

**BUYER REPRESENTATION AGREEMENT**

1 This is a legally binding contract. If not understood, seek competent legal advice before signing.

**AGREEMENT**

2 **1. SERVICES:** I/We, the undersigned, (the "Client,") exclusively appoints \_\_\_\_\_  
3 "Buyer's Agent(s)" and \_\_\_\_\_ "Firm" (collectively, "Agent") to assist Client in the locating and/or  
4 negotiating for the purchase, lease, option to purchase, or exchange of property as generally described below. Client will furnish Agent with relevant  
5 personal and financial information which would assist Agent in locating, negotiating, and counseling on Client's behalf.

6 **2. DISCLOSURE/ACKNOWLEDGMENT:**

7 (a) Client understands Agent is qualified to advise on matters concerning real estate but is not an expert in matters of law, tax, financing,  
8 surveying, structural conditions, hazardous materials, land use, title, environmental risk, or engineering. Client acknowledges Client has been  
9 advised by Agent to seek expert assistance for advice on such matters. If Agent provides names or sources for such advice or assistance,  
10 Client understands and acknowledges Agent does not warrant the services of such experts or their products and cannot warrant the condition  
11 of property to be acquired or guarantee all defects are disclosed by the seller.

12 (b) Agent does not investigate the status of permits, zoning, location of property lines, and or code compliance, and Agent does not guarantee  
13 the accuracy of square footage of a structure. Client is to satisfy Client's concerns regarding these issues.

14 (c) Client understands there is a possibility the seller(s) or their representatives may not treat the existence, terms, or conditions of Client's  
15 offer(s) as confidential unless confidentiality is required by law or regulation or is specifically agreed upon in a written agreement.

16 **3. TERM:** This Agreement will commence upon signatures of all parties and terminate at 5:00 p.m. on *(insert date)* \_\_\_\_\_.  
17 Termination of this Agreement before its stated term will be as follows: *(select one)*

18 (a)  Either party can terminate this Agreement with written notice to the other party without any further obligations.

19 (b)  If Client terminates this Agreement, Client will pay Agent an early termination fee as follows for all expenditures incurred by Agent:  
20 *(describe)* \_\_\_\_\_

21 **4. PROPERTY:** Client is interested in acquiring property as follows or as otherwise acceptable to Client: *(select all that apply)*

22  Residential  Income  Commercial  Industrial  Vacant Land  Other *(specify)* \_\_\_\_\_

23 Location: *(describe)* \_\_\_\_\_

24 Price Range: *(describe)* \_\_\_\_\_

25 Terms: *(describe)* \_\_\_\_\_

26 Special Features: *(describe)* \_\_\_\_\_

27 \_\_\_\_\_

28 Other: *(describe)* \_\_\_\_\_

29 **5. REPRESENTATION:** Client acknowledges receipt of the Oregon Real Estate Agency Initial Agency Disclosure Pamphlet, which Client has read.  
30 Agent will act as the real estate agent of the Client in any resulting transaction except when Agent is the listing real estate agent of a property, then  
31 Agent will act as the real estate agent for both Client and the seller. In such case, Agent will immediately disclose such in writing. If this situation  
32 arises, Agent is authorized to act as a disclosed limited agent for that specific property. Client understands Agent may represent other potential buyers  
33 who may desire to purchase, option, exchange, or lease the same or similar properties as Client is seeking. Client hereby authorizes Agent to  
34 represent other such buyers and sellers as more fully explained in the Disclosed Limited Agency Agreement for Buyer's, which Client has read,  
35 approved, and signed.

36 **6. COMPENSATION:** Client will work exclusively with Agent and, upon close of escrow, will pay Agent as follows: *(select all that apply)*

37 (a)  **Commission.** Client will pay Agent a fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase, lease, or option price ("Client's Obligation").  
38 This commission will be payable if Client will, during the term of this Agreement or any extension thereof, or within \_\_\_\_\_ calendar days (one  
39 hundred eighty [180] if not filled in) after its expiration or termination, enter into an agreement or option to buy, exchange or lease a property  
40 Client learned of during the term of this Agreement, and regardless of whether Client learned of same through the efforts of Agent, another  
41 real estate agent, or Client directly.

Client's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

**LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE**

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### BUYER REPRESENTATION AGREEMENT

42 Client authorizes Agent to receive and/or negotiate a fee paid by the seller or to participate in any fee split offered by the listing agent. If a  
43 seller, lessor, or optionor agrees to pay the Agent any fee, then that fee will be credited against Client's Obligation. If that fee is less than  
44 Client's Obligation, Client will pay the difference. If that fee is greater than Client's Obligation, the Agent will be entitled to the additional amount,  
45 less any non-refundable fee theretofore paid by Client to Agent.

46 Client will pay a fee to the Firm at closing and authorizes Firm to divide Firm's fee with other agents at Firm's discretion.

47 Pursuant to the National Association of REALTORS® Code of Ethics, Client consents to Agent being compensated by more than one party in  
48 a transaction involving Client if Agent's commission is being paid or offset by the seller or listing agent.

49 (b)  **Fee.** A non-refundable fee of \$ \_\_\_\_\_ will be payable upon signing of this Agreement directly to the Firm. The fee (*select*  
50 *one*)  will  will not be credited against any commission or fee to which Agent will become entitled under this Agreement.

51 **7. DISPUTE RESOLUTION:** Parties are agreeing all disputes or claims of any kind between Agent and Client related to or arising from this Agreement  
52 that cannot be resolved through formal or informal mediation will be submitted to final and binding arbitration under the rules of the Arbitration Service  
53 of Portland. The prevailing party in any arbitration will, at the discretion of the arbitrator, be entitled to recovery of all costs, disbursements, and  
54 attorney fees as allowed by law. Notwithstanding the preceding, in the event that Client enters into a Real Estate Sale Agreement for the purchase of  
55 a property during the term of this Agreement, the dispute resolution provisions contained therein will supersede and replace this section. By consenting  
56 to this provision, parties are agreeing disputes arising under this Agreement will be heard and decided by one or more neutral arbitrators, and parties  
57 are giving up the right to have the matter tried by a judge and jury. The right to appeal an arbitration decision is limited under Oregon law.

58 **8. ENTIRE AGREEMENT:** The terms of this Agreement are the complete and final expression of the entire agreement between Client and Agent and  
59 cannot be altered, amended, modified, or changed except in writing, signed by both Client and Agent.

60 **9. ADDITIONAL PROVISIONS:** (*describe*) \_\_\_\_\_  
61 \_\_\_\_\_  
62 \_\_\_\_\_  
63 \_\_\_\_\_  
64 \_\_\_\_\_

65 Client \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

66 Client \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

67 Client Address \_\_\_\_\_ Client's Phone Number \_\_\_\_\_

68 Buyer's Agent 1 \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

69 Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

70 Firm \_\_\_\_\_ Firm's Phone Number \_\_\_\_\_

71 Firm Address \_\_\_\_\_

72 Buyer's Agent 2 \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

73 Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

74 Firm \_\_\_\_\_ Firm's Phone Number \_\_\_\_\_

75 Firm Address \_\_\_\_\_