



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

AUGUST 2024 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.

1 **DATE:** \_\_\_\_\_ **AGENT:** \_\_\_\_\_  
2  
3 Acting as Agent for the Broker

4 **1. BUYER** \_\_\_\_\_

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

- 16  Residential  Residential Income  Commercial  Vacant Land  Custom Build Job  
17  Other \_\_\_\_\_

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

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

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

21 **2. TERM OF AGREEMENT:** This BUYER REPRESENTATION AGREEMENT (herein after referred to as Agreement) is in force from  
22 date \_\_\_\_\_ and will expire at 11:59 p.m. on date \_\_\_\_\_, or upon closing of escrow of such Property purchased  
23 through this agreement whichever is sooner. If the BUYER accepts an offer to purchase or exchange, the terms of this Agreement shall be  
24 extended through the closing of the transaction.  
25  
26

27 **3. BROKER REPRESENTATIONS AND SERVICES:** The Broker and Broker's agent representing a BUYER are agents of the BUYER.  
28 Broker will use reasonable efforts as BUYER'S agent to locate Property as described in Section One hereof from the information available  
29 in the Multiple Listing Service (MLS) and from other sources for unlisted Property that the Broker may be aware of when applicable as set  
30 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  
31 not include a duty to discover every unlisted Property that may be privately advertised. Broker shall make submissions to BUYER  
32 describing and identifying properties that substantially meet the criteria set forth in Section One, for consideration of the BUYER and Broker  
33 agrees to negotiate acceptance of any offer to purchase or lease such Property.  
34  
35

36 **4. COMPENSATION OF BROKER:** Compensation is not set by law and is fully negotiable. Brokerage shall not receive compensation for  
37 brokerage services from any source that exceeds the amount or rate agreed to herein. In consideration of the services to be performed by  
38 the Broker, BUYER agrees that Broker shall be compensated in the following ways: Check all that apply.

39  **A. Percentage of Sales Price or Flat Fee.** The BUYER agrees that the Broker will be paid a fee of \_\_\_\_\_% of final sales price **OR**  
40 a flat fee of \$\_\_\_\_\_. Buyer instructs the Broker to seek to obtain this fee through the transaction paid by the seller or  
41 the listing brokerage. If the fee cannot be obtained through the seller or the listing brokerage, the BUYER will be responsible for the fee  
42 stated above.

43  **B. Leased Property.** If the property is leased by BUYER, then BUYER agrees to pay a total brokerage fee of the greater of:  
44 \_\_\_\_\_% of the total Base Rent OR \_\_\_\_\_ month's rent OR a one-time flat fee of \$\_\_\_\_\_. BUYER instructs Broker to seek to  
45 obtain this fee through the transaction paid by the lessor or lessor's agent. If the fee cannot be obtained through the lessor or the  
46 lessor's agent, then BUYER will be responsible for the fee. `Base Rent' is defined as the specific minimum rent owed by BUYER to  
47 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,  
48 then in addition to the compensation for lease procurement specified in this paragraph (B), Broker shall also be entitled to any  
49 compensation for sale as enumerated in paragraph (A) above.

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

52  **D. Hourly rate.** BUYER will pay Broker at the rate of \$\_\_\_\_\_ per hour for the time spent by Broker pursuant to this  
53 Agreement to be paid when billed whether or not BUYER acquires or leases Property. The fee  shall  shall not be credited against  
54 any compensation as set forth in paragraph A, B, or C.  
55

56 This compensation shall apply to transactions made for which BUYER enters into a contract during the original term of this Agreement  
57 or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract  
58 within \_\_\_\_\_ calendar days (ninety [90] if left blank) after this Agreement expires or is terminated, if the Property acquired or leased by the  
59 BUYER was submitted in writing to the BUYER by Broker pursuant to Section One hereof during the original term or extension of the term  
60

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

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

60 of this Agreement. The fee shall be paid at closing or lease execution unless otherwise designated by the Broker in writing. The
61 closing agent for this transaction is hereby authorized to pay the above-mentioned compensation at closing.

62
63 In the event BUYER purchases any Property as described in Section 1 above without using the representation of the Broker named
64 above within the time this Agreement remains in force, above stated BUYER shall be liable to Broker for a cancellation fee equal to
65 \_\_\_\_\_% of the selling price of the Property acquired or \$\_\_\_\_\_.

66
67 **5. TRANSACTION RELATED SERVICES DISCLAIMER:** BUYER understands that Broker is qualified to advise BUYER on general
68 matters concerning real estate but may not offer legal advice and is not an expert in matters of law, tax, financing, surveying, structural
69 conditions, Property inspections, water rights, mineral rights, hazardous materials, or engineering. BUYER acknowledges that Broker
70 advises BUYER to seek expert assistance for advice on such matters. Broker cannot warrant the condition of Property to be acquired or
71 guarantee that all material facts are disclosed by the seller. **Broker will not investigate the condition of any Property including**
72 **without limitation:** the status of permits, zoning, location of Property lines, square footage, **marketability of title, applicability or**
73 **enforceability of CC&R's**, possible loss of views and/or compliance of the Property with applicable laws, codes or ordinances and BUYER
74 must satisfy themself concerning these issues by obtaining the appropriate expert advice. The Broker or Broker's agent may, during the
75 course of the transaction, identify individuals or entities who perform services including BUT NOT LIMITED TO the following; home
76 inspections, service contracts, appraisals, environmental assessment inspections, code compliance inspections, title insurance, closing and
77 escrow services, loans and refinancing services, construction and repairs, legal and accounting services, and/or surveys. The BUYER
78 understands that the identification of service providers is solely for BUYER'S convenience and that the Broker and its agent are not
79 guaranteeing or assuring that the service provider will perform its duties in accordance with the BUYER'S expectations. BUYER has the
80 right to make arrangements with any entity BUYER chooses to provide these services. BUYER hereby releases and holds harmless the
81 Broker and Broker's agent from any claims by the BUYER that service providers breached their Agreement, were negligent,
82 misrepresented information, or otherwise failed to perform in accordance with the BUYER'S expectations. In the event the BUYER
83 requests Broker to obtain any products or services from outside sources, **BUYER agrees to pay for them immediately when payment is**
84 **due.** For example: surveys or engineering, environmental and/or soil tests, title reports, home or Property inspections, appraisals, etc.

85
86 **6. FINANCIAL INFORMATION:** BUYER agrees to provide Broker and/or Broker's agent with certain pertinent financial information
87 necessary to prove ability to purchase desired Property.

88
89 **7. OTHER POTENTIAL BUYERS:** BUYER understands that other potential buyers may consider, make offers on, or purchase through
90 Broker the same or similar properties as BUYER is seeking to acquire. BUYER consents to Broker's representation of such other potential
91 buyers before, during, and after the expiration of this Agreement and further releases Broker of any conflicting Agency duties.

92
93 **8. LIMITS OF CONFIDENTIALITY OF OFFERS:** BUYER understands that an offer submitted to a seller, and the terms thereof may not be
94 held confidential by such seller or seller's representative unless such confidentiality is otherwise agreed to by the parties.

95
96 **9. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY:** The undersigned BUYER(S) have received, read and
97 understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned BUYER(S) understand
98 that the brokerage involved in this transaction may be providing agency representation to both the BUYER(S) and the seller. The
99 undersigned BUYER(S) each understands that, as an agent for both BUYER/client and seller/client, a brokerage will be a limited dual
100 agent of each client and cannot advocate on behalf of one client over another and cannot legally disclose to either client certain confidential
101 client information concerning price negotiations, terms or factors motivating the BUYER/client to buy or the seller/client to sell without
102 specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited dual
103 agent are contained in the Agency Disclosure Brochure as required by §54-2085, Idaho Code. The undersigned BUYER(S) each
104 understands that a limited dual agent does not have a duty of undivided loyalty to either client.

105
106 The undersigned BUYER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency
107 representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with
108 applicable duties set forth in §54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the
109 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
110 their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or
111 using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

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

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

120 BUYER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES: BUYER acknowledges that
121 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
122 Property. BUYER has been advised and understands that it may create a conflict of interest for Broker to introduce BUYER to a seller
123 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
124 showing or any transaction which resulted. Based on the understandings acknowledged, BUYER makes the following election.
125 (Make one election only)
126

127
128 \_\_\_\_\_ / \_\_\_\_\_ BUYER DOES WANT to be introduced to seller client's property and hereby agrees to relieve Broker of conflicting
129 Initials agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty
130 Limited Dual Agency of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist
131 and/or the BUYER and seller in the introduction of BUYER to such seller client's property and in the preparation of any
132 Assigned Agency contract of sale which may result. BUYER authorizes Broker to act in a limited dual agency capacity. Further,
133 BUYER agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered
134 by the Broker, BUYER authorizes Broker to act in such capacity.
135

136 OR

137
138 \_\_\_\_\_ / \_\_\_\_\_ BUYER DOES NOT WANT to be introduced to seller client's property and hereby releases Broker from any
139 Initials responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the
140 Single Agency BUYER to any seller client's property.
141

142
143 10. NON-DISCRIMINATION: The parties agree not to discriminate against any prospective seller or lessor because of race, religion,
144 creed, color, sex, marital status, national origin, familial, or handicapped status of such person.
145

146 11. SEVERABILITY CLAUSE: In the case that any one or more of the provisions contained in this Agreement, or any application thereof,
147 shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way
148 be affected or impaired thereby.
149

150 12. SINGULAR AND PLURAL terms each include the other, when appropriate.
151

152 13. DEFAULT / ATTORNEY'S FEES: In the event of default by BUYER under this Agreement, Broker shall be entitled to the Fee that
153 Broker would have received had no default occurred, in addition to other available legal remedies. In the event of any suit or other
154 proceeding arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and all costs incurred
155 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
156 court of the county in which Broker's office is located.
157

158 14. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and seller
159 agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may
160 reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the
161 disputed money. However, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's
162 or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of
163 competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable
164 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
165 taken, said Broker is entitled to recover actual fees incurred from either BUYER or seller.
166

167 15. OTHER TERMS AND CONDITIONS: \_\_\_\_\_
168 \_\_\_\_\_
169

170 16. COMMUNICATION: Failure of BUYER to reasonably maintain communication with BROKER is a breach of this agreement.
171

172 17. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any
173 signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, seller, lender,
174 closing agency, or either Broker, the BUYER and seller will confirm facsimile or electronic transmitted signatures by signing an original
175 document.
176

177 18. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...)
178 are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums
179 of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money
180 transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agrees that if BUYER
181 uses, or authorizes the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the

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

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

182 designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent
183 interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.
184

185 19. AUTHORITY OF SIGNATORY: If BUYER is a corporation, partnership, trust, estate, or other entity, the person executing this
186 agreement on its behalf warrants his or her authority to do so and to bind BUYER.
187

188 20. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT The terms hereof, and any addendums or exhibits
189 constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be
190 modified only by a written agreement signed by each of the parties.
191

192 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
193 party's timely performance of this Agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an
194 occurrence that is beyond the control of the party affected and could not have been avoided or overcome by exercising reasonableness or
195 diligence. Force Majeure Events include, but are not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, or other similar
196 occurrences.
197

198 22. ACCESS. BUYER acknowledges that by entering into this contract BUYER is requesting Broker to provide BUYER access to real
199 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
200 Property listed for sale or rent. Therefore, BUYER shall hold Broker harmless from all liability resulting from accessing real Property,
201 including but not limited to, liability arising from exposure to disease-causing organisms and objects such as viruses and bacteria.
202

203	_____		_____	
204	BUYER Signature	Date	Agent or Broker (on behalf of Brokerage) Signature	Date
205	_____			
206	Phone	Email	Brokerage Address	
207	_____			
208	_____		_____	
209	BUYER Signature	Date	Brokerage Phone	Email
210	_____			
211	Phone	Email	Agent Phone	Email
212	_____			
213	Address			
214	_____			
215	_____			
216	_____			

