



**PROPERTY SHOWING AND
REPRESENTATION AGREEMENT**
(For use with a prospective buyer for up to three
open house or other properties only)
(C.A.R. Form PSRA, 7/24)

Date Prepared: 09/15/2024

1. **PARTIES TO THE AGREEMENT AND PROPERTIES:** _____ ("Prospective Buyer")
grants KW ADVISORS ("Broker"),
the right to represent Prospective Buyer regarding the following properties only ("Property"):
- 123 MAIN ST, ANYTOWN, (property address)
 - _____ (property address)
 - _____ (property address)
2. **SHOW OR TOUR PROPERTY:** Broker agrees, virtually or in-person, to show or give a tour of the Property(ies) identified above to Prospective Purchaser.
3. **RIGHT TO REPRESENT:** Prospective Buyer grants Broker the non-exclusive right to represent Prospective Buyer in acquiring the Property(ies) identified above on the following terms and conditions.
4. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 3 pages. Prospective Buyer is advised to read all 3 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions
A		Representation Period	Beginning: <u>09/15/2024</u> (date); Ending at 11:59 P.M. on <u>10/16/2024</u> (date) (Not to exceed 30 days) OR upon completion of a resulting transaction, whichever occurs first.
B		Broker Compensation: 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 Prospective Buyer and Broker.	
B(1)	5	Amount of Compensation	<u>2.500</u> % of the acquisition price AND, if any, ☐ \$ _____, OR ☐ \$ _____.
B(2)	5F	Payments received by Broker from Seller	If Broker receives compensation from Seller, or others, pursuant to a term of Prospective Buyer's offer to purchase, or otherwise, the amount shall be credited against Prospective Buyer's obligation to pay Broker. Broker shall not receive any amount in excess of paragraph 4B(1) .
C	6	Cancellation Rights and Notice	Effective upon receipt OR ☐ _____ days after receipt.
D		Other Terms	_____

5. **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 Prospective Buyer and Broker.
- A. **ADVISORY:** Real estate commissions include all compensation and fees to Broker and are fully negotiable.
- B. **BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to compensation specified in **paragraph 4B(1)** from Prospective Buyer if during the Representation Period, or any extension, Prospective Buyer is shown the Property by Broker and Prospective Buyer enters into an agreement to purchase, lease, or otherwise acquire the Property, and the seller thereafter completes the transaction or is prevented from doing so by default of Prospective Buyer.
- (1) **NON-EXCLUSIVE REPRESENTATION; BROKER INVOLVEMENT:** Compensation is payable only if there was Broker Involvement with the Property.
- (2) **BROKER INVOLVEMENT**, wherever used in this Agreement means any of the following:
- Prospective Buyer physically entered and was shown the Property by Broker;
 - Broker showed the Property to Prospective Buyer virtually;
 - Broker submitted to seller a signed, written offer from Prospective Buyer to acquire, lease, exchange or obtain an option on the Property;
 - Broker performed a market analysis related to the Property or reviewed property specific documents or disclosures with Prospective Buyer; or
 - The Property was introduced to Prospective Buyer by Broker or one for which Broker acted on Prospective Buyer's behalf. However, merely sending Prospective Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Prospective Buyer, specifically, or assisting Prospective Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Prospective Buyer's potential acquisition of the Property.



C. TIMING OF COMPENSATION: Compensation is payable:

- (1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from this Agreement closes during or after the Representation Period.
- (2) If acquisition is prevented by default of Prospective Buyer, upon Prospective Buyer's default.
- (3) If acquisition is prevented by a party to the transaction other than Prospective Buyer, when Prospective Buyer collects damages by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 4B(1)**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

D. PAYMENT THROUGH ESCROW: Prospective Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Prospective Buyer funds in escrow. Prospective Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding Property involving Prospective Buyer and a seller or other transferor.

E. ACCOUNTING FOR PAYMENTS TO BROKER IF BROKER ALSO REPRESENTS SELLER: If Broker has a signed listing agreement with the seller of the Property to be purchased, Prospective Buyer shall not receive a credit for the compensation seller owes broker for representing Seller.

F. PAYMENTS RECEIVED FROM OTHERS LESS THAN PROSPECTIVE BUYER COMPENSATION OBLIGATION:

- (1) If Prospective Buyer owes Broker compensation, after first deducting payments, if any, due to Broker from others, Broker and Prospective Buyer should discuss the potential benefits and detriments of including a term in any offer Prospective Buyer makes obligating the seller to pay Broker, directly or through escrow, for some or all of any remaining compensation that Prospective Buyer owes Broker.
- (2) If seller contractually agrees with Prospective Buyer to pay all or part of Broker's compensation, and seller does not pay as contractually required, Prospective Buyer assigns to Broker, as a third-party beneficiary, any rights Prospective Buyer has to pursue the seller for such compensation.

6. CANCELLATION OF REPRESENTATION AGREEMENT:

- A.** Either Prospective Buyer or Broker may cancel this Agreement by giving written notice to the other within the time specified in **paragraph 4C**.
- B.** Broker shall still be entitled to compensation if, during the Representation Period, Prospective Buyer acquires Property for which there was Broker Involvement provided Broker delivers to Prospective Buyer a written list of those properties for which there was Broker Involvement (C.A.R. Form NBIP). The written list of Broker Involvement properties shall be delivered to Prospective Buyer within **5 calendar days** after the effective date of the cancellation.
- C.** Before, during and after the 5-day period, Prospective Buyer is advised to notify any other broker of Broker's rights under this paragraph.

7. AGENCY RELATIONSHIPS:

- A. DISCLOSURE:** Broker will provide Prospective Buyer with a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD) as soon as practicable prior to writing an offer.
- B. POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Prospective Buyer in any resulting transaction. Broker may act as an agent for both Prospective Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Prospective Buyer, or both Prospective Buyer and Seller, prior to or concurrent with Prospective Buyer's execution of a contract to acquire a Property. Prospective Buyer acknowledges and consents to Broker, including agents in Broker's firm, representing other prospective buyers for the Property.

8. BROKER AUTHORIZATIONS AND OBLIGATIONS: Broker is authorized to diligently represent Prospective Purchaser in any resulting transaction for the Property entered into during the Representation Period. If the Property contains residential property with one to four dwelling units, Broker will perform a reasonably competent and diligent visual inspection of the accessible areas of the Property.

9. PROSPECTIVE BUYER OBLIGATIONS: Prospective Buyer will act timely and in good faith to communicate and cooperate with Broker regarding any material issues or factors in any resulting transaction during the representation period. If requested, Prospective Buyer shall provide relevant personal and financial information.

PROSPECTIVE BUYERS ATTENDING AN OPEN HOUSE WITHOUT REPRESENTATION:

- (1) You are not required to sign a representation agreement to see this Property at an open house.
- (2) If you do not want the agent holding the open house to represent you, then you should not sign this form, and you should read and understand the Open House Visitor Non-Agency Disclosure and Sign-In (C.A.R Form OHNA-SI).

ALL PROSPECTIVE BUYERS:

- (1) If you have already signed a representation agreement with another broker, you should inform Broker of the name of that other broker and provide a copy of that agreement to Broker or request Broker to obtain a copy from the other broker.
- (2) If you have already signed a representation agreement with another broker, and you sign this form, you may be obligated to pay two different brokers if you purchase this Property.



Prospective Buyer acknowledges that Prospective Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

PROSPECTIVE BUYER SIGNATURE(S):

Prospective Buyer _____ Date _____

Prospective Buyer _____ Date _____

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ **KW ADVISORS** _____ DRE Lic# _____

Address _____ City _____ State _____ Zip _____

By _____ Date _____

Tel. _____ E-mail _____ DRE Lic# _____

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