

**BUYER REPRESENTATION AGREEMENT**

Form 507

1 **Buyer 1** \_\_\_\_\_, **Buyer 2** \_\_\_\_\_ "Buyer"  
2 Print Name Print Name

3 **Hereby Elects** (Brokerage) \_\_\_\_\_ "Broker"

4 (collectively "parties") as their exclusive representative for the acquisition of real property for a  
5 REPRESENTATION PERIOD: that shall begin upon signed execution of this form and end on  
6 (date)\_\_\_\_\_.

7 **For Property Located in/at:**

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_

12 **COMPENSATION for such broker representation shall be (choose one):**

13 (1) \_\_\_\_\_% of the sales price.

14 OR

15 (2) A flat fee of \$\_\_\_\_\_.

16 OR

17 (3) \_\_\_\_\_% of the sales price AND a flat fee of \$\_\_\_\_\_.

18 OR

19 (4) **(Other)** \_\_\_\_\_

20 \_\_\_\_\_  
21 During Representation Period, the Buyer agrees to only use Broker as their real estate representative.

22 **Compensation is due to Broker upon the successful completion of a purchase transaction defined as**  
23 **the buyer being recorded as the new owner of record, or upon the successful completion of a lease**  
24 **transaction defined as a landlord/lessor and tenant/lessee both signing a lease agreement.**

25 **Any compensation paid to the Broker from the listing brokerage as a cooperating broker commission**  
26 **shall be deducted from the amount due from the buyer as stipulated in this agreement.**

27 **Buyer is obligated to the compensate Broker upon successful completion of any transaction that begins**  
28 **during the representation period, notwithstanding whether the broker actually participated.**

29 If within 30 (or \_\_\_\_\_) days from the end of this representation period the Buyer enters into a transaction on  
30 any property in which the Broker showed or actively marketed to the Buyer during the representation period,  
31 then this agreement extends the duration of the transaction, in which case compensation is due Broker upon the  
32 success completion of such transaction.

33 **BROKER DUTY:** Broker shall furnish Buyer with information on prospective properties, facilitate showings, and  
34 prepare documents when possible, and per the Buyer's request, all within a reasonable time frame.

35 **DISPUTE RESOLUTION**

36 The venue for any disputes relating to or arising from the contract will be in the county where the property is  
37 located or in another location agreed upon by the parties.

38 When a legal action arises from the agreement the prevailing party shall be awarded reasonable attorney fees  
39 and court costs from the non-prevailing party.

Buyer Initials [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]

Broker Initials [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]

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**MEDIATION:** If a dispute arises from this agreement and parties are unable to resolve their dispute then both parties agree to seek mediation prior to filing a lawsuit or seeking a legal action against each other. The mediator should be a neutral third-party that is mutually agreed upon and chosen between both parties. If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs, even when otherwise entitled.

Parties agree to first seek mediation as a resolution for any disputes or potential legal claims against broker(s), provided that broker(s) also agree, in writing, to attend mediation.

**ARBITRATION:** If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. The arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. An award of arbitration may be confirmed in a court of competent jurisdiction. **Both parties must initial inside this box in order to elect this arbitration clause.** By initialing the spaces provided both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney fees and court costs, even when otherwise entitled.

INITIAL HERE: Buyer Initials ( ) ( ) Broker Initials ( ) ( )

**Buyer(s) understand(s) and agree(s) to the compensation terms and acknowledge(s) receipt of this document.**

**Buyer 1** \_\_\_\_\_  
Print Name Signature Date

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Buyer 2** \_\_\_\_\_  
Print Name Signature Date

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**BROKER**  
Brokerage Name \_\_\_\_\_ Lic.# \_\_\_\_\_

\_\_\_\_\_   
Print Agent Name Agent Signature Date Lic.#

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

