

# BUYER (TENANT) AGENCY CONTRACT

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

BAC

*Note: The terms "buyer," "seller," "agreement of sale," and "purchase" also will be construed to mean "tenant," "landlord," "lease," and "rent," respectively, throughout this agreement.*

1 Broker (Company) \_\_\_\_\_ Licensee(s) (Name) \_\_\_\_\_  
2 \_\_\_\_\_  
3 Company Address \_\_\_\_\_ Direct Phone(s) \_\_\_\_\_  
4 \_\_\_\_\_ Cell Phone(s) \_\_\_\_\_  
5 Company Phone \_\_\_\_\_ Licensee Fax \_\_\_\_\_  
6 Company Fax \_\_\_\_\_ Email \_\_\_\_\_

7 **BUYER** \_\_\_\_\_

8 \_\_\_\_\_  
9 **BUYER'S MAILING ADDRESS** \_\_\_\_\_

10 \_\_\_\_\_  
11 **PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

12 **E-MAIL** \_\_\_\_\_

13 **Buyer understands that this Buyer Agency Contract is between Broker and Buyer.**

14 **Does Buyer have a Buyer Agency Contract with another Broker?**  Yes  No

15 **If yes, explain:** \_\_\_\_\_

16 **1. STARTING & ENDING DATES OF BUYER AGENCY CONTRACT (ALSO CALLED "TERM")**

17 (A) No Association of Realtors® has set or recommended the term of this contract. Broker/Licensee and Buyer have discussed  
18 and agreed upon the length or term of this Contract. Broker may be paid a fee that is a percentage of the purchase price. Even though  
19 Broker's Fee, or a portion of it, may be paid by seller or listing broker, Broker will continue to represent the interests of Buyer.

20 (B) **This Contract applies to any property that Buyer chooses to purchase during the term of this Contract. Buyer will not**  
21 **enter into a Buyer Agency Contract with another broker/licensee that begins before the Ending Date of this Contract.**

22 **Starting Date:** This Contract starts when signed by Buyer and Broker, unless otherwise stated here: \_\_\_\_\_ .

23 **Ending Date:** This Contract ends at 11:59 PM on \_\_\_\_\_ .

24 (C) If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.

25 **2. BROKER'S FEE**

26 (A) No Association of Realtors® has set or recommended the Broker's fee. Broker and Buyer have negotiated the fee Broker  
27 will receive for performing real estate services for Buyer.

28 (B) Broker's Fee, paid by Buyer to Broker, is as follows:

29 1. (a) In a purchase transaction with a seller represented by a real estate broker the fee is \_\_\_\_\_ % of the sales price OR  
30 \$ \_\_\_\_\_ , whichever is greater, AND \$ \_\_\_\_\_ .

31 (b) In a purchase transaction with a seller who is **not** represented by a real estate broker the fee is \_\_\_\_\_ % of the sales  
32 price OR \$ \_\_\_\_\_ , whichever is greater, AND \$ \_\_\_\_\_ .

33 2. Broker's Fee in event of a lease transaction is: \_\_\_\_\_ .

34 3. It is Broker's policy to accept compensation offered by the listing broker. If the amount received from the listing bro-  
35 ker is less than the amount in paragraph 2(B)1, in a purchase transaction, or 2(B)2, in a lease transaction, Buyer will  
36 pay Broker the difference, unless seller agrees to pay the difference as a term in the agreement of sale.

37 4. \$ \_\_\_\_\_ of Broker's Fee is earned and due (non-refundable) at signing of this Buyer Agency Contract.

38 5. Other \_\_\_\_\_

39 (C) 1. The balance of **Broker's Fee is earned if Buyer enters into an agreement of sale during the term of this Contract,**  
40 **whether brought about by Broker, Broker's Licensee(s) or by any other person, including Buyer. If Buyer**  
41 **defaults on the terms of an agreement of sale, Broker's Fee will be paid by Buyer to Broker at that time.**

42 2. If Buyer enters into an agreement of sale for a property after the Ending Date of this Contract, Buyer will pay Broker's  
43 Fee if:

44 (a) The agreement of sale is a result of Broker's actions during the term of this Contract, OR

45 (b) The property was seen during the term of this Contract, AND

46 (c) Buyer is not under an exclusive buyer agency contract with another broker at the time Buyer enters into an agree-  
47 ment of sale.

48 (D) **Buyer is advised that contacting a listing broker or seller directly may compromise Broker's ability to earn com-**  
49 **penensation from a listing broker and could result in Buyer's obligation to pay a fee to Broker.**

50 **3. DUAL AGENCY**

51 Buyer agrees that Broker and Broker's Licensee(s) stated above may also represent the seller(s) of the property Buyer might buy.  
52 A Broker is a Dual Agent when a Broker represents both Buyer and a seller in the same transaction. A Licensee is a Dual Agent  
53 when a Licensee represents Buyer and a seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS  
54 there are separate Designated Agents for Buyer and a seller. If the same Licensee is designated for Buyer and a seller, the  
55 Licensee is a Dual Agent. Buyer understands that Broker is a Dual Agent when Buyer is viewing properties listed by Broker.

56 **Buyer Initials:** \_\_\_\_\_ **Broker/Licensee Initials:** \_\_\_\_\_

57 **4. DESIGNATED AGENCY**

58 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) stated above to exclusively repre-  
59 sent the interests of Buyer. If Licensee is also the Seller's Agent, then Licensee is a DUAL AGENT.

60  Designated Agency is not applicable.

61 **5. CONFLICT OF INTEREST**

62 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Buyer's  
63 interests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Buyer in a timely  
64 manner.

65 **6. BROKER'S SERVICES TO SELLER**

66 Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to,  
67 listing property for sale; representing the Seller as Seller Agent; deed/document preparation; ordering certifications required for  
68 closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

69 **7. OTHER BUYERS**

70 Broker/Licensee may show the same properties to other buyers and may represent those buyers in attempts to purchase the same  
71 property.

72 **8. NO OTHER CONTRACTS**

73 Buyer will not enter into another buyer agency contract with another broker that begins before the Ending Date of this Contract.

74 **9. ENTIRE CONTRACT**

75 This Contract is the entire agreement between Broker and Buyer. Any verbal or written agreements that were made before are  
76 not a part of this Contract.

77 **10. CHANGES TO THIS CONTRACT**

78 All changes to this Contract must be in writing and signed by Broker and Buyer.

79 **11. TRANSFER OF THIS CONTRACT**

80 Buyer agrees that Broker may transfer this Contract to another broker when:

- 81 (1) Broker stops doing business, OR
- 82 (2) Broker forms a new real estate business, OR
- 83 (3) Broker joins his business with another.

84 Broker will notify Buyer immediately in writing if Broker transfers this Contract to another broker. Buyer will follow all  
85 requirements of this Contract with the new broker.

86 **12. CONFIDENTIALITY**

87 Buyer understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as con-  
88 fidential unless there is a confidentiality agreement between Buyer and the seller.

89 **13. EXPERTISE OF REAL ESTATE AGENTS**

90 Pennsylvania real estate agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose  
91 adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- 92 (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's  
93 expertise, Buyer is encouraged to seek the advice of an appropriate professional.
- 94 (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or  
95 other appropriate professional.

96 **14. DEPOSIT MONEY**

97 (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives in an escrow  
98 account as required by the real estate licensing laws and regulations until the sale is completed or an agreement of sale is ter-  
99 minated, or the terms of a prior written agreement between the Buyer and a seller have been met. Buyer and Seller may  
100 name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agree-  
101 ment, not by the Real Estate Licensing and Registration Act. Buyer agrees that the person keeping the deposit monies may  
102 wait to deposit any uncashed check that is provided as deposit money until Seller has accepted an offer.

103 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies  
104 to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit  
105 monies:

- 106 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies.  
107 A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 108 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller,  
109 directing Broker how to distribute some or all of the deposit monies.
- 110 3. According to the terms of a final order of court.
- 111 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute  
112 the deposit monies if there is a dispute between the parties that is not resolved.

113 (C) Buyer agrees that if Buyer names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees  
114 and costs of the Broker(s) and licensee(s) will be paid by Buyer.

115 **15. CIVIL RIGHTS ACTS**

116 Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED,  
117 SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL

118 Buyer Initials: \_\_\_\_\_

Broker/Licensee Initials: \_\_\_\_\_

119 ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSO-  
120 CIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan  
121 money, or set deposit amounts, or as reasons for any decision relating to the sale or rental of property.

122 **16. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)**

123 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. §9791 et seq.) pro-  
124 viding for community notification of certain convicted sex offenders. Buyers are encouraged to contact the municipal police  
125 department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular prop-  
126 erty, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).

127 **17. BUYER INSPECTIONS**

128 (A) Unless Buyer and a seller agree otherwise, real estate is sold **IN ITS PRESENT CONDITION**. It is Buyer's responsibil-  
129 ity to determine whether the condition of the property is satisfactory. **Buyer is advised to carry out an inspection**, at  
130 Buyer's expense, by qualified professionals to determine the condition of the structure or its components. Areas of concern  
131 may include, but are not limited to: electrical; plumbing; heating, ventilating and air conditioning; appliances and fixtures;  
132 water infiltration; basement; roof; property boundaries; asbestos, mold and indoor air quality, carbon monoxide, radon, and  
133 environmental hazards or substances; wood-destroying insect infestation; on-site water service and/or sewage system;  
134 property insurance; deeds, restrictions and zoning; and lead-based paint. Buyer should discuss inspections and any special  
135 needs with Licensee.

136 (B) Buyer is advised that information regarding properties considered for purchase by Buyer has been provided by a seller or a  
137 seller's broker. Such information may include, but is not limited to, the information on the Seller's Property Disclosure  
138 Statement, including environmental conditions; MLS information, including information regarding restrictions, taxes,  
139 assessments, association fees, zoning restrictions, dimensions, boundaries (if identified); and marketing information. Unless  
140 otherwise noted, Broker has not verified the accuracy of this information, and Buyer is advised to investigate its accuracy.

141 **18. RECOVERY FUND**

142 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judg-  
143 ment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The  
144 Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details  
145 about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

146 **19. SPECIAL CLAUSES**

147 **A. The following are part of this Buyer Agency Contract if checked:**

148  Single Agency Addendum (PAR Form SA)

149  \_\_\_\_\_

150  \_\_\_\_\_

151 **B. Additional Terms:**

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159 **Buyer has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

160 **Buyer has read the entire Contract before signing. Buyer must sign this Contract.**

161 **If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker a copy of all Loan estimate(s) and Closing**  
162 **Disclosure(s) upon receipt. Buyer gives permission for Broker to send information about this transaction to Buyer's fax num-**  
163 **ber(s) and/or e-mail address(es) listed.**

164 **Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the sig-**  
165 **natures of all parties, constitutes acceptance by the parties.**

166 **This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which**  
167 **counterparts together shall constitute one and the same Agreement of the Parties.**

168 **NOTICE BEFORE SIGNING: IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT A PENNSYLVANIA**  
169 **REAL ESTATE ATTORNEY.**

170 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

171 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

172 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

173 **BROKER (COMPANY)** \_\_\_\_\_

174 **ACCEPTED ON BEHALF OF BROKER BY** \_\_\_\_\_ **DATE** \_\_\_\_\_