



BUYER BROKER SERVICES AGREEMENT FORM

Revised 4/10/2025

This Buyer Broker Services Agreement (“Agreement”) is effective upon mutual acceptance (“Effective Date”) and is made by and between _____ (“Buyer Broker”) and _____ (“Buyer”) for real property located in the following areas (“Area”): _____ (a “Property”) (Area is unlimited if not filled in). Buyer appoints Buyer Broker to procure a Property of the following type: (check all that apply)

- ☐ Residential Single Family ☐ Residential Multi-Family ☐ Residential Condominium
☐ Commercial ☐ Investment ☐ Other _____

1. **DEFINITIONS.** “Purchase Contract” includes a contract to purchase, an offer to purchase, an exchange or contract to exchange, or an option to purchase a Property.
2. **TERM; BROKER SERVICES.** This Agreement will expire _____ days (60 days if not filled in) from the Effective Date (“Term”). If this Agreement expires while Buyer is a party to a Purchase Contract and represented by Buyer Broker as indicated on the Purchase Contract, the Term shall automatically extend until the sale is closed or the Purchase Contract is terminated.

Buyer Broker will assist Buyer in identifying a potential Property(ies), arranging showings, reviewing financial and Property information, give general advice as to real estate acquisition rules and procedures, the structuring and negotiation of offers to purchase or other Purchase Contracts, and coordination of Buyer’s efforts to identify and close on its purchase of a Property. The decision to purchase any Property rests solely with Buyer.

3. AGENCY.

- a. Buyer Broker. Buyer Broker appoints _____ (“Buyer Agent”) to represent Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Buyer Broker’s managing brokers who supervise Buyer Agent (“Supervising Broker”). No other brokers affiliated with Buyer Broker are agents of Buyer.
- b. Broker Duties. Buyer Broker will use reasonable efforts to locate a Property acceptable to Buyer and assist Buyer in negotiating the terms of an Offer Purchase, Purchase and Sale Agreement, or other Purchase Contract for the purchase of a Property. Buyer acknowledges that Buyer Broker and Buyer Agent may represent other potential purchasers for the same or similar properties and agrees that such representation will not constitute a breach of duty by Buyer Broker or Buyer Agent.
- c. Pamphlet. Buyer acknowledges receipt of (a) the pamphlet entitled “**Massachusetts Mandatory Licensee-Consumer Relationship Disclosure Form**”, and (b) the lead paint “**Property Transfer Notification Certification**” disclosure (if the Property was built prior to 1978), and (c) _____ (add other applicable disclosure forms).

d. Agency Relationship. Buyer Broker's representation of Buyer for the purchase of a Property in the Area shall be (check one box):

☐ Exclusive. Buyer may not enter into an agency relationship with another real estate firm during the Term for the purchase of a Property in the Area ("Exclusive Agency"); or

☐ Non-Exclusive. Buyer may enter into a non-exclusive agency relationship with other real estate firms during the Term ("Non-Exclusive Agency").

4. DUAL AGENCY.

Buyer Broker as Dual Agent. Dual agency, or a dual agent relationship, where a broker represents both a seller and prospective buyer in a transaction, is allowed under Massachusetts law. However, a dual agency is only permitted if both a seller and buyer give their informed consent to such an arrangement. A dual agent may facilitate a transaction, but a dual agent must remain neutral and is prohibited from favoring one party's interests over the other party's. If initialed below, Buyer consents to Buyer Broker, Supervising Broker and/or Buyer Agent acting as dual agents in the sale of a Property to Buyer where Buyer Broker, Supervising Broker and/or Buyer Agent also represent the seller. Buyer acknowledges that, as a dual agent, Buyer Broker, Supervising Broker and/or Buyer Agent cannot advocate terms favorable to Buyer to the detriment of a seller. If initialed below, Buyer consents to Buyer Broker, Supervising Broker and/or Buyer Agent acting as limited dual agents in the sale of property that is listed by Buyer Broker.

Buyer's Initials Date

Buyer's Initials Date

5. **COMPENSATION.** Buyer acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. Buyer Broker may not receive any compensation for brokerage services provided to Buyer from any source greater than the amounts set forth in this Section 5 or any subsequent amendment hereto. If during the Term, Buyer enters into an agreement to purchase a Property, and (i) the sale closes, whether during or after the Listing Term, or (ii) the sale fails to close due to Buyer's breach of the terms of this Agreement, or the Purchase Contract, Buyer Broker shall be entitled to compensation (the "Compensation") as follows:

a. Standard Compensation.

(a) _____ % of the sales price of the Property; or

(b) a flat fee of \$ _____; or

(c) other amount _____ (describe compensation).

b. If Buyer Broker is a dual agent pursuant to Section 4 above, and represents both Buyer and the seller, then the Compensation shall be (equal to the amount in subsection 5(a) if not filled in).

(a) _____ % of the sales price of the Property; or

(b) a flat fee of \$ _____; or

(c) other amount _____ (describe compensation).

6. SELLER COMPENSATION OFFER.

A seller may, but is not required to, offer compensation to Buyer Broker for representing Buyer in the purchase of seller's Property ("Seller's Offer"). Seller's Offer, if any, shall be stated in the Purchase Contract.

Buyer may request that the seller pay the Compensation to Buyer Broker as part of Buyer's offer, and Buyer shall pay any amount of the Compensation not paid by seller.

If Seller's Offer is greater than the Compensation, as part of Buyer's offer, Buyer may request that the amount of Seller's Offer that is greater than the Compensation be credited to Buyer (to the extent allowed by Buyer's lender).

7. COMPENSATION TERMS. The Compensation is due (except as otherwise agreed herein) when Buyer purchases a Property located in the Area during the Term and:

- a. Exclusive Agency. For Exclusive Agency, when the purchase closes.
- b. Non-Exclusive Agency. For Non-Exclusive Agency, when the purchase closes, and Buyer Broker represents Buyer in such purchase as indicated on the Purchase Contract.
- c. Compensation After Expiration. If within _____ days (60 days if not filled in) after the Term:
 - i. Exclusive Agency. Buyer purchases a Property that was brought to the attention of Buyer during the Term by the efforts or actions of Buyer Broker, or through information secured directly or indirectly from or through Buyer Broker; or a Property that Buyer inquired about to Buyer Broker during the Term. Compensation is due when the purchase closes.
 - ii. Non-Exclusive Agency. Buyer purchases a Property for which Buyer Broker presented a written offer to the seller on behalf of Buyer during the Term. Compensation is due when the purchase closes.

Provided that in either event, if Buyer or the seller pays compensation to another real estate firm representing Buyer in conjunction with such a sale, the amount of compensation payable to Buyer Broker shall be reduced by the amount paid to such other firm(s).

- d. Additional Consent. Buyer consents to Buyer Broker receiving compensation from more than one party, provided that any terms offered to Buyer Broker are disclosed as required by Massachusetts law, and any amounts paid to Buyer Broker reduce Buyer's obligation to Buyer Broker.
- e. Cancellation Without Legal Cause. For Exclusive Agency, if Buyer attempts to cancel this Agreement without legal cause, Buyer may be liable for damages incurred by Buyer Broker as a result of such cancellation.
- f. Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of the existence and/or amount of any Seller's Offer of Compensation.
- g. VA Financing. If Buyer is obtaining VA financing, VA regulations may require the Compensation be paid by the seller.

8. NO WARRANTIES OR REPRESENTATIONS. Buyer Broker makes no warranties or representations regarding the value of or the suitability of any Property for Buyer's purposes. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to any Property's suitability and value.

- 9. BUYER DUE DILIGENCE.** Nothing in this Agreement shall relieve Buyer of its obligations to conduct its own due diligence on any Property introduced by Buyer Broker. Buyer acknowledges that (i) neither Buyer Broker nor Buyer Agent is an attorney, home inspector, surveyor or property appraiser, and (ii) Buyer must rely on other professionals as it deems appropriate in connection with its due diligence on a Property. Buyer Broker recommends that any Offer to Purchase a Property be conditioned on an inspection of the Property and its improvements conducted by a licensed inspector. Buyer is solely responsible for interviewing and selecting all inspectors.
- 10. FAIR HOUSING.** Buyer acknowledges that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability or any other status protected by federal or state law.
- 11. DISPUTE RESOLUTION.** All disputes, claims or controversies arising out of or related to this Agreement shall be submitted for binding arbitration (a) upon demand of either party, to (i) a local REALTOR® association or Board of REALTORS® in the Area, or (ii) the American Arbitration Association for resolution in accordance with its rules before a single neutral arbitrator reasonably acceptable to the parties sitting in the Area, or (b) upon mutual agreement of the parties, to another dispute resolution body or service. Each party shall pay one half of any fees and expenses related to such arbitration or dispute resolution. The results of such arbitration or dispute resolution shall be final and binding upon the parties, and either party shall have the right to enter judgement thereon in any court having jurisdiction.
- 12. ENTIRE AGREEMENT/GOVERNING LAW.** This is legal document that is binding on the parties and their successors and assigns. This Agreement is the final agreement between the parties, and by signing below, Buyer acknowledges that it has read the Agreement and understands its terms. This Agreement shall be governed by the laws and decisions of The Commonwealth of Massachusetts. This Agreement may only be modified by a writing signed by all parties. **Time is of the essence under this Agreement.**

13. ADDITIONAL TERMS AND CONDITIONS:

[SIGNATURE PAGE FOLLOWS]

Executed under seal as of _____, 20____

Buyer's Name

Buyer's Name

Buyer's Signature

Date

Buyer's Signature

Date

Buyer E-mail Address

Buyer E-Mail Address

Buyer Phone Number

Buyer Phone Number

Buyer Broker Name

Buyer Agent Name

Buyer Broker Signature

Date

Buyer Agent Signature

Date

Buyer Broker E-mail Address

Buyer Agent Email Address

Buyer Broker Phone Number

Buyer Agent Phone Number