

DRAFT

NON-EXCLUSIVE BUYER-BROKER EMPLOYMENT AGREEMENT

Document updated:
July 2024



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. **Buyer:** _____ (“Buyer”)
 2. **Broker:** _____ acting through _____
 3. **Agent:** _____ (“Broker”).

AGENT’S NAME FIRM NAME AGENT’S NAME

4. **Agreement:** This Non-Exclusive Buyer-Broker Employment Agreement (“Agreement”) is between Buyer and Broker. If Broker represents Buyer in a transaction to purchase a Property, Buyer will pay Broker the Broker Compensation.

6. Buyer acknowledges that signing more than one Buyer-Broker Employment Agreement or similar agreement(s) for the same Term and/or Compensation After Expiration Date timeframe could expose the Buyer to liability for additional compensation.

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

9. **Compensation After Expiration Date:** After the Expiration Date of this Agreement, Buyer agrees to pay Broker Compensation if within _____ calendar days after the Expiration Date, Buyer closes escrow on a Property for which Broker presented a written offer to the seller on behalf of Buyer during the Term.

12. **Employment:** Broker agrees to:

13. a. locate Property meeting the following general description:

14. Residential Land Commercial Other: _____ (“Property”) within

15. the following geographical area(s): _____

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

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

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

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

20. Other: _____

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

22. **BROKER COMPENSATION IS NOT SET BY LAW, ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING**

23. **SERVICE OR IN ANY MANNER OTHER THAN AS NEGOTIATED BETWEEN BROKER AND BUYER IN THIS AGREEMENT.**

24. **Retainer Fee:**

25. (Check if applicable) Buyer agrees to pay Broker a non-refundable fee in the amount of \$_____, which is earned when paid, for

26. initial consultation and research. This fee **shall** **shall not** be credited against the Broker Compensation.

27. **Broker Compensation:** If Buyer, or any entity owned or controlled by Buyer, closes escrow on a transaction for the purchase, exchange, or option of the Property and Broker represents Buyer in such transaction as indicated on the purchase contract, Buyer agrees to compensate Broker as follows (“Broker Compensation”):

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

31. _____% of the gross purchase price or exchange value; or

32. \$_____; or

33. other: _____

>>

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

36. a. **Compensation from seller or seller's broker:** A seller or seller's broker may offer compensation to Broker. Buyer authorizes
37. Broker to accept compensation from seller or seller's broker, which shall be credited against Broker Compensation.

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

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

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

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

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

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

55. (BUYER'S INITIALS) **DRAFT** / **DRAFT**

56. **Additional Terms:**
57. _____
58. _____
59. _____
60. _____
61. _____
62. _____

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

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

69. **Release of Broker:** Buyer recognizes, acknowledges, and agrees that Broker is not qualified, nor licensed to offer advice on financial,
70. legal or tax matters regarding real estate transactions ("Related Services"). Broker, if requested, may provide Buyer the names of third-
71. party professionals who claim to perform Related Services. Buyer is instructed to vet all potential third-party professionals and use their
72. sole discretion in selecting which third-party professionals to hire, if any.

73. Buyer expressly releases, holds harmless, and indemnifies Broker from any and all liability and responsibility regarding
74. Buyer's selection and use of third-party professionals to perform Related Services or Buyer's election not to use the services
75. of such third-party professionals.

76. (BUYER'S INITIALS) [DRAFT] / [DRAFT]

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

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

90. (BUYER'S INITIALS) [DRAFT] / [DRAFT]

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

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

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

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

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

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

102. ^ BUYER'S SIGNATURE [DRAFT] MO/DA/YR ^ BUYER'S SIGNATURE [DRAFT] MO/DA/YR

103. ^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

104. ADDRESS CITY STATE ZIP CODE

105. TELEPHONE EMAIL ADDRESS FAX

106. FIRM NAME [DRAFT]

107. ADDRESS CITY STATE ZIP CODE

108. ^ 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