BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated:
August 2024





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Notice to Buyer: All REALTORS® are required to have a signed written agreement prior to showing a home to a buyer.

1.	Buyer:		("Buyer")	
2.	Broker:	FIRM NAME	acting through	
3.	Agent:		("Broker").	
			AME	
5.	Broker's	Agreement: This Buyer-Broker Exclusive Employment Agreement ("Agreement") is between Buyer and Broker. In consideration of Broker's agreement to assist Buyer to locate, negotiate and facilitate the purchase of a property, Buyer gives Broker the exclusive and irrevocable right to represent Buyer in the purchase of a property during the term.		
7. 8.	Buyer a	cknowledges that signing more than one Buyer-Broker Exclusive Employment Agreer yer liable to compensate multiple brokers.	ment or similar agreement(s) could	
		his Agreement shall commence on and expire at 11:6	59 p.m. Mountain Standard Time, on	
11.	Employ	ment: Broker agrees to:		
12.	a. Id	ocate Property meeting the following general description:		
13.	□R	esidential 🗌 Land 🔲 Commercial 🗎 Other:	("Property") within	
14.	the	following geographical area(s):	;	
15.	b. n	egotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase,	exchange, or option of the Property;	
16.	c. a	c. assist Buyer during the transaction within the scope of Broker's expertise and licensing.		
17. 18. 19.	□a	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other:		
21. 22.	Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Buyer's first visit to any Property If Broker does not accompany Buyer on the first visit to any Property, including a model home, new home/lot or "oper house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller's broker may refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Compensation below.			
24.	Buyer a	grees to review the Arizona Department of Real Estate <u>Buyer Advisory</u> to assist in Buye	er's inspections and investigations.	
		R COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF R E OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER A		
27.	(BU	YER'S INITIALS) /		
29.	within fiv	Retainer Fee: (Check if applicable) Buyer agrees to pay Broker a non-refundable retainer fee in the amount of \$ within five (5) days or days of execution of this Agreement, which is earned when paid, for initial consultation, research and other services. This fee shall shall shall not be credited against the Broker Compensation below.		
		Compensation: If Buyer, or any entity owned or controlled by Buyer, closes escrow or e, or option of a Property, Buyer agrees to compensate Broker as follows ("Broker Compen		
33. 34. 35.		ONLY ONE AND FILL IN THE COMPENSATION):		
36.	□ 0	ther:	>>	

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- 37. The Broker Compensation shall be in U.S. currency and paid at the time of and as a condition of closing for purchase or 38. exchange or as otherwise agreed upon in writing.
- 39. a. **Compensation from seller or seller's broker:** A seller or seller's broker may offer compensation to Broker. Buyer authorizes Broker to accept compensation from seller or seller's broker, which shall be credited against Broker Compensation.
- 41. If seller or seller's broker's offer of compensation is greater than the Broker Compensation, Broker shall be paid the Broker 42. Compensation and the balance shall be credited to Buyer (to the extent allowed by Buyer's lender). Broker will not receive any amount greater than Broker Compensation from any source for services provided in this Agreement.
- 44. If seller or seller's broker's offer of compensation is less than the Broker Compensation, Buyer may request seller to pay the Broker Compensation as part of an offer to purchase the Property. Any Broker Compensation not paid by seller or seller's broker shall be paid by Buyer.

Notice: Unless modified by VA regulations, VA financed transactions shall be conditioned upon the Broker Compensation being paid by the seller or seller's broker.

- b. **Failure to Complete:** Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property and conduct any inspections/investigations of the Property that Buyer deems material and/or important. If completion of any transaction is prevented by Buyer's breach or with the consent of Buyer other than as provided in the purchase contract, the Broker Compensation shall be due and payable by Buyer.
- c. **Compensation After Expiration Date:** After the Expiration Date of this Agreement, Buyer agrees to pay Broker Compensation if: (i) within ______ calendar days after the Expiration Date, Buyer enters into an agreement to purchase, exchange, or option any Property shown or negotiated by Broker on behalf of Buyer during the Term of this Agreement; or (ii) Buyer closes escrow on a Property pursuant to a purchase contract that was executed during the Term of this Agreement; or (iii) Buyer closes escrow on a Property for which escrow was opened during the Term of this Agreement.
- 58. **Listings:** Broker shall show property listings that fit Buyer's criteria regardless of the compensation offered to Broker by seller 59. or seller's broker unless instructed otherwise by Buyer in writing. If necessary, Buyer instructs Broker to negotiate Broker 60. Compensation be paid by seller or seller's broker. These negotiations shall not jeopardize, delay, or interfere with the initiation, 61. processing or finalizing of a transaction.

62. **Notice:** If Buyer decides they do not wish to view property listings unless the seller or seller's broker has offered adequate compensation to Broker, the Buyer must make that instruction to Broker in writing.

- 64. **Equal Housing Opportunity:** Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any 65. individual or group of individuals. Broker may not disclose the racial, ethnic, or religious composition of any neighborhood, 66. community, or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify
- 67. housing facilities meeting the needs of a disabled buyer. For more information, consult Fair Housing Advisory.
- 68. Other Potential Buyers: Buyer consents and acknowledges that other potential buyers represented by Broker may consider,
- 69. make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

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- 70. **Release of Broker:** Buyer recognizes, acknowledges, and agrees that Broker is not qualified, nor licensed to offer advice on financial, 71. legal or tax matters regarding real estate transactions ("Related Services"). Broker, if requested, may provide Buyer the names of third-
- 72. party professionals who claim to perform Related Services. Buyer is instructed to independently investigate all potential third-party
- 73. professionals and use their sole discretion in selecting which third-party professionals to hire, if any. Buyer expressly releases, holds
- 74. harmless, and indemnifies Broker from any and all liability and responsibility regarding Buyer's selection and use of third-
- 75. party professionals to perform Related Services or Buyer's election not to use the services of such third-party professionals.

76.	(BUYER'S INITIALS)/
77.	Additional Terms and Conditions:
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81. Alternative Dispute Resolution ("ADR"): Buyer and Broker (the "Parties") agree to mediate any dispute or claim arising out of 82. or relating to this Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association

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PAGE 3 of 3 83. or as otherwise agreed. All mediation costs shall be paid equally by the Parties. In the event that mediation does not resolve 84. all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the Parties 85. shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the Parties are unable to agree on an 86. arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration 87. Rules for the Real Estate Industry. The decision of the arbitrator shall be final and non-appealable. Judgment on the award 88. rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either Party may 89. opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in 90. such event either Party shall have the right to resort to court action. 91. The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as a plaintiff or class 92. member in any purported class, collective, representative, or other consolidated proceeding. The Parties hereby waive their right to 93. commence, become a party to or remain a participant in any group, representative, class collective or hybrid class/collective action 94. in any proceeding and the arbitrator shall not preside over any form of a group, representative or class collective proceeding. 95. (BUYER'S INITIALS) 96. Attorney Fees and Costs: In any non-REALTOR® association proceeding to enforce the compensation due to Broker pursuant 97. to this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitration costs. 98. Arizona Law: This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona. 99. Copies and Counterparts: This Agreement may be executed by facsimile or other electronic means and in any number of 100. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement. 101. Entire Agreement: This Agreement, and any addenda and attachments, shall constitute the entire agreement between Buyer 102. and Broker, and shall supersede any other written or oral agreements between Buyer and Broker and can be modified only by a 103, writing signed by Buyer and Broker. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any 104. other provisions of this Agreement. 105. Capacity: Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate 106. the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents, as appropriate. 107. Acceptance: Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement. ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S NAME PRINTED A BUYER'S NAME PRINTED ADDRESS STATE ZIP CODE TELEPHONE EMAIL ADDRESS FIRM NAME ADDRESS ZIP CODE STATE

For Broker Use Only: Brokerage File/Log No. Manager's Initials Broker's Initials Date

^ AGENT'S SIGNATURE

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MO/DA/YR

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