CALIFORNIA ASSOCIATION OF REALTORS®

BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT

(C.A.R. Form BRBC, 12/22)

1. **REPRESENTATION PERIOD AND RIGHT TO REPRESENT:** ______________________________ ("Buyer") grants ______________________________ ("Broker") beginning on ____________ (date) and ending **(i)** _____ days later at 11:59 P.M., or **(ii)** upon completion of a resulting transaction, whichever occurs first ("Representation Period"), the non-exclusive right (unless **paragraph 4B(2)** is checked) to represent Buyer in acquiring real property or a manufactured home.
2. **NO PRE-EXISTING BUYER REPRESENTATION AND COMPENSATION AGREEMENTS:** Buyer acknowledges that Buyer has not entered into a representation agreement with another broker and has no obligation to pay compensation to any other broker, arising out of the acquisition of the Property identified in **paragraph 3**, except (identify other brokers and properties): ______________________________.
3. **PROPERTY TO BE ACQUIRED ("Property"):**
   A. Location: ______________________________
   ☐ City(ies) of ______________________, ☐ County(ies) of ______________________
   Price range: $ ____________ to $ ____________
   Other: ______________________________
   OR B. ☐ The following specified properties only: ______________________________
   OR C. ☐ The properties identified on the attached list.
4. **COMPENSATION TO BROKER:**
   NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker).
   A. BUYER AGREES TO PAY TO BROKER AS FOLLOWS: ((1) applies unless (2) or (3) is checked. Do not check both.)
   (1) ______ percent of the acquisition price AND $ ____________________,
   OR ☐ (2) $ ____________________,
   OR ☐ (3) Pursuant to the compensation schedule attached.
   B. BROKER RIGHT TO COMPENSATION: Broker shall be entitled to compensation specified in **paragraph 4A** from Buyer if during the Representation Period, or any extension thereof, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 3**, and the seller thereof completes the transaction or is prevented from doing so by default of Buyer as follows:
   (1) **BROKER INVOLVEMENT (NON-EXCLUSIVE REPRESENTATION):** Compensation is payable only if there was Broker Involvement with the Property. "Broker Involvement" means any of the following: **(i)** Buyer physically entered and was shown the Property by Broker; **(ii)** Broker showed the Property to Buyer virtually; **(iii)** Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; or **(iv)** the Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Buyer, specifically, or assisting Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Buyer's potential acquisition of the Property.
   OR ☐ (2) **BUYER ACQUISITION (EXCLUSIVE REPRESENTATION):** This Agreement shall be exclusive and irrevocable. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.**
   (3) Buyer includes any person or entity, other than Broker, related to Buyer or who in any manner acts on Buyer's behalf to acquire property described in **paragraph 3**.
   C. CANCELLATION OF BUYER REPRESENTATION AGREEMENT:
   (1) Either Buyer or Broker may cancel this Agreement by giving written notice to the other. This Agreement shall be terminated: **(i)** If **paragraph 4B(1)** applies, upon receipt of the notice or ☐ _____ days after receipt; or **(ii)** If **paragraph 4B(2)** applies, 30 days after receipt of the notice. Broker shall nonetheless be entitled to compensation if, during the Representation Period or any time specified in **paragraph 4E**, Buyer acquires Property for which there was Broker Involvement (C.A.R. Form NBIP **paragraph 4B(1)**) provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement. The written list of Broker Involvement properties shall be delivered to Buyer within 5 calendar days after the effective date of the cancellation. Before, during and after the 5-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.
   ☐ (2) (If checked AND only if **paragraph 4B(2)** applies) Neither party shall have the right to cancel this Agreement prior to expiration, except by mutual agreement.
   D. ACCOUNTING FOR PAYMENTS TO BROKER BY OTHERS:
   (1) If anyone other than Buyer compensates Broker for services covered by this Agreement, that amount shall be credited toward Buyer's obligation to pay compensation.
   (2) If third-party payments received exceed Buyer's obligation, the excess amount shall be paid to Broker, or ☐ credited to Buyer, or ☐ other ______________________________.
   (3) **AUTHORIZATION TO INCLUDE COMMISSION IN OFFER:** Buyer authorizes (☐ does not authorize) Broker to include a term in Buyer's offer obligating Seller to pay Broker directly or through escrow, for any compensation that Buyer owes Broker.
   E. ADDITIONAL BROKER RIGHT TO COMPENSATION: Broker shall be entitled to the compensation provided for in **paragraph 4A** if, within _____ **calendar days** after expiration of the Representation Period or any extension thereof or, if there is a cancellation, after the effective date of the cancellation in **paragraph 4C**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement provided, prior to expiration of this Agreement or any extension thereof or, if there is a cancellation, within the time specified in **paragraph 4C**, Broker delivers Buyer a written notice of those properties which there was Broker Involvement (C.A.R. Form NBIP).