

BUYER REPRESENTATION AGREEMENT – NONEXCLUSIVE

1 **1. PARTIES:** This Buyer Representation Agreement (this "Representation Agreement") is by and between (*insert name[s]*) _____
2 _____ ("Buyer") and (*insert name*) _____ ("Buyer's Agent"),
3 a real estate agent associated with (*insert firm name*) _____ ("Firm"). Buyer's Agent is supervised by
4 (*identify Firm's managing principal broker*): _____, who can be contacted at (*provide contact*
5 *phone number*): _____. Buyer's Agent's Oregon real estate license number is (*insert number*) _____. Buyer
6 appoints Buyer's Agent as Buyer's real estate agent to assist Buyer in locating, negotiating and closing the purchase, lease, option to purchase, or
7 exchange of commercial real property (an "Acquisition") generally described below (the "Services").

8 **2. NONEXCLUSIVITY:** Buyer's Agent will be Buyer's nonexclusive agent during the term described in Section 4. Buyer may enter into representation
9 agreements with other agents in addition to Buyer's Agent to accomplish the purposes described in Section 1. Buyer represents and warrants to
10 Buyer's Agent that Buyer is not a party to any representation agreement that prohibits Borrower from entering into this Representation Agreement. If
11 Buyer engages or employs other real estate brokerages or persons to perform Services during the term, Buyer will promptly give Buyer's Agent
12 written notice stating the other agent's name, firm name, and area, if any. Buyer will not be Buyer's exclusive agent unless the parties enter into a
13 written exclusive representation agreement.

14 If Buyer is already a party to one or more representation agreements, the other agents' names, firm names and exclusive areas (if any) are:
15 _____
16 _____

17 At this time, Buyer is interested in acquiring the following type(s) of property in the Exclusive Area: (*select all that apply*)

18 Commercial Multifamily Other type (*specify*) _____

19 Price Range: (*describe*) _____

20 Other Criteria: (*describe*) _____

21 The criteria identified above indicate the Buyer's initial interest and have no bearing on whether Firm is entitled to compensation under Section 5.

22 **3. REPRESENTATION OF SELLERS AND OTHER BUYERS:** Buyer acknowledges Buyer has received and read the Oregon Real Estate Agency's
23 Initial Agency Disclosure Pamphlet, which describes Buyer's Agent's legal obligations. Buyer understands Buyer's Agent might represent other
24 potential buyers who may desire to purchase, option, exchange, or lease the same or similar properties as Buyer is seeking. Buyer and Buyer's Agent
25 will enter into a Disclosed Limited Agency Agreement if Buyer allows Buyer's Agent, or any other real estate agent in Buyer's Agent's Firm, to represent
26 any other person in a transaction that includes Buyer.

27 **4. TERM:** This Representation Agreement will be effective when all parties have signed and delivered this Representation Agreement and will expire
28 at 5:00 p.m. on (*insert date*) _____ (the "Term"). If Buyer enters into an Acquisition agreement during the Term, the Term will
29 be automatically extended to include any period during which the Acquisition agreement is in effect. The Term, including any automatic extensions,
30 will not exceed twenty-four (24) months.

31 **5. COMPENSATION: COMPENSATION FOR REAL ESTATE AGENTS IS NOT SET BY LAW: THERE IS NO STANDARD OR MINIMUM LEVEL OF**
32 **COMPENSATION FOR REAL ESTATE AGENTS. BUYER IS FREE TO NEGOTIATE THE TERMS OF COMPENSATION WITH BUYER'S AGENT.**
33 Buyer's Agent's services are not free, and Buyer's Agent will show properties to Buyer regardless of the amount of compensation offered to Buyer's
34 Agent by a seller or seller's agent. Buyer will pay Firm as follows: (*select all that apply*)

35 (a) **Fee.** Buyer will pay Firm a fee of (*select and complete one*) \$ _____ or _____ % of the purchase, lease, or option price
36 ("Fee") if, during the Term, or during any extension of the Term, or within _____ calendar days (one hundred eighty [180] if not filled in) after
37 its expiration or termination, Buyer enters into an Acquisition agreement due to the efforts of Buyer's Agent.

38 **Buyer(s) Initials** (*required if option [a] is selected*) _____ / _____

39 If Buyer enters into a representation agreement during the period following expiration or termination of this Representation Agreement
40 described in the previous sentence and pays compensation under the terms of that agreement, Buyer will not be obligated to pay the Fee
41 under this Representation Agreement.

42 Buyer authorizes Buyer's Agent to negotiate compensation paid by sellers, sellers' agents, or both, and authorizes Firm to receive that
43 compensation. If a seller, lessor, or optionor agrees to pay compensation to the Firm, that compensation will be credited against the Fee. If
44 that compensation is less than the Fee, Buyer will pay the difference to the Firm. That compensation is not allowed to be greater than the Fee.

Buyer's Initials _____ / _____ Date _____

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

OREF C-565 | Released 01/2025 | Page 1 of 3

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45 Buyer consents to the Firm being compensated by more than one party in a transaction involving Buyer if the Firm's compensation is being
46 paid or offset by the seller or seller's agent.

47 Buyer will pay the Fee to the Firm at closing and authorizes Firm to divide the Fee with other Firm agents at Firm's discretion.

48 If Buyer enters into an Acquisition agreement during the Term due to the efforts of Buyer's Agent but fails to complete the transaction in
49 accordance with the material terms of the transaction agreement, Buyer will pay \$ _____ (zero dollars [\$0] if not filled in) to Firm
50 as liquidated damages. The parties agree that the exact amount of Buyer's Agent's damages in that situation would be uncertain and difficult
51 to accurately estimate, and the amount indicated in the previous sentence is fair compensation for and a reasonable measure of those
52 damages in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or non-
53 feasibility of otherwise obtaining an adequate remedy. **Buyer(s) Initials** (required if option [a] is selected) _____ / _____

54 (b) **Nonrefundable Fee.** Buyer will pay a nonrefundable fee of \$ _____ (zero dollars [\$0] if not filled in) to the Firm upon signing
55 and delivering this Representation Agreement. This fee (select one) will will not be credited against any compensation to which the
56 Firm will become entitled under this Representation Agreement. **Buyer(s) Initials** (required if option [b] is selected) _____ / _____

57 **6. EARLY TERMINATION:** This Representation Agreement cannot be terminated before the end of the Term if Buyer has already entered into an
58 Acquisition agreement due to the efforts of Buyer's Agent. If Buyer has not done so: (a) Buyer's Agent may terminate this Representation Agreement
59 early by giving Buyer written notice; and (b) Buyer may terminate it early by giving Buyer's Agent written notice and paying to Firm an early termination
60 fee as follows: \$ _____ (zero dollars [\$0] if not filled in). **Buyer(s) Initials** (required if an amount is entered) _____ / _____

61 **7. BUYER'S AGENT'S OBLIGATIONS:** Buyer's Agent will:

- 62 (a) deal honestly and in good faith;
- 63 (b) present all written offers, notices, and other communications to and from the parties in a timely manner without regard to whether the
64 property is subject to a contract for sale or Buyer is already a party to a contract to purchase;
- 65 (c) disclose material facts known by Buyer's Agent and not apparent or readily ascertainable;
- 66 (d) exercise reasonable care and diligence;
- 67 (e) account in a timely manner for money and property received from or on behalf of the Buyer;
- 68 (f) be loyal to Buyer by not taking action that is adverse or detrimental to Buyer's interest in a transaction;
- 69 (g) disclose in a timely manner to Buyer any conflict of interest, existing or contemplated;
- 70 (h) advise Buyer to seek expert advice on matters related to the transaction that are beyond Buyer's Agents expertise;
- 71 (i) maintain confidential information from or about Buyer except under subpoena or court order, even after termination of the agency
72 relationship; and
- 73 (j) make a continuous, good faith effort to find a property for Buyer, except that Buyer's Agent is not required to seek additional properties for
74 Buyer while the Buyer is subject to a contract for purchase.

75 **8. BUYER'S OTHER OBLIGATIONS:** Buyer will cooperate with Buyer's Agent by:

- 76 (a) contacting Buyer's Agent before visiting any property, especially any first visit;
- 77 (b) furnishing all personal and financial information necessary for Buyer's Agent to perform the Services; and indemnifying and holding Buyer's
78 Agent harmless from all claims resulting from incomplete or inaccurate information provided by Buyer;
- 79 (c) performing appropriate due diligence, including inspections, of the property to be acquired and its surroundings, that Buyer deems material;
- 80 (d) if Buyer requires financing for this transaction, refraining from taking any action that could result in Buyer's failure to obtain the financing,
81 such as making any purchases that would damage Buyer's credit score or resigning from employment; and
- 82 (e) participating in all negotiations and complying with any agreement entered into, in good faith.

Buyer's Initials _____ / _____ Date _____

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OREF C-565 | Released 01/2025 | Page 2 of 3

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83 **9. DISCLOSURES AND ACKNOWLEDGMENTS:** Buyer's Agent discloses to Buyer, and Buyer understands and agrees to, the following:

84 (a) **Hiring Experts.** Buyer's Agent is qualified to advise on matters concerning the purchase and sale of real estate, but is not an expert in law,
85 tax, finance, surveys, structural conditions, hazardous materials, land use, title, environmental risks, engineering, and other aspects of the due
86 diligence process. Buyer's Agent does not investigate the status of permits, zoning, location of property lines, code compliance, or square
87 footage. Those inspections and investigations are important, and Buyer should hire experts to conduct them, and should consider making any
88 purchase contingent on Buyer's satisfaction with them. Although Buyer's Agent may provide names or sources for such advice or assistance,
89 Buyer's Agent does not warrant the services of such providers or their products, or the condition of property to be acquired, nor does Buyer's
90 Agent guarantee all defects will be disclosed by the seller.

91 (b) **Confidentiality.** Although Buyer's Agent will not disclose Buyer's confidential information (such as transaction terms, financial
92 qualifications, or motivation to buy or sell) except as required under Oregon law, Sellers or their representatives may not treat the existence,
93 terms, or conditions of Buyer's offer(s) as confidential, and may freely disclose those matters unless confidentiality is specifically agreed upon
94 in a written agreement.

95 (c) **How Compensation is Paid.** This Representation Agreement is an important part of ensuring that buyer expectations are met regarding
96 when and how much compensation buyers pay. Compensation is paid by buyers and sellers to real estate brokerages, and those brokerages
97 pay a portion of that compensation to their real estate agents. A seller's agent's firm may pay compensation to a buyer's agent's firm, which
98 means that the seller's agent's firm may share a portion of the compensation the seller's agent's firm receives from the seller with the buyer's
99 agent's firm. Buyers can ask sellers to pay compensation to buyer's agent's firm. If a buyer obtains financing for a transaction from Veterans
100 Affairs (a VA loan), the terms of the buyer's loan may require the seller or seller's agent's firm to pay compensation to the buyer's agent's firm.
101 Buyer should consult with lender. Before a seller's agent and buyer's agent agree to share compensation, they must disclose to their clients
102 the amount and other terms of the shared compensation. Compensation may be paid at the beginning of a representation, in installments, or
103 at closing. Buyer should discuss with Buyer's Agent any matter regarding compensation that Buyer does not understand.

104 (d) **Teams and Covering Agents.** For purposes of this Representation Agreement, real estate agents who Buyer's Agent assigns to work for
105 Buyer are also Buyer's exclusive agents.

106 **10. DISPUTE RESOLUTION:** All disputes or claims of any kind between Buyer's Agent and Buyer related to or arising under this Representation
107 Agreement that cannot be resolved through formal or informal mediation will be submitted to final and binding arbitration under the rules of the
108 Arbitration Service of Portland. The prevailing party in any arbitration will, at the discretion of the arbitrator, be entitled to recovery of all costs,
109 disbursements, and attorney fees as allowed by law. However, if Buyer enters into a Real Estate Sale Agreement for the purchase of a property
110 during the Term, the dispute resolution provisions contained in that agreement will supersede and replace this section. By consenting to this provision,
111 the parties are agreeing disputes arising under this Representation Agreement will be heard and decided by one or more neutral arbitrators, and the
112 parties 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.

113 **11. ENTIRE AGREEMENT:** The terms of this Representation Agreement are the complete and final expression of the entire agreement between
114 Buyer and Buyer's Agent and cannot be modified except in writing, signed by both Buyer and Buyer's Agent.

115 **12. ADDITIONAL PROVISIONS:** *(If this section is used to modify the Fee, it must be easily understood by Buyer and Buyer's Agent.)*

116 _____
117 _____
118 _____

119 Buyer _____ Print _____ Date _____ a.m. p.m. ←

120 Buyer Address _____ Buyer's Phone Number _____

121 Buyer _____ Print _____ Date _____ a.m. p.m. ←

122 Buyer Address _____ Buyer's Phone Number _____

123 Buyer's Agent _____ Print _____ Date _____ a.m. p.m. ←

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OREF C-565 | Released 01/2025 | Page 3 of 3