

**NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Flat Fee & Percentage)**

*This document has been prepared by Ohio REALTORS® and is for the use of its members only.*

1 This is a legally binding agreement establishing a non-exclusive agency relationship between Buyer and Brokerage and establishing  
2 Buyer's obligations to compensate the Brokerage. If Buyer does not understand this Agreement, Buyer should seek the advice of an  
3 attorney. The non-exclusive agency relationship as set forth in this Agreement means that Buyer can work with other real estate  
4 brokerages. This Agreement grants the right to represent Buyer for the properties shown to Buyer by the Brokerage, or if Brokerage  
5 performs any licensed activity with respect to said property for Buyer, subject to the terms of this Agreement. Buyer understands  
6 that if Buyer enters into multiple buyer representation agreements, Buyer could be liable for paying multiple fees on the same  
7 transaction.

8 This Non-Exclusive Buyer Representation Agreement (this "**Agreement**") is entered into by and between \_\_\_\_\_  
9 \_\_\_\_\_ (names of agent(s)) and \_\_\_\_\_ (name of brokerage)  
10 (collectively the "**Brokerage**") and the undersigned "**Buyer**" (whether one or more than one).

11 **1. Purpose.** The purpose of this Agreement is to establish a non-exclusive agency relationship between Buyer and Brokerage.  
12 Brokerage agrees to act on behalf of Buyer in a non-exclusive agency capacity as follows: \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_

15 **2. Term.** This Agreement is for the period beginning on \_\_\_\_/\_\_\_\_/\_\_\_\_ (month/day/year format), and ending on  
16 \_\_\_\_/\_\_\_\_/\_\_\_\_ at 11:59PM EST. If Buyer enters into a contract to purchase or lease any real property shown to Buyer by  
17 Brokerage, or if Brokerage performs any licensed activity at request of Buyer for the subject property, the expiration of the term shall  
18 be automatically extended through the closing of the transaction.

19 **3. Duties and Services of the Brokerage.** After entering into an agency relationship contemplated by this Agreement, Brokerage  
20 through its appointed licensed agent(s), is considered your fiduciary. This means the licensed agent will use their best efforts to  
21 further your interests. Under Ohio law, your licensed agent must:

- 22 • Exercise reasonable skill and care in representing you and carrying out the responsibilities of the agency relationship
- 23 • Perform the terms of any written agency agreement
- 24 • Follow any lawful instructions of the client
- 25 • Be loyal to the interest of the client
- 26 • Comply with all requirements of Ohio real estate licensing laws and other applicable statutes, rules, and regulations, including  
27 state and federal fair housing laws
- 28 • Disclose any material facts of the transaction of which the licensee is or should be aware
- 29 • Advise the client to obtain expert advice related to material matters when necessary or appropriate
- 30 • Account in a timely manner for all moneys and property received in which the client has or may have an interest
- 31 • Keep all confidential information confidential, unless permitted to disclose the information pursuant to ORC 4735.74(B). This  
32 includes the duty to not disclose confidential information to any licensee who is not an agent of the client.

33 **4. Contemporaneous Offers.** Ohio law permits real estate agents and brokers to represent more than one buyer at a time and to  
34 show those buyers the same properties. In some instances, more than one buyer represented by the same agent may want to make  
35 an offer to purchase the same property that will be considered by the seller at the same time. Under Ohio law, this is referred to as  
36 "contemporaneous offers." If this occurs, Ohio law requires that you be notified in writing of this fact by your agent. This written  
37 notice can be communicated via email or text message. If written notification cannot be delivered to you in a timely manner, your  
38 agent can notify you verbally. If you are notified that a contemporaneous offer situation exists, you can request to be referred to  
39 another licensee. Please be advised that your agent is not permitted to disclose the identity of the other buyer(s) or the terms of their  
40 offers to purchase as this information is considered confidential information under Ohio law.

41 **5. Dual Agency.** Buyer understands the possibility that a dual agency situation would exist in the event Buyer would purchase one of  
42 Brokerage's listings and that brokers and managers of the Brokerage would be dual agents in any transactions where Buyer would  
43 purchase or acquire any real property listed for sale by the Brokerage.

44 Buyer (check one) \_\_\_\_\_ **CONSENTS** or \_\_\_\_\_ **DOES NOT CONSENT** to Buyer's licensed agent simultaneously working with the seller  
45 as a dual agent.

46 **6. Duties of Buyer.** During the term of this Agreement, Buyer agrees to use Brokerage for the purposes set forth in paragraph 1. This  
47 Agreement allows the Buyer to work with other real estate brokerages. Buyer agrees to inform Brokerage if Buyer has worked with  
48 or is working with another real estate brokerage. Buyer agrees to inform Brokerage of any property(ies) shown to Buyer by another  
49 real estate brokerage. While this Agreement allows for Buyer to work with other brokerages, this Agreement authorizes Brokerage to  
50 represent Buyer for the properties shown to Buyer by Brokerage, or if Brokerage performs any licensed activity at request of Buyer  
51 for any particular real property. Buyer agrees to cooperate with Brokerage, including promptly providing Brokerage with any pertinent  
52 information requested by Brokerage. Buyer agrees not to interfere with Brokerage's efforts to accomplish the purpose set forth in  
53 Paragraph 1 of this Agreement. Buyer agrees not to record video or take photographs of a property without the seller's written  
54 consent. Buyer is advised that some sellers may have audio and/or video surveillance that could record or monitor conversations.

55 \_\_\_\_\_ / \_\_\_\_\_ **Buyer represents that they have not entered into any exclusive or non-exclusive buyer representation agreements**  
56 **that could be in conflict with this Agreement.**

57 **7. Compensation.** *Buyer understands that broker fees and commissions are not set by law and are fully negotiable, and may be*  
58 *paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between*  
59 *brokers.* Unless otherwise amended in writing by the Buyer and Brokerage, Buyer shall pay the Brokerage as follows (insert buyer's  
60 initials, section is not applicable if left blank):

61 \_\_\_\_\_ / \_\_\_\_\_ a combined commission including a flat fee of \$ \_\_\_\_\_ plus a rate of \_\_\_\_\_ % of the purchase price,  
62 total lease, or option price of any real property shown to Buyer by Brokerage, or any property which Brokerage performs licensed  
63 activity on behalf of Buyer, and acquired by Buyer at closing of the transaction.

64 Additional Terms: \_\_\_\_\_  
65 \_\_\_\_\_  
66 \_\_\_\_\_

67 The Parties agree and understand that any compensation made payable pursuant to this Agreement shall be made payable only to  
68 the Brokerage. The Parties agree and understand that the Brokerage has earned the commission as stated in this Paragraph 7 if during  
69 the term of this Agreement Buyer, any assignee of Buyer, or any person or legal entity acting on behalf of Buyer directly or indirectly  
70 enters into an agreement to purchase, option, lease, or exchange any real property shown to Buyer by Brokerage, or if Brokerage  
71 performs any licensed activity at request of Buyer for any particular real property, and:

72 (a) The purchase or acquisition occurs during the stated term of this Agreement and Buyer and Brokerage have not  
73 terminated this Agreement prior to entering into a purchase agreement or lease for any real property shown to Buyer by  
74 Brokerage, or if Brokerage performs any licensed activity at request of Buyer for any particular real property, or

75 (b) The purchase or acquisition occurs within \_\_\_\_\_ calendar days of the end of the stated term of this Agreement and the  
76 subject property was shown to Buyer by Brokerage, or if Brokerage performs any licensed activity at request of Buyer for  
77 that particular real property.

78 Buyer agrees and consents, if a listing agent or seller, or any other third party offers buyer's agent compensation to the Brokerage,  
79 then Brokerage shall make reasonable efforts to obtain said compensation. Buyer's payment obligation under this Agreement will be  
80 offset by the amount of any buyer's agent compensation received by the Brokerage. If buyer's agent compensation received by the  
81 Brokerage is less than Buyer's payment obligation under this Agreement, Buyer shall pay the Brokerage the amount of Buyer's  
82 remaining payment obligation. If buyer's agent compensation received by the Brokerage is more than Buyer's payment obligation,  
83 Buyer's payment obligation is satisfied, and Brokerage shall rebate any compensation in excess of Buyer's payment obligation to  
84 Buyer at closing, if applicable and subject to lender approval. Under no circumstance shall Brokerage retain any compensation in  
85 excess of buyer's payment obligation hereunder for this transaction. Any liability against Brokerage shall be limited to the amount of  
86 compensation the Brokerage receives. Buyer is aware that if Buyer enters into more than one agency agreement, Buyer could have  
87 a legal obligation to pay more than one brokerage for the same transaction. Buyer should inform Brokerage if Buyer is subject to any  
88 other agency relationship and any properties shown to Buyer by any other brokerage to avoid the possibility of owing compensation  
89 to more than one brokerage for the same transaction.

90 OPTIONAL: Buyer shall provide to Brokerage an amount of \$ \_\_\_\_\_ as a non-refundable engagement fee which Brokerage  
91 and its licensed agent shall deposit promptly and shall be applied to Buyer's compensation obligation under this Agreement.

92 **8. Consent to Delegation.** Buyer delegates the authority for the Brokerage to appoint another licensed agent within the same  
93 brokerage to act on behalf of the licensed agent. Prior to any appointment, Buyer will be notified of such appointment and Buyer has  
94 the absolute right to veto any person deemed unsuitable to Buyer.

95 **9. Professional Advice and Assistance.** Buyer acknowledges and agrees that the purchase or lease of real property encompasses  
96 many professional disciplines. While the Brokerage and its licensed agents possess considerable general knowledge, the Brokerage  
97 and its licensed agents are not experts on matters of law, tax, insurance, financing, surveying, structural conditions, hazardous  
98 materials, environmental conditions, inspections, engineering, etc. Brokerage advises Buyer, and Buyer acknowledges, that they  
99 should seek professional expert assistance and advice in these and other areas of professional expertise. In the event Brokerage  
100 provides to Buyer the names of companies or sources for such advice, assistance, or services including inspections or repairs, Buyer  
101 additionally acknowledges and agrees that Brokerage does not warrant, guarantee, or endorse the services and/or products of such  
102 companies or sources.

103 **10. Dispute Resolution.** In consideration of the terms as stated in this Agreement, if Brokerage and Buyer are unable to resolve any  
104 dispute or claim arising out of this Agreement within sixty (60) days following the time the dispute or claim is first presented to the  
105 other party, the parties agree that any and all disputes or claims will be settled by binding arbitration pursuant to, administered by,  
106 and under the rules of the American Arbitration Association, or such other neutral arbitrator agreed to by parties involved in such  
107 dispute. For the purposes of this Paragraph 10, the terms "Brokerage" and "parties" shall also include any parent company, franchisor,  
108 corporate licensor, affiliated licensees, employees, subsidiary, officer, board of directors or similar governing body associated or  
109 affiliated by ownership, assignee or successor of Brokerage. While any parties or entity will have all the rights and benefits of  
110 arbitration, any party or entity subject to this provision are giving up the right to litigate such claims and disputes in a court or jury  
111 trial. The results, determinations, findings, judgments and/or awards rendered through such arbitration will be final and binding upon  
112 the parties subject to this clause and may be specifically enforced by legal proceedings.

113 The following matters are excluded from this Dispute Resolution provision:

- 114 (a) Any matter within the jurisdiction of probate, small claims, or bankruptcy court;
- 115 (b) Matters that must be exclusively resolved under Article 17 of the Code of Ethics and Professional Standards Policies of  
116 the National Association of REALTORS®;
- 117 (c) Matters related to contracts with Buyer that predate this Agreement and contain a mandatory mediation or arbitration  
118 provision; and
- 119 (d) an unlawful detainer action, forcible entry detainer, eviction action or its equivalent.

120 **11. Property Condition and Indemnification.** Buyer acknowledges that Brokerage is relying on information provided by seller or  
121 seller's agent regarding the condition of any real property and its components. Brokerage strongly recommends that Buyer conduct  
122 and not waive inspections and/or tests on any real property and its components Buyer wants to purchase. Buyer understands that all  
123 real property, fixtures, and equipment may contain defects and conditions that are not apparent or known to the Brokerage. Therefore,  
124 Buyer agrees to indemnify and hold harmless Brokerage from any claims, demands, damages, lawsuits, liabilities, costs, and expenses  
125 (including reasonable attorney's fees) regarding the condition of the real property they purchase unless the licensed agent had actual  
126 knowledge of a defect or condition and it was not otherwise disclosed in writing to Buyer by Seller or revealed through inspections  
127 conducted by their inspectors.

128 **12. Additional Provisions.** \_\_\_\_\_  
129 \_\_\_\_\_  
130 \_\_\_\_\_  
131 \_\_\_\_\_

132 **13. Entire Agreement.** This Agreement sets forth the entire agreement between the Brokerage and Buyer, and there are no other  
133 representations, warranties, statements, or agreements between the Parties herein, except as expressly set forth in this Agreement.

134 **14. Fair Housing Statement.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code  
135 and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance  
136 housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make

