

Atomic Realty, LLC

PO Box 1393 Los Alamos, NM 87544

Phone 505-551-2039

Email – Dave@AtomicRealty.net

ATOMIC REALTY, LLC BUYER

BROKER SERVICE AGREEMENT,

THIS IS A REQUIRED LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

- 1) **We get it, no one likes signing an agreement binding them to a broker for a long period with someone they may not like working with. We solve this by letting you terminate any time. The reason you are being asked to sign Buyers Brokerage agreement**, between the Buyer and Atomic Realty LLC, is that under the National Association of Realtor rules ALL REALTOR BROKERS MUST HAVE A WRITTEN AGREEMENT WITH A BUYER BEFORE A REALTOR CAN SHOW OR MAKE OFFERS ON HOMES ON BEHALF OF A BUYER. Unlike some brokerages Atomic's buyer brokerage agreement does not "lock you in" for months you can leave us at any time. Furthermore, if we make an offer, in the purchase agreement, we generally ask the seller to pay the buyer's commission.
- 2) **Purpose of Brokerage.**
Buyer desire to purchase, lease, option, or exchange (collectively "Purchase") real estate through the services and resources of the Broker. Broker's services may include, but not be limited to, consulting with Buyer regarding properties and the availability of financing; formulating acquisition and purchase agreements, assisting in the communication and negotiation of contracts, and receiving delivery of any offers made by Buyer and accepted by Seller. The Buyer agrees during the term of this Agreement, any and all inquiries and/or negotiations relating to the acquisition by the Buyer of any desired property shall be through the undersigned Broker.
- 3) **Duration or scope of Agreement.** This Agreement is entered into: as a specific property (address) _____ or Area _____ or if neither above fields are completed with a beginning the date signed extending for 6 months However, it may be terminated by either party at any time, as follows.
- 4) **Termination of Agreement. This Agreement may be canceled by either Party by providing at least three (3) business days' notice in writing unless Buyer is under contract to purchase the Property. Termination may be hardcopy, email, or text in form. Buyer's Termination**
of Agreement does not relieve Buyer of the obligation to compensate Broker for purchase agreements executed within _____ days (180 if left blank) after Termination, if the property acquired was presented to Buyer through brokerage services of Broker.
- 5) **Compensation of Broker.** Buyer acknowledges the Compensation in this Agreement is fully negotiable and not set by law. The compensation section of this Agreement must be completed before it can be signed by the Buyer. **The Compensation for Buyer's Broker** (the "Compensation") shall be
 - a. **Buyer shall pay the Broker, at closing, an amount equal to 2.5% of the final gross selling/lease price +grt, if purchasing a property offered by a competing brokerage or company, the Buyer may choose to seek a Seller concession for this expense. If purchasing a property listed and offered by Atomic Realty, LLC then \$0 buyer's brokerage commission of the final gross selling/leasing price.**
 - i) The Buyer shall receive a SELLERS credit towards the payment of the Compensation in an amount equal to any payment or a concession made to the Broker by any other Broker or the Seller. Or
 - ii) Buyer shall pay Broker a retainer fee of \$_____ (\$0 if left blank) due and payable upon execution of this Agreement, which amount shall be applied towards the Compensation upon closing on a transaction in which Buyer acquires Property. In all other circumstances, the payment shall be considered as a nonrefundable retainer fee earned by the Broker.
- 6) **Payable upon closing:** Unless otherwise specified above, the Compensation is due and payable upon Closing. The Compensation shall apply to any purchase agreements executed during the term of this Agreement or any extension of this Agreement. The Compensation also applies to purchase agreements executed within _____

days (60 if left blank) after the expiration or termination of this Agreement, if the property acquired was presented to Buyer through brokerage services of the Broker.

- 7) **Failure to Close.** If Seller fails to close with no fault on the part of Buyer, the Compensation shall be waived. If the transaction does not close due to a breach of Contract of Sale by the Buyer, the Compensation shall NOT be waived and shall become immediately due and payable.
- 8) **Compensation to Broker by Seller.** The Listing Broker or Seller is not required to make an offer of compensation to Buyer's Broker.
- 9) **Seller's Offer Equal to Compensation.** If the amount of compensation offered by the Seller is equal to the Compensation listed above the Buyer shall not be obligated to separately pay the Compensation listed.
- 10) **Seller's Offer Greater than Compensation.** Compensation paid to Buyer's Broker must not exceed the compensation agreed to between Buyer and Broker of this Agreement. If Seller's Offer is greater than the Compensation listed above the Buyer shall not be obligated to separately pay the Compensation listed. The amount of compensation offered by Listing Broker or Seller that is greater than the Compensation listed may be addressed by further written agreement between buyer and broker and may include one of the following:
 - i. A Credit to the Buyer (to the extent allowed by Buyer's lender and applicable State and Federal Law) and any non-allowed amount is credited back to the Seller; or
 - ii. A Credit to the Seller; or
 - iii. Another option negotiated and agreed to in writing by the parties.Any option selected must be agreed to in writing by the parties.
- 11) **Seller's Offer Less than Compensation.** If Seller's Offer is less than the Compensation listed above the Buyer shall pay the remaining balance of the Compensation, unless otherwise agreed to in writing by the parties.
- 12) **Other Buyers.** Buyer understands that other buyers may consider, make offers, or purchase through Broker the same or similar properties as Buyer is seeking to acquire. Within the same company, the Broker and their associated licensees (including the licensee assisting you), often provide brokerage services to more than one buyer at the same time.
- 13) **Equal Opportunity.** Properties shall be shown and be made available to Buyer without regard to age, race, color, religion, sex, handicap, familial status, national origin or as may be provided by local, state, or federal laws or regulations.
- 14) **Counterparts.** If more than one person is named as Buyer herein, separate conforming Agreements may be executed by each Buyer individually, and when so executed, the copies taken together shall be deemed to be a full and complete agreement between the Parties.
- 15) **Copy of Agreement.** Buyer acknowledges receipt of a copy of this Agreement and a copy of the Disclosure to Buyer of Brokerage Duties, Responsibilities, and Services.

Atomic Realty, LLC, Managing Broker David Houck Lic 20479 Dave@AtomicRealty.net 505-208-0480
Buyer's Brokerage -Atomic Realty LLC. PO Box 1393 Los Alamos NM 87544

Buyer's Name (Print) _____

Buyer's Signature _____ Date _____

Buyer's Email Address _____

Buyer's Telephone (Cell) _____