



This **TOURING** Buyer Representation Agreement ("Agreement") is made on this date _____

between _____ (name of Authorized Agent) and _____

(name of Brokerage, collectively the "Brokerage") and the undersigned "Buyer" (whether one or more than one)

1. Purpose of Agreement

- The sole purpose of this Agreement is for Brokerage to consult with Buyer regarding specific properties and assist Buyer in locating and touring properties. These activities collectively constitute the "Touring Services".
- In connection with providing Touring Services, Brokerage shall adhere to any and all non-waivable duties required under applicable state law for real estate licensees.
- Buyer and Brokerage agree that they are entering into a non-exclusive agency relationship

2. Term

This Agreement will expire in seven (7) days from the above date, at 11:59 pm on _____ 20 _____.

3. Buyer's Acknowledgement

Buyer represents that Buyer has not signed an exclusive Buyer Representation Agreement with another Brokerage.

4. Services Provided: Brokerage agrees to:

- Exercise reasonable skill and care in representing you and carrying out the responsibilities of the agency relationship
- Perform the terms of any written agency agreement
- Follow any lawful instructions of the client. Be loyal to the interest of the client
- Comply with all requirements of Ohio real estate licensing laws and other applicable statutes, rules, and regulations, including state and federal fair housing laws
- Disclose any material facts of the transaction of which the licensee is or should be aware
- Advise the client to obtain expert advice related to material matters when necessary or appropriate
- Keep confidential information confidential, unless permitted to disclose the information pursuant to ORC.47535.74(B). This includes the duty to not disclose confidential information to any licensee who is not agent of the client.
- Account in a timely manner for all moneys and property received in which the client has or may have an interest

5. Compensation

- Buyer understands that there are no fees associated with the property tours conducted under this Agreement.
- Buyer acknowledges that the commission structure will be addressed in a separate Buyer Representation Agreement or in connection with the purchase contract if the Buyer decides to proceed with a transaction.
- **Buyer understands when applicable, Brokerage fees and commissions are negotiable and are not set by law.**

6. Disclosure of Agency Relationships

Brokerage has provided Buyer with the "Consumer Guide to Agency Relationships" and the "Agency Disclosure Statement" as required by Ohio law (§ 4735.57).

7. No Obligation to Proceed

This Agreement does not obligate the Buyer to proceed with any property purchase. The Buyer retains the right to enter into a formal Buyer Representation Agreement or to seek services from other agents at any time.

8. Additional Terms



9. Fair Housing Compliance

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code 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 housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

By signing below, the parties acknowledge they have read, understand, and agree to the terms of this Agreement.

_____		_____	
Entity (if applicable)		Entity (if applicable)	
_____		_____	
Buyer Signature	Date	Buyer Signature	Date
_____		_____	
Buyer Printed Name (and title if applicable)		Buyer Printed Name (and title if applicable)	
_____		_____	
Brokerage Signature/Authorized Agent	Date	Printed Name	License #

AMENDMENT TO THE AGREEMENT

Buyer and Brokerage, herby agree to amend this Exclusive Buyer Representation Agreement as follows:

By signing below, the parties acknowledge they agree to the Amended terms of this Agreement.

_____		_____	
Entity (if applicable)		Entity (if applicable)	
_____		_____	
Buyer Signature	Date	Buyer Signature	Date
_____		_____	
Buyer Printed Name (and title if applicable)		Buyer Printed Name (and title if applicable)	
_____		_____	
Brokerage Signature/Authorized Agent	Date	Printed Name	License #