



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.

1 Broker (Company) _____	Licensee(s) (Name) _____
2 _____	_____
3 Company License # _____	State License # _____
4 Company Address _____	Direct Phone(s) _____
5 _____	Cell Phone(s) _____
6 Company Phone _____	Licensee Fax _____
7 Company Fax _____	Email _____

8 BUYER _____

10 BUYER'S MAILING ADDRESS _____

12 PHONE _____ CELL _____

13 E-MAIL _____ FAX _____

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

15 If yes, explain: _____

16 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.

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

- 19 (A) No law or Association of REALTORS® has set or recommended the term of this Contract.
- 20 (B) This Contract starts when signed by Buyer and Broker, unless otherwise stated here:
- 21 (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
- 22 properties introduced or shown to Buyer by Broker after the signing of this Contract. _____
- 23 _____
- 24 _____
- 25 (D) If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.

26 2. BROKER'S FEE (8-24)

- 27 (A) No law or Association of REALTORS® has set or recommended Broker's fee. Broker and Buyer have negotiated the fee
- 28 Broker will receive for exercising professional knowledge and skills in locating and assisting Buyer in the acquisition of real
- 29 property which is available and suitable for Buyer.
- 30 (B) Broker's Fee, paid by Buyer to Broker, is as follows:
- 31 1. In a purchase transaction:
- 32 a. with a seller represented by a real estate broker (this Broker or another broker) the fee is _____% of the Purchase Price
- 33 OR \$ _____, whichever is greater, AND \$ _____.
- 34 b. with a seller who is **not** represented by a real estate broker the fee is _____% of the Purchase Price OR \$ _____,
- 35 whichever is greater, AND \$ _____.

36 Buyer Initials: _____

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Broker/Licensee Initials: _____

- 37 2. Advance Fee/Retainer: \$ _____ of Broker's Fee is earned and due (non-refundable) at signing of this Buyer
38 Agency Contract. This Advance Fee will be credited against any other fees stated in this paragraph unless otherwise stated
39 here: _____
40 3. Other: _____
41 4. **Broker will not retain any amount greater than the Broker's Fee agreed to in Paragraph 2(B), regardless of the source.**
42 (C) If Buyer leases a property instead of buying a property, Broker's fee is: _____
43 (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
44 interests of Buyer.
45 1. It is Broker's policy to accept compensation offered by a listing broker, called cooperating compensation. If a listing broker
46 offers cooperating compensation that is less than the Broker's Fee agreed to in Paragraph 2(B), Buyer may authorize Broker
47 to negotiate an increase by using a form such as the Cooperating Broker Compensation Agreementfi [PAR Form CBC].
48 2. Sellers sometimes offer to make financial concessions towards paying buyer's costs at settlement, which could include some
49 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. Buy-
50 er can negotiate these seller concessions by including them in an agreement of sale.
51 (E) Buyer understands and agrees that if Broker receives LESS than the Broker's Fee agreed to in Paragraph 2(B) through any com-
52 bination of cooperating compensation and seller concessions BUYER WILL BE RESPONSIBLE FOR PAYING THE REMAIN-
53 DER OF BROKER'S FEE DUE TO BROKER AT OR BEFORE SETTLEMENT.
54 (F) **The balance of Broker's Fee is earned if Buyer enters into an agreement of sale for any property introduced or shown to**
55 **Buyer, whether brought about by Broker, Broker's Licensee(s) or by any other person, (including Buyer or a different**
56 **broker working with Buyer). If Buyer defaults on the terms of an agreement of sale, Broker's Fee will be paid by Buyer to**
57 **Broker at that time. Buyer is advised that contacting a listing broker or seller directly may compromise Broker's ability**
58 **to earn cooperating compensation from a listing broker and could result in Buyer's obligation to pay a fee to Broker.**

59 3. DUAL AGENCY

60 Buyer agrees that Broker and Broker's Licensee(s) stated above may also represent the seller(s) of the property Buyer might buy. A
61 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
62 a Licensee represents Buyer and a seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are
63 separate Designated Agents for Buyer and a seller. If the same Licensee is designated for Buyer and a seller, the Licensee is a Dual
64 Agent. Buyer understands that Broker is a Dual Agent when Buyer is viewing properties listed by Broker.

65 4. DESIGNATED AGENCY

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

68 Designated Agency is not applicable.

69 5. BROKER'S SERVICES TO OTHERS

- 70 (A) Broker may not take action that is inconsistent with Buyer's interests. However, Broker may provide services to a seller for which
71 Broker may accept a fee. Such services may include, but are not limited to, listing property for sale; representing the Seller as
72 Seller Agent; deed/document preparation; ordering certifications required for closing; financial services; title transfer and prepa-
73 ration services; ordering insurance, construction, repair, or inspection services. Providing such services is not in itself a breach of
74 Broker's fiduciary duty to Buyer.
75 (B) Broker/Licensee may show the same properties to other buyers and may represent those buyers in attempts to purchase the
76 same property that Buyer wishes to purchase. Broker does not breach a duty to Buyer by showing a property Buyer is interested
77 in to other prospective buyers.
78 (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
79 interest before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Buyer in a timely
80 manner.

81 6. ENTIRE CONTRACT

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

84 7. TRANSFER OF THIS AGREEMENT

- 85 (A) Buyer agrees that Broker may transfer this Contract to another broker when Broker stops doing business, Broker forms a new real
86 estate business, OR Broker joins his business with another.
87 (B) Broker will notify Buyer immediately in writing if Broker transfers this Contract to another broker. Buyer will follow all require-
88 ments of this Contract with the new broker.

89 Buyer Initials: _____

Broker/Licensee Initials: _____

90 **8. CONFIDENTIALITY**

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

95 **9. EXPERTISE OF REAL ESTATE AGENTS**

96 Pennsylvania Real Estate Agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose
97 adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- 98 (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise,
99 the advice of the appropriate professional should be sought.
100 (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other
101 appropriate professional.

102 **10. DEPOSIT MONEY**

103 (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
104 as required by the real estate licensing laws and regulations until the sale is completed or an agreement of sale is terminated, or the
105 terms of a prior written agreement between the Buyer and a seller have been met. Buyer and Seller may name a non-licensee as
106 the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, not by the Real Estate
107 Licensing and Registration Act.

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

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

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

119 **11. CIVIL RIGHTS ACTS**

120 Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX,
121 DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN,
122 USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION
123 TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or
124 set deposit amounts, or as reasons for any decision relating to the sale or rental of property.

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

126 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa. C.S. §9791 et seq.) providing
127 for community notification of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the
128 Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information
129 on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us

130 **13. BUYER INSPECTIONS**

131 (A) **Buyer is advised to carry out an inspection for any property Buyer might buy.** Buyer should discuss inspections and any
132 special needs with Licensee. Unless Buyer and the seller agree otherwise, real estate is sold **IN ITS PRESENT CONDITION**.
133 It is Buyer's responsibility to determine whether the condition of the property is satisfactory. Buyer may request that the property
134 be inspected, at Buyer's expense, by qualified professionals to determine the condition of the structure or its components. Areas
135 of concern may include, but are not limited to: electrical; plumbing; heating, ventilating and air conditioning; appliances and fix-
136 tures; water infiltration; basement; roof; property boundaries; asbestos, mold and indoor air quality, carbon monoxide, radon, and
137 environmental hazards or substances; wood-destroying insect infestation; on-site water service and/or sewage system; property
138 insurance; deeds, restrictions and zoning; and lead-based paint.

139 (B) Buyer is advised that information regarding properties considered for purchase by Buyer has been provided by the seller or seller's
140 broker. Such information may include, but is not limited to, the information on the Seller's Property Disclosure Statement, includ-
141 ing environmental conditions; MLS information, including information regarding restrictions, taxes, assessments, association fees,
142 zoning restrictions, dimensions, boundaries (if identified); and marketing information. Unless otherwise noted, Broker has not
143 verified the accuracy of this information, and Buyer is advised to investigate its accuracy.

145 **14. RECORDINGS ON THE PROPERTY**

- 146 (A) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is
- 147 guilty of a felony under Pennsylvania law. Buyers should not make recordings on the property that capture the oral statements of
- 148 other persons without having the full consent of all persons who are parties to the communication.
- 149 (B) Buyer should be aware that a seller’s property may contain smart home technologies or devices, which may record or allow for
- 150 remote monitoring of the seller’s property, including broadcasting or recording video and audio. Buyer should be aware that any
- 151 discussions, including discussions of negotiation strategies, held on the property may not be confidential.
- 152 (C) **Buyer hereby releases all brokers, their LICENSEES, employees and any OFFICER or PARTNER of any one of them,**
- 153 **and any PERSON, FIRM or CORPORATION who may be liable through them, from any claims, lawsuits and actions**
- 154 **which may arise from any audio or video recordings occurring in or around any property considered for purchase by**
- 155 **Buyer.**

156 **15. RECOVERY FUND**

157 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
158 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays
159 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
160 (717) 783-3658.

161 **16. ADDITIONAL TERMS**

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

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

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

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

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

184 **BUYER** _____ **DATE** _____

185 **BUYER** _____ **DATE** _____

186 **BUYER** _____ **DATE** _____

187 **BROKER (Company Name)** _____

188 **ACCEPTED ON BEHALF OF BROKER BY** _____ **DATE** _____