

BUSINESS RELATIONSHIP AGREEMENT
BETWEEN BROKER AND BUYER

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This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

1 BROKER (Company)
2 LICENSEE(S)

Note: The terms "buyer," "seller," and "buy" will also be construed to mean "tenant," "landlord," and "rent," respectively, throughout this agreement.

BUSINESS RELATIONSHIP AS DESCRIBED IN THE CONSUMER NOTICE

Does Buyer have a business relationship with another broker?
Buyer and Broker agree to the following business relationship as allowed by Broker's Company policy:
SELLER AGENT, TRANSACTION LICENSEE, BUYER AGENT

EXCLUSIVE BUYER AGENCY CONTRACT

1. TERM
This Contract applies to any property that Buyer chooses to buy during the term of this Contract.
Starting Date: This Contract starts when signed by Buyer and Broker, unless otherwise stated here:
Ending Date: This Contract ends
2. BROKER'S FEE
3. DUAL AGENCY
4. DESIGNATED AGENCY
5. TRANSFER OF THIS CONTRACT
6. Other:

ENTIRE AGREEMENT

This is the entire Agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a part of this Agreement.

NOTICE BEFORE SIGNING: IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT AN ATTORNEY.

BUYER DATE
Name (print)
Mailing Address
Home Phone Work Phone FAX #
E-Mail

BUYER DATE
Name (print)
Mailing Address
Home Phone Work Phone FAX #
E-Mail

BUYER DATE
Name (print)
Mailing Address
Home Phone Work Phone FAX #
E-Mail

BROKER (Company Name)
ACCEPTED BY DATE
Mailing Address
Phone #s FAX# E-Mail



## NOTICES TO BUYERS

83 The following Notices apply to buyers working with Buyer's Agents, Seller's Agents or Subagents for Seller, or Transaction Licensees.

84

85 Buyer acknowledges that Buyer has received and understands **the Consumer Notice adopted by the Pennsylvania Sate Real Estate**  
86 **Commission at 49 Pa. Code §35.336. The Consumer Notice, including the duties, definitions of business relationships, and statements**  
87 **identifying cooperation with other brokers, possibilities of dual agency and designated agency stated therein, and notice of the Real**  
88 **Estate Recovery Fund and zoning classification are incorporated here as part of this disclosure as though written here in their entirety.**

89

90 **An agency relationship between Broker and Buyer cannot be presumed. Buyer has the right to be represented by a broker**  
91 **(agency relationship) and may do so by electing "Buyer Agent" and agreeing with Broker to the terms of the relationship. In this**  
92 **case, the broker may designate one or more licensees to represent the separate interests of the parties. The terms and length of**  
93 **the business relationship, the fees, and the range of services that Broker will provide have been determined as a result of negotiations**  
94 **between Broker and Buyer and have not been set or recommended by any association of REALTORS®.**

95

### 96 SERVICES TO SELLER

97 Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to, listing fees;  
98 deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering  
99 insurance, construction, repair, or inspection services. Broker will disclose to Buyer if any fees are to be paid by the seller.

100

### 101 OTHER BUYERS

102 Licensee may show or present the same properties to other buyers.

103

### 104 CONFLICT OF INTEREST

105 A *conflict of interest* is when Broker or Licensee has financial or personal interest in the property where Broker or Licensee cannot put  
106 Buyer's interest before any other. If Broker, or any of Broker's licensees, has a *conflict of interest*, Broker will notify Buyer in a timely  
107 manner.

108

### 109 DEPOSIT MONEY

110 (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives in an escrow  
111 account as required by real estate licensing laws and regulations. Buyer agrees that Broker may wait to deposit any uncashed check that  
112 is received as deposit money until Buyer's offer has been accepted.

113 (B) If Buyer joins Broker/Licensee in a lawsuit for the return of deposit monies, Buyer will pay Licensee's and Broker's attorneys' fees  
114 and costs.

115

### 116 CIVIL RIGHTS ACTS

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

122

### 123 EXPERTISE OF REAL ESTATE AGENTS

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

126 (A) If Buyer wants information regarding specific conditions or componenets of the property which are outside the Agent's expertise, the  
127 advice of the appropriate professional should be sought.

128 (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other  
129 appropriate professional.

130

### 131 BUYER'S OPTIONS

132 Unless Buyer and the seller agree otherwise, real estate is sold in its present condition. It is Buyer's responsibility to satisfy himself or  
133 herself that the condition of the property is satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified  
134 professionals to determine the condition of the structure or its components. Areas of concern may include, but are not limited to, the  
135 following: electrical; plumbing, heating, ventilating, air conditioning; appliances and fixtures; water infiltration; basement; roof leakage;  
136 boundaries; asbestos, urea formaldehyde foam insulation, radon, and environmental hazards or substances; wood-destroying insect  
137 infestation; on-site water service and/or sewage system; and lead-based paint. Buyer's request for any inspection should be made to Broker  
138 before entering into an Agreement of Sale or lease.

139

### 140 FEES

141 Buyer understands that, as either a Seller Agent/Subagent for Seller or Transaction Licensee, Broker may receive a fee from the seller.  
142 Broker's office policy allows for cooperation with other brokers who may compensate Broker based on a percentage of the purchase price.  
143 As a Seller Agent/Subagent for Seller or a Transaction Licensee, Broker may not charge any fee to Buyer without a signed written  
144 agreement.