

NON-EXCLUSIVE BUYER-BROKER AGREEMENT TO SHOW PROPERTY

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Document:
February 2025

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1. **Buyer:** _____ (“Buyer”)
2. **Broker:** Home Smart Fine Homes and Land _____ acting through
3. **Agent:** Jeffery Harshman _____ FIRM NAME Noah or Teresa Harshman _____ (“Broker”).
AGENT’S NAME AGENT’S NAME

4. **Notice to Buyer:** All REALTORS® are required to have a signed written agreement prior to showing a home to a buyer.
5. Buyer engages Broker for the purpose of viewing property and providing other real estate services at Buyer’s discretion that may
6. include contract negotiation and advocacy services throughout a real estate transaction.

7. **Term:** This Agreement shall commence on _____ and expire at 11:59 p.m. on _____ (“Expiration Date”).

8. **Property:** Buyer instructs Broker to locate and show Property meeting the following general description:

9. ☒ Residential ☐ Land ☐ Commercial ☐ Other: _____

10. **Agency:** The agency relationship between Broker and Buyer determines how Broker will work on Buyer’s behalf and will be
11. documented in the Real Estate Agency Disclosure and Election form.

12. **BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING
13. SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND BUYER IN THIS AGREEMENT.**

14. **Broker Compensation:** If Broker represents Buyer in the purchase of a property, as indicated on the purchase contract that was
15. signed prior to the Expiration Date, Buyer agrees to compensate Broker as follows (“Broker Compensation”):

16. **(CHECK ONLY ONE AND FILL IN THE COMPENSATION WHICH MUST BE A FIXED AMOUNT OR RATE):**

17. ☐ _____ % of the full purchase price or exchange value; or

18. ☐ \$ _____; or

19. ☒ other: 3% of final purchase price: See Employment Addendum

20. **Broker Compensation** shall be due and paid at the time of, and as a condition of, close of escrow. Buyer authorizes Broker to accept
21. compensation from seller or seller’s broker, which shall be credited against Broker Compensation. Broker will not receive any amount greater
22. than Broker Compensation from any source for services provided in this Agreement. Buyer will only be obligated to pay the difference
23. between seller or broker paid compensation and 2% of the final purchase price, if such compensation falls below 2% of the purchase price,
24. and then only up to 2% of the final purchase price.

24. **Buyer Showing Instructions:** Broker shall show property listings that fit Buyer’s criteria regardless of compensation offered to Broker by
25. seller or seller’s broker unless instructed otherwise by Buyer in writing. If necessary, Buyer instructs Broker to negotiate Broker
26. Compensation to be paid by seller or seller’s broker.

26. **See Employment Addendum** attached here to for additional buyer showing instructions and permissions. _____ Buyer Initials.

27. **Equal Housing Opportunity:** Broker’s policy is to abide by all local, state, and federal laws prohibiting discrimination against any
28. individual or group of individuals. For more information, see Fair Housing Advisory. _____ Buyer Initials

29. Buyer states that Buyer HAS NOT entered into an Exclusive Employment Agreement with another Buyer’s Broker!

Buyer Agreement: The undersigned buyers have read and agree to the above terms and conditions.

30. ^ BUYER’S SIGNATURE MO/DA/YR ^ BUYER’S SIGNATURE MO/DA/YR

31. ^ BUYER’S NAME PRINTED ^ BUYER’S NAME PRINTED

32. TELEPHONE EMAIL ADDRESS

33. Home Smart Fine Homes and Land
FIRM NAME

34. ^ AGENT’S SIGNATURE MO/DA/YR ^ AGENT’S SIGNATURE MO/DA/YR

For Broker Use Only:

Brokerage File/Log No. _____ Manager’s Initials _____ Broker’s Initials _____ Date _____
MO/DA/YR

BUYER/TENANT EMPLOYMENT AGREEMENT ADDENDUM 1

Document:
August 2024



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1. Buyer/Tenant ("Buyer"): _____
2. Broker: Home Smart Fine Homes and Land
FIRM NAME
3. Agreement Name: ☒ Buyer Broker Agreement to Show Property ☐ Buyer Broker Exclusive Employment Agreement
4. ☐ Tenant Broker Exclusive Employment Agreement
5. This is an addendum to the above agreement dated _____ between Buyer and Broker ("Agreement").
6. The following modified or additional terms and conditions are hereby included as a part of the Agreement between Buyer and Broker:
7. **(CHECK ANY THAT APPLY)**
8. ☒ **Broker Compensation:** Buyer and Broker agree to modify the Broker Compensation as follows:
9. Line 17-19 of the above referenced Agreement not with standing if the Buyer's Broker is unable to obtain compensation
10. from the Seller or Seller's Broker, either Buyer's Broker or Buyer may elect to cancel this agree as stated below.
11. ☐ **Term Expiration:** Buyer and Broker agree to a new Expiration Date of _____ at 11:59pm, Mountain Standard Time.
12. ☐ **Other modified or additional terms:**
13. Buyer acknowledges the duties of agency do not require a Broker to work without compensation and that the Realtor Code of Ethics stipulates
14. that a Buyer's agent should ascertain the existence and terms of offers of compensation prior to entering into cooperative efforts to sell a
15. property. Therefore, Buyer releases Broker from any duties to show properties or make offers or other efforts if Broker is unable to ascertain
16. in advance that Broker will be compensated as per the B.A.T.S., from the Seller or Seller's Broker. If Broker is unable to confirm such an offer of
17. compensation, Broker MAY elect to, but shall NOT BE OBLIGATED to proceed to work on behalf of a buyer on such a property.
17. **CANCELLATION:**
18. ☐ Buyer and Broker agree to mutually terminate the Agreement effective immediately. Neither party shall have any further
19. rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes
20. of action related to the Agreement.
21. ☐ Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and
22. conditions:
23. _____
24. _____
25. _____
26. _____
27. Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations
28. under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the
29. Agreement.
30. The undersigned agree to the modified or additional terms and conditions set forth above and acknowledge receipt of a copy hereof.
31. _____ MO/DA/YR _____ MO/DA/YR
^ BUYER OR AUTHORIZED REPRESENTATIVE SIGNATURE ^ BUYER OR AUTHORIZED REPRESENTATIVE SIGNATURE
32. _____ MO/DA/YR _____ MO/DA/YR
^ BROKER OR AUTHORIZED REPRESENTATIVE SIGNATURE ^ BROKER OR AUTHORIZED REPRESENTATIVE SIGNATURE
- For Broker Use Only:**
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR