

AGENCY DISCLOSURE AND NON-EXCLUSIVE BUYER AGENCY AGREEMENT

Buyer: _____ (referred to below as "you")

Firm: _____ (referred to below as "Firm")

The purpose of this form is to properly establish a buyer agency relationship. Historically, in a real estate transaction, the listing and selling firms have been paid by and were the agents of the seller. Today, many firms represent the buyer. When entering into a discussion with a real estate agent regarding a real estate transaction, you should understand what type of agency relationship or representation you have with the agent's firm. The various forms of agency relationships are discussed in the "Working with Real Estate Agents" brochure, a copy of which you have received and reviewed with the agent. In North Carolina the existence of a buyer agency relationship with a real estate agent for a period of time **must be in writing** to be recognized as valid. Your execution of this form confirms that you have read and understand the contents of that brochure, and are making a decision to request buyer agency for the period of time set forth below.

Firm agrees to act as a non-exclusive buyer's agent representing you in the acquisition of real property by **[Check all that apply]**:

locating suitable real estate showing the following specific property _____
_____ for the period from _____ to _____.

If you are interested in property listed with Firm **[check only one]**: you authorize Firm to act as a dual agent, representing both the seller and you, subject to the terms and conditions of the attached Dual Agency Addendum you do not authorize Firm to act as a dual agent.

This agreement does **not** obligate you to pay a brokerage fee or assure the payment of a brokerage fee to Firm, which will be compensated under an offer of compensation from a cooperating seller/listing firm. In the event you wish to consider the purchase of a property offered for sale privately, or through sources other than a cooperating seller/listing firm, you and Firm may enter into an agreement establishing the details of, and your liability for, compensating Firm in the transaction.

**DO NOT SIGN THIS FORM UNTIL YOU HAVE RECEIVED AND READ THE
"WORKING WITH REAL ESTATE AGENTS" BROCHURE**

- Buyer acknowledges receipt of a sample copy of an Offer to Purchase And Contract for review purposes.
- Buyer acknowledges receipt of a copy of the brochure *Questions and Answers on: Home Inspections*.
- Buyer acknowledges receipt of a sample copy of a Professional Services Disclosure and Election form (form #760) for review purposes.

THE AGENT (FIRM) SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer _____ Buyer _____

Mailing Address _____

Phone: Home _____ Work _____ Fax _____

E-mail _____

Firm _____ Phone _____
Real Estate Firm Name

By: _____ Individual agent license # _____
Individual agent signature

