

BUYER (TENANT) AGENCY CONTRACT

BAC

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

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

1 Broker (Company) \_\_\_\_\_ Licensee(s) (Name) \_\_\_\_\_
2 \_\_\_\_\_ State License # \_\_\_\_\_
3 Company License # \_\_\_\_\_ Direct Phone(s) \_\_\_\_\_
4 Company Address \_\_\_\_\_ Cell Phone(s) \_\_\_\_\_
5 \_\_\_\_\_ Licensee Fax \_\_\_\_\_
6 Company Phone \_\_\_\_\_ Email \_\_\_\_\_

7 BUYER \_\_\_\_\_

9 BUYER'S MAILING ADDRESS \_\_\_\_\_

11 PHONE \_\_\_\_\_ FAX \_\_\_\_\_

12 E-MAIL \_\_\_\_\_

13 Buyer understands that this Buyer Agency Contract is between Broker and Buyer.

14 Does Buyer have a Buyer Agency Contract with another Broker? Yes No

15 If yes, explain: \_\_\_\_\_

16 1. STARTING & ENDING DATES OF BUYER AGENCY CONTRACT (ALSO CALLED "TERM")

17 (A) No Association of REALTORS® has set or recommended the term of this Contract. Broker/Licensee and Buyer have discussed and
18 agreed upon the length or term of this Contract. Broker may be paid a fee that is a percentage of the purchase price. Even though
19 Broker's Fee, or a portion of it, may be paid by seller or listing broker, Broker will continue to represent the interests of Buyer.

20 (B) This Contract applies to any property that Buyer chooses to purchase during the term of this Contract. Buyer will not enter into
21 a Buyer Agency Contract with another broker/licensee that begins before the Ending Date of this Contract.

22 Starting Date: This Contract starts when signed by Buyer and Broker, unless otherwise stated here: \_\_\_\_\_

23 Ending Date: This Contract ends at 11:59 PM on \_\_\_\_\_, or before if Buyer and Broker agree. The Ending Date
24 of this Contract may not be extended without the written consent of Buyer.

25 (C) If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.

27 2. BROKER'S FEE

28 (A) No Association of REALTORS® has set or recommended Broker's fee. Broker and Buyer have negotiated the fee Broker will
29 receive for exercising professional knowledge and skills in locating and assisting Buyer in the acquisition of real property which
30 is available and suitable for Buyer.

31 (B) Broker's Fee, paid by Buyer to Broker, is as follows:

32 1. In a purchase transaction:

33 a. with a seller represented by a real estate broker the fee is \_\_\_\_\_% of the purchase price OR \$ \_\_\_\_\_,
34 whichever is greater, AND \$ \_\_\_\_\_.

35 b. with a seller who is not represented by a real estate broker the fee is \_\_\_\_\_% of the purchase price OR \_\_\_\_\_,
36 whichever is greater, AND \$ \_\_\_\_\_.

37 2. Broker's Fee in event of a lease transaction is: \_\_\_\_\_.

38 3. It is Broker's policy to accept compensation offered by the listing broker. If the amount received from the listing broker is
39 less than the amount in Paragraph 2(B)(1), in a purchase transaction, or 2(B)(2), in a lease transaction, Buyer will pay Broker
40 the difference, unless seller agrees to pay the difference as a term in the agreement of sale.

41 4. \$ \_\_\_\_\_ of Broker's Fee is earned and due (non-refundable) at signing of this Buyer Agency Contract.

42 5. Other \_\_\_\_\_

43 (C) The balance of Broker's Fee is earned if Buyer enters into an agreement of sale during the term of this Contract, whether
44 brought about by Broker, Broker's Licensee(s) or by any other person, including Buyer. If Buyer defaults on the terms of
45 an agreement of sale, Broker's Fee will be paid by Buyer to Broker at that time. Buyer is advised that contacting a listing
46 broker or seller directly may compromise Broker's ability to earn compensation from a listing broker and could result in
47 Buyer's obligation to pay a fee to Broker.

50 Buyer Initials: \_\_\_\_\_ BAC Page 1 of 4 Broker/Licensee Initials: \_\_\_\_\_

- 51 (D) If Buyer enters into an agreement of sale for a property after the Ending Date of this Contract, Buyer will pay Broker's Fee if:  
52 1. The agreement of sale is a result of Broker's actions during the term of this Contract, OR  
53 2. The property was seen during the term of this Contract, AND  
54 3. Buyer is not under an exclusive buyer agency contract with another broker at the time Buyer enters into an agreement of sale.

55 **3. DUAL AGENCY**

56 Buyer agrees that Broker and Broker's Licensee(s) stated above may also represent the seller(s) of the property Buyer might buy. A  
57 Broker is a Dual Agent when a Broker represents both Buyer and a seller in the same transaction. A Licensee is a Dual Agent when  
58 a Licensee represents Buyer and a seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are  
59 separate Designated Agents for Buyer and a seller. If the same Licensee is designated for Buyer and a seller, the Licensee is a Dual  
60 Agent. Buyer understands that Broker is a Dual Agent when Buyer is viewing properties listed by Broker.

61 **4. DESIGNATED AGENCY**

62 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) stated above to exclusively represent the  
63 interests of Buyer. If Licensee is also the Seller's Agent, then Licensee is a DUAL AGENT.

64  **Designated Agency is not applicable.**

65 **5. BROKER'S SERVICES TO OTHERS**

- 66 (A) Broker may not take action that is inconsistent with Buyer's interests. However, Broker may provide services to a seller for  
67 which Broker may accept a fee. Such services may include, but are not limited to, listing property for sale; representing the  
68 Seller as Seller Agent; deed/document preparation; ordering certifications required for closing; financial services; title transfer  
69 and preparation services; ordering insurance, construction, repair, or inspection services. Providing such services is not in itself a  
70 breach of Broker's fiduciary duty to Buyer.  
71 (B) Broker/Licensee may show the same properties to other buyers and may represent those buyers in attempts to purchase the same  
72 property that Buyer wishes to purchase. Broker does not breach a duty to Buyer by showing a property Buyer is interested in to  
73 other prospective buyers.  
74 (C) It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Buyer's  
75 interests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Buyer in a timely  
76 manner.

77 **6. ENTIRE CONTRACT**

78 This Contract is the entire agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a  
79 part of this Contract. All changes to this Contract must be in writing and signed by Broker and Buyer.

80 **7. TRANSFER OF THIS CONTRACT**

- 81 (A) Buyer agrees that Broker may transfer this Contract to another broker when Broker stops doing business, Broker forms a new real  
82 estate business, OR Broker joins his business with another.  
83 (B) Broker will notify Buyer immediately in writing if Broker transfers this Contract to another broker. Buyer will follow all require-  
84 ments of this Contract with the new broker.

85 **8. CONFIDENTIALITY**

86 Unless permitted by Buyer or required by law, Broker will not knowingly reveal or use any confidential information of Buyer. Buyer  
87 understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as confidential unless  
88 there is a confidentiality agreement between Buyer and the seller. This Paragraph will survive the termination or expiration of this  
89 Contract.

90 **9. EXPERTISE OF REAL ESTATE AGENTS**

- 91 Pennsylvania real estate agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose ad-  
92 verse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.  
93 (A) If Buyer wants information regarding specific conditions or components of a property which are outside Broker's or Licensee's  
94 area of expertise, Buyer is encouraged to seek the advice of an appropriate professional.  
95 (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other  
96 appropriate professional.

97 **10. DEPOSIT MONEY**

- 98 (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives in an escrow  
99 account as required by the real estate licensing laws and regulations until the sale is completed or an agreement of sale is ter-

minated, or the terms of a prior written agreement between the Buyer and a seller have been met. Buyer and Seller may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, not by the Real Estate Licensing and Registration Act. Buyer agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is provided as deposit money until Seller has accepted an offer.

- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
  2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
  3. According to the terms of a final order of court.
  4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.
- (C) Buyer agrees that if Buyer names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Buyer.

### 11. CIVIL RIGHTS ACTS

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

### 12. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. §9791 et seq.) providing for community notification of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).

### 13. BUYER INSPECTIONS

- (A) Unless Buyer and a seller agree otherwise, real estate is sold **IN ITS PRESENT CONDITION**. It is Buyer's responsibility to determine whether the condition of the property is satisfactory. **Buyer is advised to carry out an inspection**, at Buyer's expense, by qualified professionals to determine the condition of the structure or its components. Areas of concern may include, but are not limited to: electrical; plumbing; heating, ventilating and air conditioning; appliances and fixtures; water infiltration; basement; roof; property boundaries; asbestos, mold and indoor air quality, carbon monoxide, radon, and environmental hazards or substances; wood-destroying insect infestation; on-site water service and/or sewage system; property insurance; deeds, restrictions and zoning; and lead-based paint. Buyer should discuss inspections and any special needs with Licensee.
- (B) Buyer is advised that information regarding properties considered for purchase by Buyer has been provided by a seller or a seller's broker. Such information may include, but is not limited to, the information on the Seller's Property Disclosure Statement, including environmental conditions; MLS information, including information regarding restrictions, taxes, assessments, association fees, zoning restrictions, dimensions, boundaries (if identified); and marketing information. Unless otherwise noted, Broker has not verified the accuracy of this information, and Buyer is advised to investigate its accuracy.

### 14. RECORDINGS ON THE PROPERTY

- (A) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Buyers should not make recordings on the property that capture the oral statements of other persons without having the full consent of all persons who are parties to the communication.
- (B) Buyer should be aware that a seller's property may contain smart home technologies or devices, which may record or allow for remote monitoring of the seller's property, including broadcasting or recording video and audio. Buyer should be aware that any discussions, including discussions of negotiation strategies, held on the property may not be confidential.
- (C) **Buyer hereby releases all Brokers, their LICENSEES, employees and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM, or CORPORATION who may be liable through them, from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around any property considered for purchase by Buyer.**

152 **15. RECOVERY FUND**

153 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)  
154 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays  
155 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call  
156 (717) 783-3658.

157 **16. SPECIAL CLAUSES**

158 **(A) The following are part of this Buyer Agency Contract if checked:**

159  Single Agency Addendum (PAR Form SA)

160  \_\_\_\_\_

161 **(B) Additional Terms:**

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176 **Buyer has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

177 **Buyer has read the entire Contract before signing. Buyer must sign this Contract.**

178 **If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker a copy of all Loan Estimate(s) and Closing**  
179 **Disclosure(s) upon receipt. Buyer gives permission for Broker to send information about this transaction to Buyer's fax number(s)**  
180 **and/or e-mail address(es) listed.**

181 **Return of this Contract, and any addenda and amendments, including return by electronic transmission, bearing the signatures**  
182 **of all parties, constitutes acceptance by the parties.**

183 **This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counter-**  
184 **parts together shall constitute one and the same Agreement of the Parties.**

185 **NOTICE BEFORE SIGNING: IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT A PENNSYLVANIA**  
186 **REAL ESTATE ATTORNEY.**

187 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
188 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
189 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

190 **BROKER (COMPANY)** \_\_\_\_\_  
191 **ACCEPTED ON BEHALF OF BROKER BY** \_\_\_\_\_ **DATE** \_\_\_\_\_