



This is a legally binding agreement. If not understood, seek legal advice.
Professional Service Fees and Agreement Terms are not regulated by law.
Each brokerage firm individually determines the compensation it charges for services rendered.

The REALTOR® negotiating this agreement is a member of the
National Association of REALTORS® and as such is governed by its
Code of Ethics and Rules and Regulations.



BUYER AGENCY AGREEMENT

For use exclusively by members of the Great Plains Regional MLS, LLC

_____ (individually or collectively,
Buyer), contracts with _____ (Broker) for the purposes and under the
terms set forth below, with the name of my specified Buyer's agent to be _____ (Agent).
All responsibilities and duties of Broker shall also be the responsibilities and duties of Agent.

1. Professional Services of Buyer's Agent. Broker is engaged by Buyer for the purpose of Broker providing a variety of professional services to Buyer related to the intended purchase of property, which may include a) identifying and arranging for showings of properties, b) communicating with sellers and their agents to obtain information, c) sharing guidance related to the buying process, d) reviewing listing and disclosures, e) negotiating and securing a purchase agreement, f) guiding the Buyer through the process of closing. In consideration of Broker's agreement to use Broker's best efforts to locate a property for Buyer to purchase at a price and upon terms acceptable to Buyer, the Buyer grants to Broker the right to conduct negotiations for Buyer's purchase of real property.

2. Compensation of Broker. Buyer agrees to pay to Broker for professional services rendered as follows (check all that apply):

- ☐ **Percentage.** A percentage fee of _____ % of the gross sale price of the property purchased in addition to all other fees in this Section 2.
- ☐ **Flat Fee.** A fee of \$ _____, in addition to the percentage and other fees in this Section 2.
- ☐ **Broker Administrative Commission.** A broker administrative commission of \$ _____, in addition to all other fees in this Section 2.

The fees stated above are due and payable upon closing of the purchase of the property, except as set forth in Section 3, below. BUYER ACKNOWLEDGES THAT BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.

Broker Compensation Disclosure. Buyer agrees that Broker may accept compensation from the seller or the seller's agent as a result of Buyer's purchase of property. Any compensation received from the Seller or Seller's agent shall be disclosed to Buyer and applied as a credit to the fee due from the Buyer as shown above. Buyer acknowledges that Buyer is obligated to pay to Broker the difference between the compensation owed under this Agreement and compensation paid to Broker by seller or the seller's agent. Compensation paid to Broker by seller or seller's agent may not exceed the compensation due to Broker pursuant to this Agreement.

3. Failure to Close. If the Seller of a transaction made with Buyer fails to close the agreement through no fault of the Buyer, the fee owed to Buyer's Agent shall be waived. If Buyer refuses to close the transaction for any reason other than as agreed with the seller in the original agreement, the fee shown above shall be due and payable immediately.

4. Term of Agreement. The term of this Agreement shall begin _____, 20____ and end _____, 20____. If within _____ days after the end of the term of this Agreement, Buyer purchases or options any property which was introduced to Buyer or shown to Buyer due to Broker's efforts under this Agreement, Broker shall be entitled to payment of compensation hereunder despite the earlier termination of this Agreement. In the event that this Agreement is terminated after the Buyer has entered into a purchase agreement, Agent will still be entitled to compensation under this Agreement upon closing. Any renewal or extension of this Agreement shall be in writing and shall bear the signatures of all parties to the original agreement. The term of this Agreement may be ended prior to the end date by Broker or Buyer, effective upon written notice to the other party.

5. Previous Broker Engagement. Buyer represents that Buyer is not actively engaged with any other brokers or agents to represent Buyer in the purchase of any property:

☐ none or ☐ _____ (name actively engaged brokers or agents).

6. Scope and Limitation of Broker's Agency. The professional services provided by Broker under this Agreement shall be modified as follows (list specific properties, circumstances or terms limiting or modifying the scope of Buyer's relationship with Broker):

In the event of any conflict between the provisions of this Section 6 and any other Section of this Agreement, the provisions of this Section 6 shall control. If no limitation of scope of representation is identified in this Section 6, the Broker is presumed to be retained as the exclusive broker of Buyer for the term of this Agreement.

7. Agency Disclosure. Buyer understands that Agent currently serves as the agent for both sellers and purchasers for the purpose of sale of real property, and Buyer is aware that Agent may be the agent for a seller of property that Buyer becomes interested in acquiring. If Buyer becomes interested in a property listed with Agent, Agent shall immediately notify Buyer that Agent is serving as the agent of the seller of the property. Buyer consents that Agent may act as a Dual Agent in the sale of the listed property. If Agent serves as a Dual Agent, Agent shall make no representations to seller of the price Buyer is willing to pay for the property except as set forth in the purchase agreement submitted by Buyer, nor any representation to Buyer of the price Seller is willing to accept for the property except as set forth in the Listing Agreement. Agent shall not make any other representations to Seller that would violate Agent's agency relationship with Buyer, nor any representations to Buyer that would violate Agent's agency relationship with seller. Buyer acknowledges that if a Dual Agency exists, the ability of Agent to represent either party fully and exclusively is limited. If a Dual Agency situation develops, Buyer agrees to sign a Consent to Dual Agency.

8. Duties and Obligations of Buyer's Agent. Buyer's Agent shall have the following duties and obligations:

- 8.1 To perform the terms of any written agreement made with Buyer;
- 8.2 To exercise reasonable skill and care for Buyer;
- 8.3 To promote the interest of Buyer with the utmost good faith, loyalty and fidelity including:
 - 8.3.1 Seeking the price and terms which are acceptable to Buyer except the Buyer's Agent shall not be obligated to seek other properties while Buyer is a party to a contract to purchase property;
 - 8.3.2 Presenting all written offers to and from Buyer in a timely manner regardless of whether the property is subject to a contract for sale;
 - 8.3.3 Disclosing in writing to Buyer all adverse material facts actually known by the Buyer's Agent; and
 - 8.3.4 Advising Buyer to obtain expert advice as to material matters about which the Buyer's Agent knows but the specifics of which are beyond the expertise of the Buyer's Agent;
- 8.4 To account in a timely manner for all money and property received;
- 8.5 To comply with all requirements of Neb. Rev. Stat. §§76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules or regulations developed pursuant to such sections or act;
- 8.6 To comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

9. Confidential Information. Broker, acting as Buyer's Agent or a seller's agent, shall not disclose any confidential information about the client without the client's written permission, unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against a Broker acting as a Buyer's Agent or a seller's agent for making any required or permitted disclosure.

10. Nondiscrimination. It is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex (including gender identity and sexual orientation) handicap or disability. Local laws may apply to prohibit other kinds of discrimination.

11. Copy of Agreement and Disclosure. Receipt of a copy of this Agreement is acknowledged, as well as the Agency Disclosure Information for Buyers and Sellers, incorporated by reference herein.

12. Authority to Sign. The undersigned represents to Broker that the undersigned is either acting on his or her own behalf in the purchase of real estate or is duly empowered and/or authorized, on behalf of any entity or as a properly authorized fiduciary, to enter into this Agency Agreement and create a valid and binding contract, and to make a valid and binding purchase agreement to acquire real estate.

Subject to the foregoing, the parties affirm and adopt this Agreement.

Broker Firm Name			Buyer Printed Name(s)		
Broker Office Address			Buyer Address		
City	State	Zip	City	State	Zip
Agent Phone Number			Buyer Phone Number(s)		
Agent Email Address			Buyer Email Address(s)		
Agent Printed Name			Buyer Signature		Date
Agent Signature		Date	Buyer Signature		Date