



9.4 BUYER REPRESENTATION AGREEMENT

1 This is a legally binding agreement establishing an exclusive agency relationship between Buyer and Agent and establishing Buyer's
2 obligations to compensate Agent. If Buyer does not understand this Agreement Buyer should seek the advice of an attorney.

3 **1. Parties to this Agreement.**

4 Buyer: _____
5 Buyer: _____
6 Buyer: _____
7 Buyer: _____

Buyer's Agent: _____
Buyer's Agent's Firm _____
(Buyer's Agent and Firm collectively referred to as "Agent")

8 **2. Purpose.** This Agreement establishes an exclusive agency relationship between Buyer and Agent for the purpose of meeting Buyer's
9 objective ("Objective") to purchase, lease, exchange or obtain an option to purchase the following (check all that apply):
10 Residential Real Estate Commercial Real Estate Manufactured or Floating Home Agricultural Land Vacant Land; in the
11 following locations and on the following terms: _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____

18 Other objective (describe objective): _____
19 _____

20 **3. Buyer Acknowledgement.** Buyer acknowledges that Buyer received at first contact with Agent the Initial Agency Disclosure
21 Pamphlet describing agency relationships and legal duties of Agent, and that Buyer reviewed and understands the information
22 contained therein. Buyer acknowledges that Buyer received, read, and understands **Form 10.1 Buyer Advisory**. Buyer acknowledges
23 that Agent is not an expert in legal, zoning, financial, construction, engineering, or environmental health and safety matters and that
24 Agent has no duty to investigate matters outside of Agent's expertise. Agent cannot guarantee accuracy of information received from
25 third-parties nor the confidentiality of information given to third-parties with regards to the Objective. Buyer represents that Buyer
26 has not entered into any agreement with another buyer's agent establishing an agency relationship with or obligating Buyer to
27 compensate agent.

28 **4. Duties and Services of Agent.** Agent will act as Buyer's agent in accomplishing Objective and in doing so Agent is bound by the
29 relevant duties and responsibilities described in the Initial Agency Disclosure Pamphlet and, if Agent is a member of the National
30 Association of REALTORS®, the REALTOR® Code of Ethics. Agent shall use reasonable efforts to accomplish Objective. Agent shall locate
31 property as described in Section 2 from the information available in the Multiple Listing Service ("MLS") and other sources available
32 to Agent. Agent shall make submissions to Buyer describing and identifying properties that substantially meet the criteria set forth in
33 Section 2. Agent shall negotiate acceptance and terms of offers to acquire such property per Buyer's instructions and within the scope
34 of Agent's expertise.

35 **5. Duties of Buyer.** Buyer shall cooperate and not interfere with Agent's efforts to accomplish Objective. Buyer shall promptly provide
36 Agent with all pertinent information requested by Agent for the purpose of accomplishing Objective. Buyer will reasonably
37 communicate with Agent about Buyer's preferences and intentions related to Objective and will promptly respond to communications
38 from Agent. Buyer will seek expert advice if matters arise that are outside the scope of Agent's expertise. Buyer shall conduct all
39 negotiations for property through Agent during the Term of this Agreement. Buyer shall not enter into any buyer representation
40 agreement with another agent relating to Objective during the term of this Agreement.

41 **6. Term.** The term of this Agreement begins upon Mutual Acceptance by the Parties and ends at 5:00pm on _____ [Date]
42 or upon successful completion of Objective, whichever is sooner. However, if Buyer is under contract with a third party to purchase
43 or lease a property at the date and time above, the term shall be automatically extended through the closing of the transaction.

44 **7. Compensation.** Buyer shall pay Firm at Closing an amount of \$ _____ or _____% of the purchase, lease or option
45 price of any property acquired by Buyer that meets the description in Section 2 above if:

46 (i) Buyer's acquisition occurs during the stated term of this Agreement and Buyer has not delivered written notice of termination
47 as described in Section 8 below prior to entering into a purchase and sale agreement for the Property.

Buyer Initials _____



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48 (ii) Buyer's acquisition occurs within 180 Calendar Days; or _____ Calendar Days of end of the stated term of this
49 Agreement and Buyer became aware of the acquired property during the stated term of this Agreement.

50 If a listing agent offers a buyer's agent commission ("BAC") to Agent, then Agent shall make best efforts to obtain said commission.
51 Buyer's payment obligation under this Agreement will be offset by the amount of any BAC received. If BAC received is less than Buyer's
52 payment obligation under this Agreement, Buyer shall pay Firm the amount of Buyer's remaining payment obligation. If BAC received
53 is more than Buyer's payment obligation, Buyer's payment obligation is satisfied, and Buyer has no right to BAC in excess of Buyer's
54 obligation. Buyer consents to Agent accepting commission from more than one party.

55 **8. Termination.** Buyer or Agent may terminate this Agreement at any time by giving written notice to the other party. However, if
56 Buyer terminates this Agreement prior to the end of Term, Buyer shall pay an early termination fee of \$ _____ to be paid
57 at the time of delivering the written termination notice. If Agent terminates this Agreement before the end of the Term and Buyer
58 acquires a property within the timeframe and on the terms described in Section 7 of this Agreement, Agent will be entitled to the
59 compensation amount contemplated in Section 7, minus the early termination fee amount in this section. Upon termination pursuant
60 to the terms of this section, both Parties will be released of all obligations under this Agreement, other than dispute resolution
61 obligations, obligations to pay an early termination fee and obligations to pay compensation stated in Section 7 of this Agreement.

62 **9. Dispute Resolution.** Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach
63 thereof, or to the existence, validity, or scope of this Agreement, shall be exclusively resolved in accordance with this dispute resolution
64 provision, under the laws of Oregon. All disputes within the jurisdiction of the small claims court shall be submitted to small claims
65 court in the county where the event giving rise to the dispute took place. All disputes not within the jurisdiction of the small claims
66 court of the county where the event giving rise to the dispute took place will be resolved through mediation, and if unresolved through
67 mediation, to binding arbitration through Arbitration Services of Portland (ASP) according to the then-existing rules of ASP. The
68 prevailing Party in any dispute resolution procedure (as determined by the judge, mediator or arbitrator, as applicable) shall be entitled
69 to recover all reasonable attorneys' fees, costs and expenses incurred at trial, on appeal, at mediation and at arbitration.

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

- 71 (i) Any matter within the jurisdiction of probate, small claims, or bankruptcy court;
- 72 (ii) Matters that must be exclusively resolved under Article 17 of the Code of Ethics and Professional Standards Policies of the
73 National Association of REALTORS®; and
- 74 (iii) Matters related to contracts with Buyer that predate this Agreement and contain a mandatory mediation or arbitration
75 provision.

76 BUYER HAS BEEN ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL TO UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND BY
77 CONSENTING TO THIS AGREEMENT, HEREBY WAIVE THE CONSTITUTIONAL RIGHT TO BRING ISSUES AND CLAIMS RELATED TO THIS
78 AGREEMENT TO A TRIAL BY JUDGE OR JURY, OTHER THAN SMALL CLAIMS COURT PROCEEDINGS, IN ANY STATE OR FEDERAL ACTION,
79 PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

80 **10. Additional Provisions:** _____
81 _____
82 _____
83 _____

84 **11. Entire Agreement.** This Agreement sets forth the final and exclusive understanding of the Parties, and there are no other
85 representations, warranties, statements, or agreements between the Parties except as expressly set forth in this Agreement.

86 12. Signatures

87 Buyer: _____ Dated: _____

88 Buyer: _____ Dated: _____

89 Buyer: _____ Dated: _____

90 Buyer: _____ Dated: _____

91 Agent: _____ Dated: _____