposit monies.
- 74 3. According to the terms of a final order of court.
- 75 4. According to the terms of a prior written agreement between Buyer and seller that directs the Broker how to distribute the  
76 deposit monies if there is a dispute between the parties that is not resolved.

77 (C) Buyer agrees that if Buyer names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and  
78 costs of the Broker(s) and licensee(s) will be paid by Buyer.

79 **12. ADDITIONAL TERMS**

80 \_\_\_\_\_  
81 \_\_\_\_\_  
82 \_\_\_\_\_

83 **Buyer has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

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

86 **Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures**  
87 **of all parties, constitutes acceptance by the parties.**

88 **This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counter-**  
89 **parts together shall constitute one and the same Agreement of the Parties.**

90 **NOTICE BEFORE SIGNING: IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT A PENNSYLVANIA**  
91 **REAL ESTATE ATTORNEY.**

92 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

93 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

94 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

95 **BROKER (COMPANY)** \_\_\_\_\_

96 **ACCEPTED ON BEHALF OF BROKER BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

97  **THIS IS A MEMORANDUM OF AN ORAL BUYER AGENCY AGREEMENT (check if applicable).**  
98 This agreement was reached orally between Broker and \_\_\_\_\_ (Buyer) on \_\_\_\_\_ (date)  
99 with a copy provided to Buyer. This document serves as a written memorandum of the terms of the agreement. Because it is an oral  
100 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®**

**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.

**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](http://www.pameganslaw.state.pa.us).

### BUYER INSPECTIONS

- (A) **Buyer is advised to carry out an inspection for any property Buyer might buy.** Buyer should discuss inspections and any special needs with licensee. Unless Buyer and the seller agree otherwise, real estate is sold **IN ITS PRESENT CONDITION**. It is Buyer's responsibility to determine whether 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: electrical; plumbing; heating, ventilating and air conditioning; appliances and fixtures; water infiltration; basement; roof; property boundaries; asbestos, mold and indoor air quality, carbon monoxide, radon, and environmental hazards or substances; wood-destroying insect infestation; on-site water service and/or sewage system; property insurance; deeds, restrictions and zoning; and lead-based paint.
- (B) 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.

### RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).