



# RE-14 BUYER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)

OCTOBER 2021  
EDITION



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.  
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

DATE: \_\_\_\_\_ AGENT: \_\_\_\_\_  
Acting as Agent for the Broker

## 1. BUYER

retains \_\_\_\_\_ Broker of \_\_\_\_\_  
as exclusive Buyer Broker (hereinafter referred to as Broker), where the BUYER is represented by one Broker only for time herein set forth and for the express purpose of Representing BUYER in the purchase, lease, or optioning of real property referenced below. Further, BUYER agrees, warrants and acknowledges that BUYER has not and shall not enter into any buyer representation agreement with another broker in the state of Idaho as a broker for BUYER during the effective term of this agreement, unless otherwise agreed to in writing by BUYER and above-listed Broker. BUYER agrees to indemnify and hold the above-listed Broker harmless from any claim brought by any other broker or real estate salesperson for compensation claimed or owed during the effective term of this agreement. By appointing Broker as BUYER'S exclusive agent, BUYER agrees to conduct all negotiations for property through Broker, and to refer to Broker all inquiries received in any form from real estate brokers, salespersons, prospective sellers, or any other source, during the time this Buyer Representation Agreement is in effect. BUYER desires to purchase, lease, or option the real estate described below:

☐ Residential ☐ Residential Income ☐ Commercial ☐ Vacant Land ☐ Custom Build Job

☐ Other \_\_\_\_\_

Applicable City(s) \_\_\_\_\_, Idaho;

Applicable County(s) \_\_\_\_\_

Other Description: (i.e., geographical area, price, etc.) \_\_\_\_\_

**2. TERM OF AGREEMENT:** This BUYER REPRESENTATION AGREEMENT (herein after referred to as Agreement) is in force from date \_\_\_\_\_ and will expire at 11:59 p.m. on date \_\_\_\_\_, or upon closing of escrow of such property purchased through this agreement whichever is sooner. If the BUYER accepts an offer to purchase or exchange, the terms of this Agreement shall be extended through the closing of the transaction.

**3. BROKER REPRESENTATIONS AND SERVICES:** The Broker and Broker's agent representing a BUYER are agents of the BUYER. Broker will use reasonable efforts as BUYER'S agent to locate property as described in Section One hereof from the information available in the Multiple Listing Service (MLS) and from other sources for unlisted property that the Broker may be aware of when applicable as set forth in Section One. The Broker's duty to locate property for the BUYER is limited to the properties that the Broker is aware of and does not include a duty to discover every unlisted property that may be privately advertised. Broker shall make submissions to BUYER describing and identifying properties that substantially meet the criteria set forth in Section One, for consideration of the BUYER and Broker agrees to negotiate acceptance of any offer to purchase or lease such property.

**4. TRANSACTION RELATED SERVICES DISCLAIMER:** BUYER understands that Broker is qualified to advise BUYER on general matters concerning real estate but may not offer legal advice and is not an expert in matters of law, tax, financing, surveying, structural conditions, property inspections, water rights, mineral rights, hazardous materials, or engineering. BUYER acknowledges that Broker advises BUYER to seek expert assistance for advice on such matters. Broker cannot warrant the condition of property to be acquired or guarantee that all material facts are disclosed by the Seller. **Broker will not investigate the condition of any property including without limitation:** the status of permits, zoning, location of property lines, square footage, **marketability of title, applicability or enforceability of CC&R's**, possible loss of views and/or compliance of the property with applicable laws, codes or ordinances and BUYER must satisfy themselves concerning these issues by obtaining the appropriate expert advice. The Broker or Broker's agent may, during the course of the transaction, identify individuals or entities who perform services including BUT NOT LIMITED TO the following; home inspections, service contracts, appraisals, environmental assessment inspections, code compliance inspections, title insurance, closing and escrow services, loans and refinancing services, construction and repairs, legal and accounting services, and/or surveys. The BUYER understands that the identification of service providers is solely for BUYER'S convenience and that the Broker and its agent are not guaranteeing or assuring that the service provider will perform its duties in accordance with the BUYER'S expectations. BUYER has the right to make arrangements with any entity BUYER chooses to provide these services. BUYER hereby releases and holds harmless the Broker and Broker's agent from any claims by the BUYER that service providers breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with the BUYER'S expectations. In the event the BUYER requests Broker to obtain any products or services from outside sources, **BUYER agrees to pay for them immediately when payment is due.** For example: surveys or engineering, environmental and/or soil tests, title reports, home or property inspections, appraisals, etc.

**5. FINANCIAL INFORMATION:** BUYER agrees to provide Broker and/or Broker's agent with certain pertinent financial information necessary to prove ability to purchase desired property.

**6. OTHER POTENTIAL BUYERS:** BUYER understands that other potential buyers may consider, make offers on, or purchase through Broker the same or similar properties as BUYER is seeking to acquire. BUYER consents to Broker's representation of such other potential buyers before, during, and after the expiration of this Agreement and further releases Broker of any conflicting Agency duties.

BUYER'S Initials (\_\_\_\_) (\_\_\_\_) Date: \_\_\_\_\_

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Serial#: 017592-400165-6021816

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BUYER'S NAME(S) \_\_\_\_\_

**7. LIMITS OF CONFIDENTIALITY OF OFFERS:** BUYER understands that an offer submitted to a seller, and the terms thereof may not be held confidential by such seller or seller's representative unless such confidentiality is otherwise agreed to by the parties.

**8. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY:** The undersigned BUYER(S) have received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned BUYER(S) understand that the brokerage involved in this transaction may be providing agency representation to both the BUYER(S) and the Seller. The undersigned BUYER(S) each understands that, as an agent for both BUYER/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms or factors motivating the BUYER/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by §54-2085, Idaho Code. The undersigned BUYER(S) each understands that a limited dual agent does not have a duty of undivided loyalty to either client.

The undersigned BUYER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in §54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

**BUYER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES:** BUYER acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other BUYERS and for Sellers in the sale of the property. BUYER has been advised and understands that it may create a conflict of interest for Broker to introduce BUYER to a Seller Client's property because Broker could not satisfy all of its Client duties to both BUYER Client and Seller Client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, BUYER makes the following election.**  
(Make one election only)

\_\_\_\_\_/\_\_\_\_\_  
Initials  
**Limited Dual Agency  
and/or  
Assigned Agency**

BUYER DOES WANT to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the BUYER and Seller in the introduction of BUYER to such Seller client's property and in the preparation of any contract of sale which may result. BUYER authorizes Broker to act in a **limited dual agency** capacity. Further, BUYER agrees that Broker may offer, but is not obligated to offer, **assigned agency** representation, and if offered by the Broker, BUYER authorizes Broker to act in such capacity.

OR

\_\_\_\_\_/\_\_\_\_\_  
Initials  
**Single Agency**

BUYER DOES NOT WANT to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the BUYER to any Seller client's property.

**9. NON-DISCRIMINATION:** The parties agree not to discriminate against any prospective Seller or Lessor because of race, religion, creed, color, sex, marital status, national origin, familial, or handicapped status of such person.

**10. SEVERABILITY CLAUSE:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**11. SINGULAR AND PLURAL** terms each include the other, when appropriate.

**12. DEFAULT / ATTORNEY'S FEES:** In the event of default by BUYER under this Agreement, Broker shall be entitled to the Fee that Broker would have received had no default occurred, in addition to other available legal remedies. In the event of any suit or other proceeding arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and all costs incurred relative to such suit or proceeding, including fees and costs upon appeal. Venue of any action arising out of this Agreement shall be in the court of the county in which Broker's office is located.

**13. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency

**BUYER'S Initials (\_\_\_\_\_) (\_\_\_\_\_) Date:** \_\_\_\_\_

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BUYER'S NAME(S) \_\_\_\_\_

shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

**14. COMPENSATION OF BROKER:** In consideration of the services to be performed by the Broker, BUYER agrees that broker may be compensated in any of the following ways: Check all that apply.

☐ **A. If the property is subject to a listing agreement with the Broker's Company or a cooperating Broker** through the Multiple Listing Service (MLS) or otherwise, the fee will be the amount equal to the compensation offered by the aforementioned Brokers but not less than \_\_\_\_\_% of the selling price. BUYER agrees to pay to the Broker any difference between the amount received from the aforementioned Brokers and the stated minimum.

☐ **B. If the property is not subject to a Listing Agreement**, such as a For Sale By Owner or a Custom Build Job, the BUYER agrees that the Broker will be paid a fee of not less than \_\_\_\_\_% of selling price **OR** \$\_\_\_\_\_. The Broker shall first seek to obtain this fee through the transaction paid by the Seller. If the fee cannot be obtained through the Seller, the BUYER will be responsible for such fee stated above.

☐ **C. If the property is leased** by BUYER, then BUYER agrees to pay a total brokerage fee of the greater of: \_\_\_\_\_% of the total Base Rent **OR** \_\_\_\_\_ month's rent **OR** a one-time flat fee of \$\_\_\_\_\_. The Broker shall first seek to obtain this fee through the transaction paid by the lessor. If the fee cannot be obtained through the lessor, then BUYER will be responsible for the fee. 'Base Rent' is defined as the specific minimum rent owed by BUYER to lessor each year. In addition, if the lease is a 'lease to own' contract, or if the BUYER exercises an option to purchase under the lease, then in addition to the compensation for lease procurement specified in this paragraph (C), Broker shall also be entitled to any compensation for sale as enumerated in paragraphs (A) or (B) above.

☐ **D. Retainer Fee.** BUYER will pay Broker a non-refundable retainer fee of \$\_\_\_\_\_ due and payable upon signing of this Agreement. Retainer fee ☐ shall ☐ shall not be credited against any compensation set forth in paragraph A or B.

☐ **E. Hourly rate.** BUYER will pay Broker at the rate of \$\_\_\_\_\_ per hour for the time spent by Broker pursuant to this Agreement to be paid when billed whether or not BUYER acquires or leases property. The fee ☐ shall ☐ shall not be credited against any compensation as set forth in paragraph A, B, or C.

This compensation shall apply to transactions made for which BUYER enters into a contract during the original term of this Agreement or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract within \_\_\_\_\_ calendar days (ninety [90] if left blank) after this Agreement expires or is terminated, if the property acquired or leased by the BUYER was submitted in writing to the BUYER by Broker pursuant to Section One hereof during the original term or extension of the term of this Agreement. The fee shall be paid at closing or lease execution unless otherwise designated by the Broker in writing. The closing agent for this transaction is hereby authorized to pay the above-mentioned compensation at closing.

In the event BUYER purchases any property as described in Section 1 above without using the representation of the Broker named above within the time this agreement remains in force, above stated BUYER shall be liable to Broker for a cancellation fee equal to \_\_\_\_\_% of the selling price of the property acquired or \$\_\_\_\_\_.

**15. OTHER TERMS AND CONDITIONS:** \_\_\_\_\_

**16. COMMUNICATION:** Failure of BUYER to reasonably maintain communication with BROKER is a breach of this agreement.

**17. TRANSMISSION OF DOCUMENTS:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, SELLER, LENDER, Closing Agency, or either Broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

**18. WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agree that if BUYER uses, or authorizes the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

**19. AUTHORITY OF SIGNATORY:** If BUYER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER.

**20. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT.** The terms hereof, and any addendums or exhibits constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a written agreement signed by each of the parties.

BUYER'S Initials (\_\_\_\_) (\_\_\_\_) Date: \_\_\_\_\_

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BUYER'S NAME(S) \_\_\_\_\_

**21. FORCE MAJEURE:** Neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such party's timely performance of this agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have been avoided or overcome by exercising reasonableness or diligence. Force Majeure Events include, but are not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

**22. ACCESS.** BUYER acknowledges that by entering into this contract BUYER is requesting Broker to provide BUYER access to real property owned by third parties and that it is impossible for Broker to screen and/or monitor the individuals who reside in and/or own real property listed for sale or rent. Therefore, BUYER shall hold Broker harmless from all liability resulting from accessing real property, including but not limited to, liability arising from exposure to disease-causing organisms and objects such as viruses and bacteria.

Buyer Signature	Date	Agent or Broker (on behalf of Brokerage) Signature	Date
Buyer Signature	Date	Brokerage Address	
Address		Brokerage Phone	Brokerage Fax
Phone	Fax	Brokerage Email	
Email		Agent/Broker Email	