

DRAFT

EXCLUSIVE BUYER-BROKER EMPLOYMENT AGREEMENT

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1. **Buyer:** _____ (“Buyer”)
2. **Broker:** _____ **DRAFT** _____ **DRAFT** _____ acting through
(FIRM NAME)
3. **Agent:** _____ (AGENT’S NAME) _____ (AGENT’S NAME) (“Broker”).

4. **Agreement:** This Exclusive Buyer-Broker Employment Agreement (“Agreement”) is between Buyer and Broker. In
5. consideration of Broker’s agreement to assist Buyer to find, negotiate and complete a transaction to purchase a Property,
6. Buyer gives Broker the exclusive and irrevocable right to represent the Buyer in the purchase of a Property during the
7. Term.
8. Buyer acknowledges that signing more than one Buyer-Broker Employment Agreement or similar agreement(s) for the
9. same Term and/or Compensation After Expiration Date timeframe could expose the Buyer to liability for additional compensation.

10. **Term:** This Agreement shall commence on _____ and expire at 11:59 p.m. on _____ (“Expiration Date”).

11. **Compensation After Expiration Date:** After the Expiration Date of this Agreement, Buyer agrees to pay Broker Compensation if:
12. (i) within _____ calendar days after the Expiration Date, Buyer enters into an agreement to purchase, exchange, or option any
13. Property shown to Buyer or negotiated by Broker on behalf of Buyer during the Term of this Agreement; or (ii) Buyer closes
14. escrow on a Property pursuant to a purchase contract that was executed during the Term of this Agreement; or (iii) Buyer closes
15. escrow on a Property for which escrow was opened during the Term of this Agreement.

16. **Employment:** Broker agrees to:

17. a. locate Property meeting the following general description:
18. Residential Land Commercial Other: _____ (“Property”) within
19. the following geographical area(s): _____

20. b. negotiate at Buyer’s direction to obtain acceptable terms and conditions for the purchase, exchange, or option of the Property;

21. c. assist Buyer during the transaction within the scope of Broker’s expertise and licensing.

22. **Agency Relationship:** The agency relationship between Buyer and Broker shall be:

23. as set forth in the Real Estate Agency Disclosure and Election form.

24. Other: _____

25. **Property Viewings:** Buyer agrees to work exclusively with Broker and be accompanied by Broker on Buyer’s first visit to any Property. If

26. **Broker does not accompany Buyer on the first visit to any Property, including a model home, new home/lot or “open house” held by**

27. **a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller’s broker may refuse to compensate**

28. **Broker, which will eliminate any credit against the Broker Compensation.**

29. Buyer agrees to review the Arizona Department of [Real Estate Buyer Advisory](#) to assist in Buyer’s inspections and investigations.

30. **BROKER COMPENSATION IS NOT SET BY LAW, ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING**
31. **SERVICE OR IN ANY MANNER OTHER THAN AS NEGOTIATED BETWEEN BROKER AND BUYER IN THIS**
32. **AGREEMENT.**

33. **Retainer Fee:**

34. (Check if applicable) Buyer agrees to pay Broker a non-refundable fee in the amount of \$ _____, which is earned when
35. paid, for initial consultation and research. This fee shall shall not be credited against the Broker Compensation.

36. **Broker Compensation:** If Buyer, or any entity owned or controlled by Buyer, closes escrow on a transaction for the purchase,
37. exchange, or option of the Property, Buyer agrees to compensate Broker as follows (“Broker Compensation”):

38. **(CHECK ONLY ONE AND FILL IN THE COMPENSATION):**

- 39. _____ % of the gross purchase price or exchange value; or
- 40. \$ _____; or
- 41. other: _____

42. The Broker Compensation shall be in U.S. currency and paid at the time of and as a condition of closing for purchase or
43. exchange or as otherwise agreed upon in writing.

44. a. **Compensation from seller or seller’s broker:** A seller or seller’s broker may offer compensation to Broker. Buyer
45. authorizes Broker to accept compensation from seller or seller’s broker, which shall be credited against Broker
46. Compensation.

47. If seller or seller’s broker’s offer of compensation is greater than the Broker Compensation, Broker shall
48. be paid the Broker Compensation and the balance shall be credited to Buyer (to the extent allowed by Buyer’s lender).

49. If seller or seller’s broker’s offer of compensation is less than the Broker Compensation, Buyer may request seller to pay
50. the Broker Compensation as part of an offer to purchase the Property. Any Broker Compensation not paid by seller or
51. seller’s broker shall be paid by Buyer.

52. **Notice:** Unless modified by VA regulations, VA financed transactions shall be conditioned upon the Broker
53. Compensation being paid by the seller or seller’s broker.

54. b. **Failure to Complete:** Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property
55. and conduct any inspections/investigations of the Property that Buyer deems material and/or important. If completion of
56. any transaction is prevented by Buyer’s breach or with the consent of Buyer other than as provided in the purchase
57. contract, the Broker Compensation shall be due and payable by Buyer.

58. **Listings:** Broker shall show all property listings that fit the Buyer’s criteria regardless of the compensation offered to Broker by
59. seller or seller’s broker unless instructed otherwise in this Agreement. If necessary, Buyer instructs Broker to negotiate the
60. Broker Compensation be paid by seller or seller’s broker. These negotiations shall not jeopardize, delay or interfere with the
61. initiation, processing or finalizing of a transaction.

62. (Check if applicable) Buyer directs Broker not to show property listings unless the Broker Compensation has been advertised
63. or negotiated to be paid by seller or seller’s broker or _____.

64. (BUYER’S INTIALS) DRAFT / DRAFT

65. **Additional Terms:**
66. _____
67. _____
68. _____

69. **Equal Housing Opportunity:** Broker’s policy is to abide by all local, state, and federal laws prohibiting discrimination against any
70. individual or group of individuals. Broker has no duty to disclose the racial, ethnic, or religious composition of any neighborhood,
71. community, or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify
72. housing facilities meeting the needs of a disabled buyer. For more information, consult [Arizona REALTORS® Fair Housing Advisory](#).

73. **Other Potential Buyers:** Buyer consents and acknowledges that other potential buyers represented by Broker may consider, make
74. offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

75. **Release of Broker:** Buyer recognizes, acknowledges, and agrees that Broker is not qualified, nor licensed to offer advice
76. on financial, legal or tax matters regarding real estate transactions (“Related Services”). Broker, if requested, may provide
77. Buyer the names of third-party professionals who claim to perform Related Services. Buyer is instructed to vet all potential
78. third-party professionals and use their sole discretion in selecting which third-party professionals to hire, if any. **Buyer**
79. **expressly releases, holds harmless, and indemnifies Broker from any and all liability and responsibility regarding**
80. **Buyer’s selection and use of third-party professionals to perform Related Services or Buyer’s election not to use**

81. the services of such third-party professionals.

82. (BUYER'S INITIALS)

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83. **Alternative Dispute Resolution ("ADR"):** Buyer and Broker (the "Parties") agree to mediate any dispute or claim arising out of or
84. relating to this Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association or as
85. otherwise agreed. All mediation costs shall be paid equally by the Parties. In the event that mediation does not resolve all disputes or
86. claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the Parties shall agree upon an arbitrator
87. and cooperate in the scheduling of an arbitration hearing. If the Parties are unable to agree on an arbitrator, the dispute shall be
88. submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The
89. decision of the arbitrator shall be final and non-appealable. Judgment on the award rendered by the arbitrator may be entered
90. in any court of competent jurisdiction.

91. The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as a
92. plaintiff or class member in any purported class, collective, representative, or other consolidated proceeding. The Parties
93. hereby waive their right to commence, become a party to or remain a participant in any group, representative, class
94. collective or hybrid class/collective action in any proceeding and the arbitrator shall not preside over any form of a group,
95. representative or class collective proceeding.

96. (BUYER'S INITIALS)

DRAFT / **DRAFT**

97. **Attorney Fees and Costs:** In any non-REALTOR® association proceeding to enforce the compensation due to Broker pursuant to
98. this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitration costs.

99. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

100. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of
101. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.

102. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Buyer and
103. Broker, shall supersede any other written or oral agreements between Buyer and Broker and can be modified only by a writing
104. signed by Buyer and Broker.

105. **Capacity:** Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate the
106. transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents, as appropriate.

107. **Acceptance:** Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

108. ^ BUYER'S SIGNATURE **DRAFT** MO/DA/YR ^ BUYER'S SIGNATURE **DRAFT** MO/DA/YR
109. ^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

110. ADDRESS CITY STATE ZIP CODE

111. TELEPHONE EMAIL ADDRESS FAX

112. FIRM NAME **DRAFT**

113. ADDRESS CITY STATE ZIP CODE

114. ^ AGENT'S SIGNATURE **DRAFT** MO/DA/YR ^ AGENT'S SIGNATURE **DRAFT** MO/DA/YR

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR