NON-EXCLUSIVE BUYER AGENCY CONTRACT

NBA

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

A buyer agent owes duties of loyalty and confidentiality to a buyer and must act in a buyer's best interests. If a consumer chooses to purchase property without hiring a buyer agent, that consumer will not have a real estate licensee looking out for their interests in the transaction.

In a non-exclusive buyer agency contract, you agree that you will work with a specific buyer agent for certain properties, but that you do not have to work with them (and they do not have to work with you) for every property you may be interested in. Contacting another buyer agent and using their services after you have been introduced to or been shown a property under the terms of this contract could mean that you might owe fees to more than one broker.

Do not sign this contract until you have read the entire document and discussed any questions with the agent. If you have further questions about this contract you can also discuss them with the agent's broker or manager, and if you have legal questions, you are advised to consult a Pennsylvania real estate attorney.

Broker (Company) Mossy Oak Properties, Pennsylvania Land Professionals

Company License # RM424554

Company Address 511 Skyline Dr.

Belle Vernon PA., 15012

Company Phone 724-678-1232

Company Fax

Licensee(s) (Name) Logan Dominick

State License # RS368694

Direct Phone(s) 724-678-1232

Cell Phone(s) 724-875-4759

Licensee Fax

Email ldominick@mossyoakproperties.com

BUYER

BUYER'S MAILING ADDRESS

PHONE **CELL**

E-MAIL **FAX**

Does Buyer have a written agreement, such as a buyer agency contract, with another Broker? ☐**Yes** ☑**No**

If yes, explain:

Buyer understands that this Non-Exclusive Buyer Agency Contract is between Broker and Buyer and that Broker will be Buyer's Agent for properties introduced or shown to Buyer by Broker under the terms agreed to below.

1. STARTING DATE AND TERM OF NON-EXCLUSIVE BUYER AGENCY CONTRACT (8-24)

(A) **No law or Association of REALTORS® has set or recommended the term of this Contract.**

(B) This Contract starts when signed by Buyer and Broker, unless otherwise stated here:

(C) Buyer and Broker agree that this Contract is not time-limited, but applies only to the properties listed below (if any) AND any other properties introduced or shown to Buyer by Broker after the signing of this Contract.

0000 GRAY HOLLOW RD - Clearfield - 112.061

(D) If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.

2. BROKER'S FEE (8-24)

(A) **No law or Association of REALTORS® has set or recommended Broker's fee.** Broker and Buyer have negotiated the fee Broker will receive for exercising professional knowledge and skills in locating and assisting Buyer in the acquisition of real property which is available and suitable for Buyer.

(B) Broker's Fee, paid by Buyer to Broker, is as follows:

1. In a purchase transaction:
   a. with a seller represented by a real estate broker (this Broker or another broker) the fee is n/a % of the Purchase Price OR $ n/a, whichever is greater, AND $ n/a.
   b. with a seller who is **not** represented by a real estate broker the fee is n/a % of the Purchase Price OR $ n/a, whichever is greater, AND $ n/a.

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2024

rev. 8/24; rel. 8/24

2. Advance Fee/Retainer: $ n/a of Broker's Fee is earned and due (non-refundable) at signing of this Buyer Agency Contract. This Advance Fee will be credited against any other fees stated in this paragraph unless otherwise stated here: _____
3. Other: _____
4. **Broker will not retain any amount greater than the Broker's Fee agreed to in Paragraph 2(B), regardless of the source.**

(C) If Buyer leases a property instead of buying a property, Broker's fee is: _____

(D) Even though Broker's Fee, or a portion of it, may be paid by a seller or a listing broker, Broker will continue to represent the interests of Buyer.

1. It is Broker's policy to accept compensation offered by a listing broker, called cooperating compensation. If a listing broker offers cooperating compensation that is less than the Broker's Fee agreed to in Paragraph 2(B), Buyer may authorize Broker to negotiate an increase by using a form such as the Cooperating Broker Compensation Agreementfi [PAR Form CBC].
2. Sellers sometimes offer to make financial concessions towards paying buyer's costs at settlement, which could include some or all of the Broker's Fee agreed to in Paragraph 2(B) if it is not paid as cooperating compensation by the listing broker. Buyer can negotiate these seller concessions by including them in an agreement of sale.

(E) Buyer understands and agrees that if Broker receives LESS than the Broker's Fee agreed to in Paragraph 2(B) through any combination of cooperating compensation and seller concessions BUYER WILL BE RESPONSIBLE FOR PAYING THE REMAINDER OF BROKER'S FEE DUE TO BROKER AT OR BEFORE SETTLEMENT.

(F) **The balance of Broker's Fee is earned if Buyer enters into an agreement of sale for any property introduced or shown to Buyer, whether brought about by Broker, Broker's Licensee(s) or by any other person, (including Buyer or a different broker working with Buyer). If Buyer defaults on the terms of an agreement of sale, Broker's Fee will be paid by Buyer to Broker at that time. Buyer is advised that contacting a listing broker or seller directly may compromise Broker's ability to earn cooperating compensation from a listing broker and could result in Buyer's obligation to pay a fee to Broker.**

3. DUAL AGENCY

Buyer agrees that Broker and Broker's Licensee(s) stated above may also represent the seller(s) of the property Buyer might buy. A 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 Licensee represents Buyer and a seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and a seller. If the same Licensee is designated for Buyer and a seller, the Licensee is a Dual Agent. Buyer understands that Broker is a Dual Agent when Buyer is viewing properties listed by Broker.

4. DESIGNATED AGENCY

Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) stated above to exclusively represent the interests of Buyer. If Licensee is also the Seller's Agent, then Licensee is a DUAL AGENT.

☐ **Designated Agency is not applicable.**

5. BROKER'S SERVICES TO OTHERS

(A) Broker may not take action that is inconsistent with Buyer's interests. However, Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to, listing property for sale; representing the Seller as Seller Agent; deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services. Providing such services is not in itself a breach of Broker's fiduciary duty to Buyer.

(B) Broker/Licensee may show the same properties to other buyers and may represent those buyers in attempts to purchase the same property that Buyer wishes to purchase. Broker does not breach a duty to Buyer by showing a property Buyer is interested in to other prospective buyers.

(C) It is a conflict of interest when Broker or Licensee has financial or personal interest in the property and/or 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.

6. ENTIRE CONTRACT

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

7. TRANSFER OF THIS AGREEMENT

(A) Buyer agrees that Broker may transfer this Contract to another broker when Broker stops doing business, Broker forms a new real estate business, OR Broker joins his business with another.

(B) Broker will notify Buyer immediately in writing if Broker transfers this Contract to another broker. Buyer will follow all requirements of this Contract with the new broker.

8. CONFIDENTIALITY

Unless permitted by Buyer or required by law, Broker will not knowingly reveal or use any confidential information of Buyer. Buyer understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as confidential unless there is a confidentiality agreement betweeen Buyer and the seller. This Paragraph will survive the termination or expiration of this Contract.

9. 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.

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

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

1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.

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

11. 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.

12. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

The Pennsylvania General Assembly has passed legislation (often reffered 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

13. 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.

14. RECORDINGS ON THE PROPERTY

(A) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Buyers should not make recordings on the property that capture the oral statements of other persons without having the full consent of all persons who are parties to the communication.

(B) Buyer should be aware that a seller's property may contain smart home technologies or devices, which may record or allow for remote monitoring of the seller's property, including broadcasting or recording video and audio. Buyer should be aware that any discussions, including discussions of negotiation strategies, held on the property may not be confidential.

(C) **Buyer hereby releases all brokers, their LICENSEES, employees and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable through them, from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around any property considered for purchase by Buyer.**

15. 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.

16. ADDITIONAL TERMS

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

If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt. Buyer gives permission for Broker to send information about this transaction to Buyer's fax number(s) and/or e-mail address(es) listed.

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

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

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

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

BROKER (Company Name) Mossy Oak Properties, Pennsylvania Land Professionals

ACCEPTED ON BEHALF OF BROKER BY Logan Dominick **DATE** _____