CALIFORNIA ASSOCIATION OF REALTORS®

BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT

(Non-Exclusive unless Exclusive is checked and initialed)

(C.A.R. Form BRBC, Revised 12/25)

Date Prepared: _____

1. **RIGHT TO REPRESENT:** _____ ("Buyer")
(☐ Buyer is a corporation, LLC, or partnership) grants _____ ("Broker")
the non-exclusive right (unless Exclusive is checked in **paragraph 2A(2)** and initialed in **paragraph 15**) to represent Buyer in acquiring real property or a manufactured home ("Property") for the Representation Period specified in **paragraph 2A(1)**.

2. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 5 pages. Buyer is advised to read all 5 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions
A	**Representation**		
A(1)		**Representation Period**	Beginning: _____ (date) Ending at 11:59 P.M. on _____ (date) OR upon completion of a resulting transaction, whichever occurs first. **Buyer and Broker agree that if Buyer is not a corporation, LLC, or partnership, the Representation Period shall end on either the ending date specified above or 90 days from the beginning date, whichever is sooner.**
A(2)		**Type of Representation**	Non-exclusive, OR ☒ **Exclusive** (valid only if checked AND initialed in **paragraph 15**).
B	**Property to be Acquired ("Property")**		Broker, including any associate licensee working through Broker on behalf of Buyer, provides services for the types of properties and in the locations specified below.
B(1)		**Property type:**	Single family residential (OR, if checked, ☐ SFR is excluded from this Agreement), including condominiums and manufactured homes (SFR), ☐ Multi-family residential with two to four units, ☐ with 5 or more units, ☐ Industrial, ☐ Vacant Land, ☐ Commercial, ☐ Tenancy in common, ☐ The following specified property(ies) only: _____
B(2)		**Location** (all that are checked apply)	☐ County(ies): Fresno, Madera, Merced * Be Broad ☐ City(ies): _____
B(3)		**Additional Description**	_____
C		**☐ Buyer Preferences and Priorities**	See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP).
D	7	**Properties Excluded from Representation**	_____ OR ☐ The Properties identified on the attached list.
E	**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 Buyer and Broker.** See attached Broker Compensation Advisory (C.A.R. Form BCA).		
E(1)	4B	**Amount of Compensation**	3 % of the acquisition price AND, if any, $ _____; ? OR ☐ $ a flat fee OR ☐ see attached Broker-created compensation schedule.
E(2)	4G	**Payments received by Broker from seller or others**	If Broker receives compensation from seller or others, for Broker's representation of Buyer, the amount shall be credited against Buyer's obligation to pay Broker. Broker shall not receive any amount in excess of the amount specified in **paragraph 2E(1)**.
E(3)	4C	**Continued Right to Payment for Broker Involved Properties**	The "Continuation Period" shall be _____ calendar days after the following: (i) **If this Agreement is not cancelled under paragraph 5**, the end of the Representation Period specified in **paragraph 2A(1)**, or any extension thereof; or (ii) **If this Agreement is cancelled under paragraph 5**, the effective date of the cancellation specified in **paragraph 2F**.
E(4)		**☐ Broker is paying a referral fee related to the representation of Buyer.** See attached C.A.R. Form RAD.	
F	5	**Cancellation Rights and Notice**	**Non-exclusive:** Cancellation effective upon receipt OR ☐ _____ days after receipt; **Exclusive:** Cancellation effective 30 OR ☐ _____ (not to exceed 30) days after receipt.
G	**Buyer Financial/Personal Information**		
G(1)	9B(1)	**Time to deliver Buyer personal/ financial information**	**Within 5 (or _____) calendar days** from the execution of this Agreement. **☐ C.A.R. Form BFPI attached.**
G(2)	9B(2)	**☐ Buyer does not have sufficient funds to pay Broker.**	Buyer's Broker's obligation to represent Buyer in a transaction is contingent upon a seller's agreement to pay the amount of compensation in **paragraph 2E(1)**.
H		**Other Terms**	_____

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5. **CANCELLATION OF BUYER REPRESENTATION AGREEMENT:**

A. Either Buyer or Broker may cancel this Agreement by giving written notice, at any time, to the other within the time specified in **paragraph 2F**.

B. Broker shall still be entitled to compensation if, during the Representation Period or the Continuation Period specified in **paragraph 2E(3)**, Buyer enters into contract to acquire Property for which there was Broker Involvement, provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement. The written list of Broker Involvement properties shall be delivered to Buyer within **5 calendar days** after the effective date of the cancellation. The timing of such payment is subject to the terms of **paragraph 4D**.

C. Buyer is advised to notify any other broker of Broker's rights under this paragraph.

6. **AGENCY RELATIONSHIPS:**

A. **DISCLOSURE:** Buyer acknowledges receipt of the ☑ "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).

B. **POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or with both Buyer and seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges receipt of a ☑ Possible Representation of More Than One Buyer or Seller – Disclosure and Consent (C.A.R. Form PRBS).

C. Broker shall confirm the agency relationship described above, or as modified, in writing prior to, or concurrent with, Buyer's execution of a purchase agreement.

D. **TERMINATION OF AGENCY RELATIONSHIP:** Buyer acknowledges and agrees that both Broker's agency relationship with Buyer and duties to represent Buyer shall terminate either upon this Agreement's expiration or the effective date of any cancellation or on completion of any transaction specified in this Agreement - whichever occurs first.

7. **PROPERTIES EXCLUDED FROM REPRESENTATION:**

A. **ADVISORY REGARDING BUYER SIGNING MULTIPLE BUYER REPRESENTATION AGREEMENTS:**

(1) Buyer shall inform Broker in writing if Buyer has signed any other buyer representation agreements, whether exclusive or non-exclusive, with any other Broker for any Property described in **paragraph 2B** and provide a copy of the agreement to Broker.
(2) Buyer shall disclose to Broker if another broker showed Buyer such Property virtually or in-person, or wrote an offer on, or otherwise acted on Buyer's behalf for, such Property. Buyer may owe compensation to that broker if Buyer purchases such Property.
(3) If Buyer has signed an exclusive buyer representation agreement with another broker that has not expired or been terminated, Buyer may owe compensation to that broker if Buyer purchases such Property even if that other broker had no involvement with the Property.
(4) Buyer shall disclose in **paragraph 2D** any Property for which Buyer is obligated to pay another broker.

B. **CONFLICTS WITH OTHER BROKER:** Unless otherwise notified by Buyer, Buyer acknowledges that for the Property identified in **paragraph 2B**, excluding any Property specified in **paragraph 2D** Buyer: **(i)** has not entered into an exclusive representation agreement with another broker; and **(ii)** has no obligation, even under a non-exclusive representation agreement, to pay compensation to any other broker arising out of the acquisition of the Property.

C. **LIMITATION ON BROKER REPRESENTATION:** If a property is excluded in **paragraph 2D**, during the time Buyer is obligated to compensate another broker, Broker is not obligated to assist Buyer with respect to that property, and Buyer shall not owe Broker compensation under this Agreement for that property.

8. **BROKER AUTHORIZATIONS AND OBLIGATIONS:**

A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement.

B. Broker will assist Buyer by:

(1) Locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, assisting Buyer in negotiating for acceptance of such offers and, as applicable, terms and conditions following such acceptance, and facilitating the escrow process for such accepted offers;
(2) As directed by or agreed with Buyer, ordering reports and investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer;
(3) Upon request, providing Buyer with a list of professionals who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and
(4) Upon request, assisting Buyer with the financing process by making referrals to lenders known to Broker, and assisting Buyer in obtaining loan pre-qualification, to the extent Broker can do so without acting as a Mortgage Loan Broker.

C. If the Property contains residential property with one to four dwelling units, Broker will conduct a reasonably competent and diligent, visual inspection of the accessible areas of the one to four Property (excluding any common areas) and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection.

D. Broker shall deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker during the Representation Period. Unless otherwise specified in writing, any information provided through Broker, while representing Buyer, has not been and will not be verified by Broker.

E. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

9. **BUYER OBLIGATIONS:**

A. **GOOD FAITH:** Buyer agrees: **(i)** to timely view and consider properties selected by Broker; **(ii)** negotiate in good faith to acquire a Property; and **(iii)** Buyer further agrees to act in good faith toward the completion of any contract entered into for a Property.

B. FINANCIAL AND PERSONAL INFORMATION:

(1) Within the time specified in **paragraph 2G(1)**, Buyer shall provide relevant personal and financial information, including, but not limited to, proof of funds needed to complete the purchase of Property and satisfy the obligation to pay Broker, and a preapproval/prequalification letter, to Broker to assure Buyer's ability to acquire Property. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, then Broker may cancel this Agreement in writing.

(2) If the box is checked in **paragraph 2G(2)**, for any Property for which Buyer writes an offer to purchase:

(A) Buyer agrees to include a term in Buyer's offer requesting seller to compensate Buyer's Broker; and

(B) For a transaction, this Agreement is contingent upon seller, or others, or both, agreeing to pay Broker the full amount that Buyer is contractually obligated to pay Broker. This contingency is in favor of the Broker, and Broker may elect to cancel this Agreement related to representation on that specific property, if the seller does not agree to pay the full amount that Buyer is contractually obligated to pay Broker. Broker shall inform Buyer, seller and listing agent that Buyer is proceeding without representation and that they shall complete a new Agency Confirmation removing Broker as representing Buyer.

C. REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE:

(1) Buyer is obligated, and agrees, to read all documents provided to Buyer.

(2) Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Investigation Advisory.

(3) Buyer is advised to read the attached Buyer's Investigation Advisory for a list of items and other concerns that may warrant investigation by Buyer or other professionals.

D. REPORTS/INVESTIGATIONS: Buyer agrees to pay for reports, investigations and meetings arranged by Broker for Buyer.

E. BUYER MATERIAL ISSUES: For any Property for which Buyer has made an offer or is considering making an offer, Buyer shall notify or update Broker in writing of any material issue to Buyer for that Property such as, but not limited to, Buyer requests for information on, or concerns regarding, any subject of interest or importance to Buyer (C.A.R. Form BMI-SP). If Buyer does not provide such information for a Property for which Buyer makes an offer, that Property shall be deemed to satisfy Buyer's material considerations notwithstanding any preferences and priorities identified in C.A.R. Form BIPP, if one has been completed.

F. INCORRECT, INCOMPLETE OR INACCURATE INFORMATION: Buyer agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect information supplied by Buyer, or from any material issues that Buyer fails to disclose in writing to Broker.

10. ATTORNEY FEES: In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and costs, except as otherwise specified in **paragraph 12A**.

11. MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, Broker or Manager has the right to cancel this Agreement, in writing, within **5 days** after its execution.

12. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney's fees from the non-mediating party, notwithstanding the terms in **paragraph 10**. Exclusions from the mediation agreement are specified in **paragraph 12B**.

B. ADDITIONAL MEDIATION TERMS: The following matters are excluded from mediation: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; and **(iv)** any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provisions, provided the filing party, concurrent with or immediately after such filing, makes a request to the court for a stay of litigation pending any mediation proceeding.

C. ARBITRATION ADVISORY: If Buyer and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

13. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall deliver to Broker, within **3 days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

14. ENTIRE AGREEMENT: All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy, facsimile, or electronic, may be executed in counterparts.

3. **ADVISORIES, ADDENDA AND DISCLOSURES:** The following advisories, addenda and disclosures are attached:

☑ Broker Compensation Advisory (C.A.R. Form BCA) ☐ Other _____

4. **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 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 2E(1)** from Buyer if during the Representation Period, or any extension, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 2B**, and the seller thereafter completes the transaction or is prevented from doing so by default of Buyer as follows:

(1) **NON-EXCLUSIVE REPRESENTATION; BROKER INVOLVEMENT:** Compensation is payable only if there was Broker Involvement with the Property.

(2) **EXCLUSIVE REPRESENTATION; BUYER ACQUISITION:** If Exclusive is checked in **paragraph 2A(2)** and initialed in **paragraph 15**, Broker is entitled to compensation if Buyer acquires Property during the Representation Period or any extension with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.

(3) **BUYER INCLUDES** any person or entity, other than Broker, related to Buyer or who, in any manner, acts on Buyer's behalf to acquire Property described in **paragraph 2B**.

(4) **BROKER INVOLVEMENT**, wherever used in this Agreement, means any of the following:

- Buyer physically entered and was shown the Property by Broker;
- Broker showed the Property to Buyer virtually;
- Broker submitted to seller a signed, written offer from 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 Buyer; or
- The Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Buyer, specifically, or assisting Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Buyer's potential acquisition of the Property.

C. **CONTINUATION OF RIGHT TO COMPENSATION FOR BROKER INVOLVED PROPERTIES:**

(1) Broker shall be entitled to the compensation provided for in **paragraph 2E(1)** if, during the Continuation Period specified in **paragraph 2E(3)**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement. The timing of such payment is subject to the terms of **paragraph 4D**.

(2) Broker's right to compensation pursuant to this paragraph shall only apply if, prior to expiration of this Agreement or any extension, Broker delivers Buyer a written notice of those properties for which there was Broker Involvement (C.A.R. Form NBIP).

Must deliver prior to agreement expiring?

D. **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 Buyer, upon Buyer's default.

(3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages, or obtains specific performance, by suit, settlement or otherwise. If damages are recovered, compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 2E(1)**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

E. **PAYMENT THROUGH ESCROW:** Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Buyer's funds in escrow. 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 Buyer and a seller or other transferor.

F. **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, Buyer shall not receive a credit for the compensation seller owes broker for representing seller.

G. **PAYMENTS RECEIVED FROM OTHERS FOR BROKER COMPENSATION:**

(1) Broker and Buyer should discuss whether it would be beneficial to include a term in any offer Buyer makes obligating the seller to pay Broker, directly or through escrow, for some or all of the compensation that Buyer owes Broker.

(2) If seller does not pay as contractually required, Buyer assigns to Broker, as a third-party beneficiary, any rights Buyer has to pursue the seller for such compensation.

(3) Under a settlement agreement binding on REALTORS®, Broker is prohibited from receiving compensation in excess of the amount in this Agreement. Buyer is advised not to include in a purchase offer a request that seller pay an amount higher than the amount in **paragraph 2E(1), or as amended prior to Buyer making the offer.**

(4) If Broker will receive compensation from Buyer and another source, see REALTOR® Acknowledgment and Disclosure (C.A.R. form RAD) for more information.

H. **DISCLOSURE OF PAYMENTS TO BROKER:** Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer.

15. EXCLUSIVE REPRESENTATION: If "Exclusive" is checked in paragraph 2A(2) and initialed by Buyer here:

A. This Agreement shall be exclusive. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Buyer shall not enter into another representation agreement in conflict with this Agreement.**

B. COMPENSATION: Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.

C. CANCELLATION: Either Buyer or Broker may unilaterally cancel this Agreement by giving the other 30 days written notice (or as otherwise specified in **paragraph 2F**). If, within **5 days** after the effective date of the cancellation, Broker provides Buyer a list of properties for which there was Broker Involvement, Broker may still be entitled to compensation if Buyer purchases one of the properties on the list during the Representation Period or the Continuation Period specified in **paragraph 2E(3)**.

Buyer's Initials _____/_____

By signing below, Buyer acknowledges that they have received a copy of this Buyer Representation and Broker Compensation Agreement, and they have read, understand, and agree to its terms.

☐ **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
_____.

(3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 13** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.

BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Buyer: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
(Signature) By, _____ Date: _____
Printed name of Buyer: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ DRE Lic# _____
Address _____ City _____ State _____ Zip _____
By (Broker/Agent) _____ Date _____
Tel. _____ E-mail _____ DRE Lic# _____
By (Broker/Agent) _____ Date _____
Tel. _____ E-mail _____ DRE Lic# _____
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ Two Brokers with different companies are representing the Buyer. Co-Buyer Brokers information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

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use to extend or modify BRBC

CALIFORNIA ASSOCIATION OF REALTORS®

MODIFICATION OF TERMS - BUYER REPRESENTATION AGREEMENT

(C.A.R. Form MT-BR, Revised 7/24)

The Buyer Representation Agreement dated _____, between _____ ("Broker")
and _____ ("Principal")
is modified as follows:

EXPIRATION DATE: The expiration date is changed to: _____.

NOTE: Any renewal of a buyer-broker agreement may not last longer than 3 months from the date of this Modification, unless Buyer is a corporation, LLC or partnership. If the renewal exceeds 3 months, this Modification is void, unless Buyer is a corporation, LLC or partnership.

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 PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

COMPENSATION: The amount of compensation is changed as follows: For the purchase of 1245 E. Rialto, Broker Compensation is reduced to 2%.

OTHER: _____

MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Modification of Terms on Broker's behalf, Broker or Manager has the right to cancel this Modification of Terms, in writing, within **5 Days** after its execution.

All other terms of the Buyer Representation Agreement as applicable, remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand and received a copy of this Modification of Terms - Buyer Representation.

_____ _____
Buyer Date

_____ _____
Buyer Date

Real Estate Broker (Firm) _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

BROKER COMPENSATION ADVISORY
(C.A.R. Form BCA, Revised 6/25)

1. **WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES.**
   A. **LISTING AGREEMENT COMPENSATION IS FULLY NEGOTIABLE:** When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law and are fully negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.
   B. **OPTIONAL ADDITIONAL COMPENSATION IF BUYER IS UNREPRESENTED:** A listing agreement may include optional additional compensation amounts owed to the seller's broker for situations where the broker takes on additional responsibilities or workload. Sometimes a buyer may not be working with nor want to be represented by a real estate broker. When that happens, the seller's broker is not required to represent the buyer, and the seller and seller's broker may decide that they do not want to create such a relationship. In those situations, the seller's broker is advised to use a Buyer Non-Agency (C.A.R. Form BNA) to inform the buyer that the seller's broker will be acting on behalf of the seller only, and not act as the buyer's agent, throughout the transaction. However, because the buyer is unrepresented, the seller's agent will inevitably have to do more work to facilitate the transaction. A seller may agree to compensate their broker for the additional work in such cases.
   C. **BROKER MAY REPRESENT BOTH BUYER AND SELLER; DUAL AGENCY:** California law allows a brokerage company to represent both seller and buyer in a real estate transaction. At the time the agent, on behalf of a brokerage, obtains the signature of a seller on a listing agreement, the agent will not, in most cases, know who the eventual buyer will be for a seller's property. Similarly, at the time an agent, on behalf of a brokerage, obtains the signature of a buyer on a buyer representation agreement, the agent will not, in most cases, know who the eventual seller will be for a property the buyer wants to buy. Because many individual licensees may work through one brokerage company, and some individual licensees work with many buyers and sellers, there is a possibility that the same brokerage company will represent both buyer and seller in a transaction. If licensees working through broker represent both seller and buyer, broker is allowed to receive compensation from each, provided the seller and buyer are advised of the relationship and the total amount of compensation the broker will receive.

2. **BROKER AGREEMENTS WITH BUYERS:**
   A. **BUYER REPRESENTATION COMPENSATION IS FULLY NEGOTIABLE:** When a buyer enters into a representation agreement with a broker, the buyer authorizes the broker to locate properties for the buyer to buy and agrees to pay the buyer's broker if a transaction is completed. Compensation amounts are not fixed by law and are fully negotiable. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.
   B. **REQUIREMENT FOR WRITTEN AGREEMENTS:** Pursuant to a nationwide class action settlement reached by the National Association of REALTORS® (NAR), participants in Multiple Listing Services are required to have a written agreement with a buyer prior to showing a buyer a residential property or giving a buyer a tour of such a property. The agreement must identify the amount of compensation to be paid to the broker for services provided and require that the broker cannot receive any compensation in excess of the amount specified in the agreement. Pursuant to a January 1, 2025 new law in California, all licensees must have a buyer representation agreement as soon as practicable upon acting as the buyer's agent, and it must include the amount of compensation, services to be rendered, when compensation is due, and the contract termination, which may not exceed three months.
   C. **ADVANTAGES OF WRITTEN AGREEMENTS:** Buyers and their brokers benefit when the terms of their relationship and respective duties are in writing. A written agreement establishes clear, mutual expectations and helps avoid misunderstandings over the buyer and broker's duties and the amount of compensation the buyer's agent is to be paid.

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3. **WHEN ENLISTING A REAL ESTATE BROKER TO REPRESENT THEM, BUYERS AGREE TO PAY THE BUYER'S BROKER WHEN ESCROW CLOSES, BUT THE PERSON RESPONSIBLE FOR PAYMENT MAY BE NEGOTIATED IN THE TRANSACTION:**

A. BUYER PAYS THE COMPENSATION PURSUANT TO A BUYER REPRESENTATION AGREEMENT: A buyer's broker may negotiate the amount of compensation directly with the Buyer and then document that agreement in a buyer representation agreement (C.A.R. Form BRBC or PSRA). The buyer then becomes contractually obligated to pay the broker by providing funds to escrow prior to the closing of a transaction.

B. SELLER PAYS THE COMPENSATION:

(1) **Buyer negotiates for Seller to Compensate Buyer's Broker:** A buyer may make a conditional offer to the seller by including a term in the purchase offer asking the seller to pay the buyer's broker if the buyer has already agreed to pay their own broker pursuant to a buyer representation agreement. If such a term is included in the purchase offer, the request will become one term among many that a seller may accept, reject, or negotiate by way of a counter offer. The possibility of asking the seller to pay the buyer's contractual compensation obligation option should be discussed when creating a buyer representation agreement and prior to an offer being made. Pursuant to the NAR Settlement (see **paragraph 2B) a buyer's broker is not permitted to receive compensation for services, from whatever source, that is greater than the amount in the buyer representation agreement.**

(2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another broker, a buyer's broker may approach that seller asking the seller to sign an agreement (C.A.R. Form SP, Single Party Compensation Agreement) to pay the buyer's broker. In this situation, the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship with the broker. When that happens, the buyer's broker is advised to use a Seller Non-Agency (C.A.R. Form SNA) to inform the seller that the buyer's broker will be acting on behalf of the buyer only, and not act as the seller's agent, throughout the transaction. However, because the seller is unrepresented, the buyer's agent will inevitably have to do more work to facilitate the transaction, which may be factored into the negotiation of the single party compensation agreement.

C. CHANGING PRACTICE RELATED TO A SELLER'S BROKER'S OFFER OF COMPENSATION:

Historically, in California, many seller's brokers used a Multiple Listing Service (MLS) to make a unilateral offer to compensate a buyer's broker who procured a buyer for the seller's property. However, the nationwide NAR settlement prohibits the seller's broker from using an MLS to make such an offer of compensation. The California Association REALTORS®' (C.A.R.) listing agreement forms no longer provide for such offers of cooperating broker compensation nor does C.A.R. include other forms in its library of forms that might facilitate such offers. Buyers and sellers must separately negotiate compensation with their respective brokers, as specified above.

By signing below, Seller or Buyer acknowledge that they have received a copy of this Broker Compensation Advisory, and they have read and understand its terms. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Seller/Buyer _____ Date _____

Seller/Buyer _____ Date _____

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CANCELLATION OF BUYER (OR TENANT) REPRESENTATION

(C.A.R. Form COBR, Revised 6/25)

1. **PARTIES AND PROPERTY:** _____ ("Broker") has agreed to represent _____ ("Buyer/Tenant") for the purpose of locating and acquiring real property or a manufactured home ("Representation Agreement") pursuant to a written Buyer or Tenant Representation agreement dated _____.

2. **NOTICE OF CANCELLATION OF BUYER REPRESENTATION: The representation may be cancelled by either Buyer/Tenant or Broker or both by signing in the applicable box below and delivering to the other party. However, compensation may still be owed based on the contractual rights of the Representation Agreement or otherwise.**

   A. **NOTICE:** By signing in the applicable box below ☐ Buyer/Tenant ☐ Broker ☐ Both hereby gives notice to the other to cancel the buyer representation and terminate their agency relationship, duties, and responsibilities with and to each other. Compensation may be payable as specified below.

   B. **EFFECTIVE DATE OF CANCELLATION:**

   (1) **Unilateral Cancellation**

   (A) ☐ The Representation Agreement is for non-exclusive representation, and the cancellation is effective immediately upon receipt of (or ☐ _____ days after receipt of) this notice.

   Probably sooner the better

   OR (B) ☐ The Representation Agreement is for exclusive representation, and the cancellation is effective 30 (or if a shorter time is allowed in the Representation Agreement ☐ _____ days after receipt of) this notice.

   OR (2) ☐ **Mutual Cancellation:** Regardless of the type of representation, Buyer/Tenant and Broker agree to mutually cancel the Representation Agreement immediately upon (or ☐ _____ days after) the last signature in the mutual cancellation box.

   C. **SCOPE OF CANCELLATION:**

   (1) **This cancellation notice applies to all properties** that are subject to the Representation Agreement;

   OR (2) ☐ **This cancellation notice applies ONLY FOR THE FOLLOWING** property: _____

   * This box used if the seller will NOT pay & buyer has no money to pay.

   (A) The Representation Agreement remains in effect for all other properties covered by the agreement;

   See your Manager

   (B) ☑ If checked, this unilateral cancellation is provided because the seller of the property identified in **paragraph 2C(2)** above has declined to pay all of Broker's compensation due from Buyer and Buyer has represented that Buyer lacks the ability to pay Broker (see C.A.R. Form BRBC, **paragraphs 2G(2)** and **9B(2)**). Broker withdraws from representing Buyer for the property identified in **paragraph 2C(2)** (see C.A.R. Form CAC for further information).

   D. **AGENCY: Once cancellation becomes effective, Broker will NOT be Buyer's/Tenant's agent** during any negotiation or transaction that results between Buyer/Tenant and a seller/housing provider. If Buyer/Tenant has any questions about the property to be acquired/leased or rented, Buyer/Tenant shall direct such questions to the seller's/housing provider's broker, if any, or to seller/housing provider; to any new broker Buyer/Tenant retains; or to Buyer's/Tenant's own separate legal counsel.

   E. **COMPENSATION DUE BROKER:**

   (1) Buyer/Tenant agrees to pay Broker as specified in the written agreement between them. C.A.R. Forms BRBC and PSRA provide that in the event of cancellation Broker shall be entitled to compensation for those properties for which there was Broker Involvement if any such property is acquired during the Representation Period, and, if applicable, during the Continuation Period specified in the applicable Representation Agreement. Broker shall give Buyer/Tenant a list of such properties within 5 calendar days after effective cancellation of the Representation Agreement.

   OR (2) Compensation shall be paid as specified in **paragraphs 2E(2)(A), (B), (C), or (D)**, below only if both parties agree by signing in the mutual cancellation box below.

   (A) ☐ **EXPENSES INCURRED:** Buyer/Tenant agrees to pay Broker $ _____ for out-of-pocket expenses, costs incurred, and services rendered to Buyer/Tenant prior to the effective date of the cancellation of the Buyer Representation agreement.

   (B) ☐ **BROKER TO RECEIVE A REFERRAL FEE:** Broker will receive a referral fee from another broker pursuant to a separate written agreement between Broker and the other broker.

   (C) ☐ **NO COMPENSATION:** Buyer/Tenant owes no compensation to Broker.

   (D) ☐ **OTHER:** _____.

   F. **BUYER/TENANT TO OBTAIN OTHER ADVICE:** Broker advises Buyer/Tenant to obtain real estate, legal, tax, title, insurance and other desired advice from a qualified California professional.

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BUYER/TENANT AND BROKER MUTUAL CANCELLATION: By signing below, Buyer/Tenant and Broker acknowledge that each has received a copy of this Cancellation of Buyer Representation, and each has read, understands, and agrees to its terms.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Real Estate Broker (Firm) _____

By (Broker/Office Manager) _____ Date _____

OR

BUYER/TENANT OR BROKER UNILATERAL CANCELLATION: The Party specified under paragraph 2A hereby gives notice of cancellation to the other Party under the terms of this Cancellation of Buyer Representation.

_____ _____

Buyer/Tenant or Broker/Office Manager Signature (party cancelling the representation) Date

_____ _____

Buyer/Tenant or Broker/Office Manager Signature (party cancelling the representation) Date

The other Party acknowledges by initialing below that they have received, have read, and understand the terms of this Cancellation of Buyer Representation.

_____/_____ Buyer's/Tenant's or Broker's Initials (party receiving the unilateral cancellation).

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CALIFORNIA ASSOCIATION OF REALTORS®

NOTICE OF BROKER INVOLVED PROPERTIES

(C.A.R. Form NBIP, Revised 6/25)

1. **NOTICE:** This Notice of Broker Involved Properties is being provided to you as required by the written buyer representation agreement ("Representation Agreement") dated _____, between _____ ("Buyer"), and _____ ("Broker").

2. **REPRESENTATION PERIOD:** The Representation Agreement commenced on _____ (date) and expires on, was extended to, or terminates on, _____ (date)("Representation Period").

3. **COMPENSATION AGREEMENT:** Buyer has agreed to pay Broker the compensation provided for in the Representation Agreement for property described in **paragraph 2B** of the Representation Agreement and for which there was Broker Involvement ("Broker Involved Property") as follows:
   A. **If (i)** Buyer enters into a contract to acquire a Broker Involved Property within the specified number of calendar days after the expiration of the Representation Period, or any extension, and **(ii)** Broker has provided to Buyer a written list of Broker Involved Properties in **paragraph 4** prior to the expiration of the Representation Agreement; OR
   OR B. **If,** after cancellation of the Representation Agreement, **(i)** Buyer enters into a contract to acquire a Broker Involved Property during the Representation Period, or, if applicable, the specified number of days after the termination of the Representation Period, and **(ii)** Broker has provided to Buyer a written list of Broker Involved Properties **5 calendar days** after the effective date of the cancellation of the Representation Agreement.

4. **BROKER INVOLVED PROPERTIES:** Pursuant to the Representation Agreement, Broker identifies the following property for which there was Broker Involvement: _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   ☐ If checked see attached list of Broker Involved Properties For any "overflow..."

5. **NOTIFYING NEW BROKER:**
   If Buyer intends to enter into a Buyer Representation Agreement with another broker, Buyer is advised to provide this Notice of Broker Involved Properties to that broker. Failure to do so may obligate Buyer to pay both Broker and the other broker.

6. **DATE OF NOTICE:**
   This Notice of Broker Involved Properties is being provided to Buyer on _____ (date).

Real Estate Broker (Firm) _____ DRE Lic # _____

By (Agent) _____ DRE Lic # _____ Date _____

By signing below, Buyer acknowledges that they have received a copy of this Notice of Broker Involved Properties, and they have read and understand its terms. Once this Notice of Broker Involved Properties has been delivered to you it is effective, even if you do not sign it.

Buyer _____ Date: _____

Buyer _____ Date: _____

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