

Bay East Association of REALTORS®
June 6, 2024

C.A.R.'s Residential Listing Agreement, Buyer Representation Agreement And related forms (revised June 2024)

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Standard Forms Advisory
Committee



Listing Agreement Forms

- Residential Listing Agreement (RLA)
- Broker Compensation Advisory (BCA)
- Cooperating Broker Compensation Agreement (CBC)
- Open House Visitor Non-Agency Disclosure and Sign-In (OHNA-SI)
- Limited Property Representation and Broker Compensation Agreement (LPRBC)
- Disclosure and Modification to Listing Agreement (DM-LA)
- Modification of Terms – Listing Agreement (MT-LA)

- Residential Purchase Agreement (RPA)
- Seller Payment to Buyer's Broker (SPBB)

Buyer Representation Forms

- Buyer Representation and Broker Compensation Agreement (BRBC)
- [Broker Compensation Advisory](#) (BCA)
- Buyer Identification of Preferences and Priorities (BIPP)
- Buyer Financial and Personal Information (BFPI)
- [Cooperating Broker Compensation Agreement](#) (CBC)
- [Limited Property Representation and Broker Compensation Agreement](#) (LPRBC)
- Notice of Broker Involved Properties (NBIP)
- Anticipated Broker Compensation Disclosure (ABCD)
- Cancellation of Buyer Representation (COBR)
- Disclosure and Modification to Buyer Representation Agreement (DM-BR)
- Modification of Terms – Buyer Representation (MT-BR)

- [Residential Purchase Agreement](#) (RPA)
- [Seller Payment to Buyer's Broker](#) (SPBB)

Buyer Broker Agreements!



How/Why did we get here?

- NAR and Broker Companies and MLSs sued for antitrust violations
- Missouri class action (federal court) goes to trial. Jury verdict in October 2023.
- \$1.8 Billion judgment
- NAR enters nationwide settlement in March 2024
- Terms include:
 - No offer of compensation in MLS
 - Agents working with buyers need a buyer representation agreement before giving buyer a in-person or virtual tour of property
 - Agents working with buyers cannot receive any more \$ than that specified in the agreement
 - Broker agreements must clearly disclose the amount of compensation
 - Broker agreements must disclose that compensation is negotiable
- MLSs and NAR implementation date set at August 17, 2024
- C.A.R. form release scheduled for June 25, 2024



The way things used to be:
(Old way)



The way things are now:
(New way)



Live and work in the present, not in the past



RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 6/24)

Date Prepared: _____

1. **EXCLUSIVE RIGHT TO SELL:** _____ ("Seller")
hereby employs and grants _____ ("Broker")
the exclusive and irrevocable right to sell or exchange the real property described as _____,
situated in _____ (City), _____ (County), California, _____ (Zip Code),
Assessor's Parcel No. _____ ("Property") for the Listing Period* in **paragraph 2A(1)**.

*** The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.**

2. **TERMS OF LISTING AGREEMENT:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)		Listing Period* (see above)	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date)
A(2)		Listing Price	_____ Dollars (\$ _____)
B		Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C		Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).	
C(1)	4A	Compensation to Seller's Broker (only Seller's side of transaction)	_____% of the listing price (or if a purchase agreement is entered into, of the purchase price) AND _____ OR <input type="checkbox"/> \$ _____
C(2)	4B	<input type="checkbox"/> Optional additional compensation, if any, to Seller's Broker to be offered to Buyer's brokers	_____% of the purchase price OR <input type="checkbox"/> \$ _____
C(3)		<input type="checkbox"/> Additional Compensation to Seller's Broker if buyer is unrepresented	_____% of the purchase price AND _____ OR <input type="checkbox"/> \$ _____
C(4)	4C(2)	If same individual agent represents both seller and buyer	The total combined compensation shall be C(1) + C(2) OR <input type="checkbox"/> _____ % <input type="checkbox"/> \$ _____
C(5)	4C(1)	Total Compensation to Broker(s) Unless otherwise agreed in writing, Seller shall pay Broker:	(a) The amount specified, if any, in C(1) + C(2) if buyer is represented, OR (b) The amount specified in C(4) if the individual agent represents both sides; OR (c) The amount specified in C(1) + C(3), if Buyer is unrepresented.
C(6)	4D(2)	Continuation of Right to Compensation for Broker Identified Prospective Buyers	_____ calendar days after the Listing Period or any extension
C(7)	4F	Seller Obligation to Pay Previous Brokers	Previous Listing/Other Broker(s): _____ Compensation to above Broker(s) owed if Property transferred to: _____
D	5	<input type="checkbox"/> Optional Seller Concessions	Seller authorizes Broker to put in the MLS that Seller is willing to consider offers asking for concessions, with <input type="checkbox"/> an amount up to _____% of the purchase price OR <input type="checkbox"/> \$ _____

Somethings old,
Somethings new,
Same C.A.R. quality,
Just for you

- New grid format
- New bundle order. AD first, all others later
- **New approach to compensation**
- Same broker and seller duties re: presenting offers, agency disclosure, MLS advisory, protection period, seller representations
- NAR Settlement compliant



**BUYER REPRESENTATION
AND BROKER COMPENSATION AGREEMENT**
(Non-Exclusive unless Exclusive is checked and initialed)
(C.A.R. Form BRBC, Revised 6/24)

New look. New mandates.
Same C.A.R. reliability.

1. **RIGHT TO REPRESENT:** _____ (“Buyer”) grants _____ (“Broker”) the non-exclusive right (unless Exclusive is checked in **paragraph 2A(2)**) to represent Buyer in acquiring real property or a manufactured home for the Representation Period* in **paragraph 2A(1)**.
* The maximum representation period allowed is 3 months from the date this Agreement is made unless Buyer is a corporation, limited liability company, or partnership. Agreements exceeding the maximum allowed are void.

2. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 4 pages. Buyer is advised to read all 4 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)		Representation Period *(see above)	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date) OR upon completion of a resulting transaction, whichever occurs first
A(2)	4B	Type of Representation	Non-exclusive, OR <input type="checkbox"/> Exclusive (valid only if checked AND initialed in paragraph 14).
B		Property to be Acquired ("Property")	Broker, including any associate licensee working through Broker on behalf of Buyer, provides services for the types of properties and in the locations specified below.
B(1)		Property type: (applies unless B(4) or (5) is checked); check all that apply; if SFR doesn't apply, use last option)	Single family residential, including condominiums and manufactured homes (SFR), <input type="checkbox"/> Multi-family residential with two to four units, <input type="checkbox"/> with 5 or more units, <input type="checkbox"/> Industrial, <input type="checkbox"/> Vacant Land, <input type="checkbox"/> Commercial, <input type="checkbox"/> Tenancy in common <input type="checkbox"/> Other: _____ <input type="checkbox"/> SFR is excluded from this Agreement
B(2)		Location	<input type="checkbox"/> County(ies): _____ <input type="checkbox"/> City(ies): _____
B(3)		Additional Description	_____ _____
B(4)		<input type="checkbox"/> The following specified properties only:	_____ _____
B(5)		<input type="checkbox"/> The properties identified on the attached list.	
B(6)	7	Properties Excluded from Representation	_____ _____
C		<input type="checkbox"/> Additional Buyer Preferences and Priorities	See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP)

- New grid format
- New bundle. AD before, other forms after
- New exclusive opt-in clause
- New compensation confirmation paragraph
- New forms for buyer preferences and finances
- New maximum rep. period
- Default to non-exclusive representation
- Right to choose exclusive representation
- Cancellation rights
- Broker authorizations and obligations
- Compliant with NAR settlement
 - New form explaining broker compensation

BROKER COMPENSATION ADVISORY (C.A.R. Form 9CA, 5/24)

1. WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES. THE SELLER MAY ALSO AUTHORIZE THE SELLER'S BROKER TO SHARE COMPENSATION WITH A BUYER'S BROKER OR MAY AGREE TO DIRECTLY PAY THE BUYER'S BROKER:

A. Listing Agreement Compensation is Negotiable: When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law but are instead negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations. If the seller approves, a listing agreement may authorize the seller's broker to share part of that broker's compensation with the broker who represents the buyer, and the amount the seller's broker agrees to pay the buyer's broker will be incorporated into the overall compensation the seller is obligated to pay the seller's broker.

B. Offering Compensation to a Buyer's Broker is Negotiable: Sellers and seller's brokers are not required by law or otherwise to offer compensation to buyer's brokers. The promise of payment from the seller's broker to the buyer's broker may lead to a quicker or more efficient transaction because:

- (1) Knowing the overall cost of broker compensation at time of listing allows a seller to more easily calculate the seller's net proceeds when evaluating offers and counter offers;
- (2) The seller's property may become more attractive to buyers who need a loan to finance the purchase price, since buyer's broker compensation would be paid from the seller's proceeds at the time of closing, rather than "out of pocket" by the buyer who may have limited funds. Many buyers have limited funds after paying a deposit, a down payment, property inspections costs, and other costs for closing. These buyers may be more likely to write an offer for the seller's property if they are able to effectively finance the buyer broker compensation into the cost of their loan rather than coming up with additional funds. By making the seller's property attractive to all buyers, regardless of their ability to directly pay a buyer's broker, the pool of prospective buyers for the seller's property will likely increase;
- (3) Offering compensation to buyer's brokers allows the seller to inform brokers representing prospective buyers they can rely on the efficient payment of their compensation without adding to buyer's closing costs.

An offer of compensation from the seller's broker to the buyer's broker is optional; a seller may instruct the seller's broker to offer no such compensation. In the listing agreement, or amendment, the seller instructs the seller's broker whether to offer any compensation to the buyer's brokers, and, if so, how much.

2. BUYER'S BROKERS COMPENSATION ARRANGEMENTS: In California, a buyer representation agreement is recommended and required in certain circumstances, which may limit the amount a buyer's broker may be paid to the amount in the agreement.

- A.** Buyers and their brokers benefit when the terms of their relationship and respective duties are written because expressed written terms establish mutual expectations and help avoid misunderstandings over buyer and broker duties and the amount of compensation the buyer's agent expects to be paid.
- B.** Many sellers authorize their brokers to offer compensation to buyer's brokers in the listing agreement. This may be used to offset the obligation a buyer has under a buyer representation agreement.
- C.** A buyer's broker should communicate with the buyer about how the broker will be paid for their work in representing the buyer.
- D.** In the absence of a buyer representation agreement, if the compensation offered to the buyer's broker from third parties is insufficient to meet the expectations of the buyer's broker, and the buyer's broker is unable, prior to drafting an offer on behalf of the buyer, to reach an agreement with the seller or seller's broker to be paid an amount the broker deems adequate, buyer's brokers are not obligated to represent the buyer.

3. METHODS FOR BUYER'S BROKER TO OBTAIN COMPENSATION:

A. Buyer Pays the Compensation through a Buyer Representation Agreement: A buyer's broker may negotiate the amount of compensation expected directly with the Buyer who may choose to simply pay their own agent.

B. Seller Pays the Compensation

- (1) **Buyer negotiates for Seller to Pay Buyer's Obligation under a Buyer Representation Agreement:** A buyer may negotiate a term in the purchase agreement, asking the seller to pay the obligation they have already agreed to pay their own agent in a buyer representation agreement. This option should be discussed when creating a buyer representation agreement and prior to an offer being made.
- (2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another agent, a buyer's agent may approach that seller to obtain a single party compensation agreement where the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship.

C. Seller's Agent Pays the Compensation to Buyer's Agent: A seller may have authorized the seller's broker to offer compensation to the buyer's broker in the listing agreement. A buyer's agent may want to inquire with a seller's agent about whether there is such authorization. A seller's agent and buyer's agent can enter into a cooperating broker compensation agreement where the seller's broker agrees to compensate the buyer's broker.



Old

New



compensation to the buyer's brokers, and, if so, how much.

BUYER'S BROKERS COMPENSATION ARRANGEMENTS: In California, a buyer representation agreement is recommended and required in certain circumstances, which may limit the amount a buyer's broker may be paid to the amount in the agreement.

- A. Buyers and their brokers benefit when the terms of their relationship and respective duties are written because expressed written terms establish mutual expectations and help avoid misunderstandings over buyer and broker duties and the amount of compensation the buyer's agent expects to be paid.
- B. Many sellers authorize their brokers to offer compensation to buyer's brokers in the listing agreement. This may be used to offset the obligation a buyer has under a buyer representation agreement.
- C. A buyer's broker should communicate with the buyer about how the broker will be paid for their work in representing the buyer.
- D. In the absence of a buyer representation agreement, if the compensation offered to the buyer's broker from third parties is insufficient to meet the expectations of the buyer's broker, and the buyer's broker is unable, prior to drafting an offer on behalf of the buyer, to reach an agreement with the seller or seller's broker to be paid an amount the broker deems adequate, buyer's brokers are not obligated to represent the buyer.

3. METHODS FOR BUYER'S BROKER TO OBTAIN COMPENSATION:

- A. **Buyer Pays the Compensation through a Buyer Representation Agreement:** A buyer's broker may negotiate the amount of compensation expected directly with the Buyer who may choose to simply pay their own agent.
- B. **Seller Pays the Compensation**
 - (1) **Buyer negotiates for Seller to Pay Buyer's Obligation under a Buyer Representation Agreement:** A buyer may negotiate a term in the purchase agreement, asking the seller to pay the obligation they have already agreed to pay their own agent in a buyer representation agreement. This option should be discussed when creating a buyer representation agreement and prior to an offer being made.
 - (2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another agent, a buyer's agent may approach that seller to obtain a single party compensation agreement where the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship.
- C. **Seller's Agent Pays the Compensation to Buyer's Agent:** A seller may have authorized the seller's broker to offer compensation to the buyer's broker in the listing agreement. A buyer's agent may want to inquire with a seller's agent about whether they have such authorization. A seller's agent and buyer's agent can enter into a cooperating broker compensation agreement where the seller's broker agrees to compensate the buyer's broker.

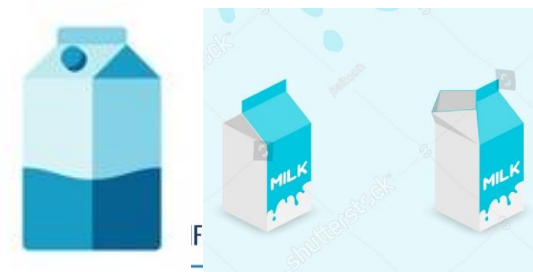
Professionalism
Transparency



C Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).			
NEW	C(1)	4A	Compensation to Seller's Broker (only Seller's side of transaction) _____% of the listing price (or if a purchase agreement is entered into, of the purchase price) AND _____ OR <input type="checkbox"/> \$ _____,
NEW	C(2)	4B	<input type="checkbox"/> Optional additional compensation, if any, to Seller's Broker to be offered to Buyer's brokers _____% of the purchase price OR <input type="checkbox"/> \$ _____, <div>Not through MLS</div>
NEW	C(3)		<input type="checkbox"/> Additional Compensation to Seller's Broker if buyer is unrepresented _____% of the purchase price AND _____ OR <input type="checkbox"/> \$ _____,
NEW	C(4)	4C(2)	If same individual agent represents both seller and buyer The total combined compensation shall be C(1) + C(2) OR <input type="checkbox"/> _____% <input type="checkbox"/> \$ _____,
NEW	C(5)	4C(1)	Total Compensation to Broker(s) Unless otherwise agreed in writing, Seller shall pay Broker: (a) The amount specified, if any, in C(1) + C(2) if buyer is represented, OR (b) The amount specified in C(4) if the individual agent represents both sides, OR (c) The amount specified in C(1) + C(3), if Buyer is unrepresented.
Same	C(6)	4D(2)	Continuation of Right to Compensation for Broker Identified Prospective Buyers _____ calendar days after the Listing Period or any extension
Same	C(7)	4F	Seller Obligation to Pay Previous Brokers Previous Listing/Other Broker(s): _____ Compensation to above Broker(s) owed if Property transferred to: _____
NEW	D	5	<input type="checkbox"/> Optional Seller Concessions Seller authorizes Broker to put in the MLS that Seller is willing to consider offers asking for concessions, with <input type="checkbox"/> an amount up to _____% of the purchase price OR <input type="checkbox"/> \$ _____




Residential Listing Agreement



If no unilateral offer of compensation in MLS, how should seller's agent document any promise to pay buyer's agent?

- Revised form CBC
- Removed confirmation, modification of MLS offer
- Removed non-MLS agent and not listed in MLS
- Removed mgt. approval
- Conditioned on name and closing
- Optional time to deliver back
- The new normal
- From rarely needed to almost always needed if cooperation between agents

 CALIFORNIA ASSOCIATION OF REALTORS®

COOPERATING BROKER COMPENSATION AGREEMENT AND ESCROW INSTRUCTION
(C.A.R. Form CBC, Revised 6/24)

1. **IDENTITY OF SELLER'S BROKERAGE FIRM, PROPERTY AND SELLER:**

("Seller's Broker")
is a real estate broker who has entered into a written agreement for the marketing and sale or lease of the real property, manufactured home, or business opportunity described as _____,
Assessor's Parcel No. _____, situated in _____, County of _____,
California ("Property") for _____ ("Seller").
Buyer and Seller are referred to as the "Parties."

2. **IDENTITY OF BUYER'S BROKERAGE FIRM (COOPERATING BROKER) AND BUYER:**

("Buyer's Broker")
is a real estate broker representing _____ ("Buyer"),
who has offered, is contemplating making an offer, or has entered into a contract, to purchase or lease the Property.

3. **OFFER REGARDING COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker compensation in the amount _____% of the selling (or leasing) price or \$ _____. This Agreement is contingent upon (i) Buyer and Seller entering into a purchase agreement or lease for the Property, and Buyer's Broker being confirmed as the agent of Buyer, and (ii) for a purchase, the Parties closing escrow pursuant to that agreement.

4. ☐ **SALE TO TENANT PROCURED BY BUYER'S (TENANT'S) BROKER:** If Property is listed for lease, and Tenant's Broker procures a tenant for the Property, and, during the term of the lease or any extension, that tenant becomes a buyer and acquires the Property, Tenant's Broker compensation on the sale shall be _____% of the selling price or \$ _____.

5. **OTHER TERMS:** (if checked) ☐ _____

☐ If this CBC is offered by Seller's Broker, only valid if signed and returned prior to or with Buyer's Offer.

6. **BROKER INSTRUCTION TO ESCROW HOLDER:**
Seller's Broker and Buyer's Broker instruct Escrow Holder to disburse to Buyer's Broker the amount specified in paragraph 3 or 4 or 5, out of Seller's Broker's proceeds in escrow, and upon Close Of Escrow of the Property. This compensation instruction can be amended or revoked only with the written consent of both Brokers. Escrow Holder shall immediately notify Brokers if either Broker instructs Escrow Holder to change the terms of this instruction.

7. **DISPUTE RESOLUTION:**

D	5	<input type="checkbox"/> Optional Seller Concessions	Seller authorizes Broker to put in the MLS that Seller is willing to consider offers asking for concessions, with <input type="checkbox"/> an amount up to _____% of the purchase price OR <input type="checkbox"/> \$ _____
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5. **SELLER CONCESSIONS:** Seller concessions are monetary payments that a seller agrees to contribute towards a buyer's expenses and other costs a buyer is responsible for in the transaction. Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and broker compensation. Concessions identified in a MLS listing, must not specify the concessions are to be used for broker compensation. Concessions must be allowed to be used for any permissible expense or cost.



	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	18	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		

Seller Total Payment Obligation for Buyer's Costs

- RPA 3G(1)
- +
- RPA 3G(3) (SPBB)
- +
- CBC (if RLA 2C(2) checked)



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SELLER PAYMENT TO BUYER'S BROKER (C.A.R. Form SPBB, Revised 6/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____, dated _____, ("Agreement")
on property known as _____ ("Property")
in which _____ is referred to as ("Buyer"),
and _____ is referred to as ("Seller").
and _____ is referred to as ("Buyer's Broker")
and _____ is referred to as ("Seller's Broker.")

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker(s) (real estate commissions include all compensation and fees to Broker).

1. SELLER PAYMENT TO BUYER'S BROKER:

- AMOUNT:** Subject to paragraph 1B below, Seller agrees to pay Buyer's Broker ____% of the purchase price OR, if checked ☐ \$ _____ out of the transaction proceeds.
- MAXIMUM SELLER PAYMENT OBLIGATION:** Seller shall only be obligated to pay Buyer's Broker the lesser of: (i) the amount specified in paragraph 1A, or (ii) the amount Buyer is obligated to pay Broker pursuant to their Buyer Representation Agreement, less any amount that Seller's Broker has agreed to pay Buyer's Broker. **If there is no Buyer Representation Agreement, then Seller has no obligation to pay Buyer's Broker.**



BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT

(Non-Exclusive unless Exclusive is checked and initialed)
(C.A.R. Form BRBC, Revised 6/24)

1. **RIGHT TO REPRESENT:** _____ ("Buyer")
grants _____ ("Broker")

the non-exclusive right (unless Exclusive is checked in paragraph 2A(2)) to represent Buyer in acquiring real property or a manufactured home for the Representation Period* in paragraph 2A(1).

* The maximum representation period allowed is 3 months from the date this Agreement is made unless Buyer is a corporation, limited liability company, or partnership. Agreements exceeding the maximum allowed are void.

2. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 4 pages. Buyer is advised to read all 4 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)		Representation Period *(see above)	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date) OR upon completion of a resulting transaction, whichever occurs first
A(2)	4B	Type of Representation	Non-exclusive, OR <input type="checkbox"/> Exclusive (valid only if checked AND initialed in paragraph 14)

14. **EXCLUSIVE REPRESENTATION:** If "Exclusive" is checked in paragraph 2A(2) and initialed by Buyer here:





A. This Agreement shall be exclusive and irrevocable. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Buyer shall not enter into another representation agreement in conflict with this Agreement.**

B. **COMPENSATION:** Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.

C. **CANCELLATION:** 30-days written notice is required before either Buyer or Broker may unilaterally cancel this agreement. If, within 5 days after the effective date of the cancellation, Broker provides Buyer a list of properties for which there was Broker Involvement, Broker may still be entitled to compensation if Buyer purchases one of the properties on the list during the representation period or time specified in paragraph 2D(3).

Buyer's Initials _____ / _____

- New maximum time limit
- Maybe shorter is even better. You can always extend. (Form MT-BR)
- Second reminder in 2A(1) (ending date)
- For exclusive, must check 2A(2) (page 1) AND initial in 14 (page 4)
- Cancellation
 - Exc. 30 days
 - Non-exc. immediate

B		Property to be Acquired ("Property")	Broker, including any associate licensee working through Broker on behalf of Buyer, provides services for the types of properties and in the locations specified below.
B(1)		Property type: (applies unless B(4) or (5) is checked); check all that apply; if SFR doesn't apply, use last option)	<input type="checkbox"/> Single family residential, including condominiums and manufactured homes (SFR), <input type="checkbox"/> Multi-family residential with two to four units, <input type="checkbox"/> with 5 or more units, <input type="checkbox"/> Industrial, <input type="checkbox"/> Vacant Land, <input type="checkbox"/> Commercial, <input type="checkbox"/> Tenancy in common <input type="checkbox"/> Other: _____ <input type="checkbox"/> SFR is excluded from this Agreement
B(2)	 same	Location	<input type="checkbox"/> County(ies): _____ <input type="checkbox"/> City(ies): _____
B(3)		Additional Description	
B(4)	 same	<input type="checkbox"/> The following specified properties only:	
B(5)		<input type="checkbox"/> The properties identified on the attached list.	
B(6)		Properties Excluded from Representation	
C		<input type="checkbox"/> Additional Buyer Preferences and Priorities	See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP)

- Defaults to SFR. Must opt-out if n/a
- Check box for other types
- Removed price range. Use Form BIPP
- Caution about signing multiple agreements. Danger if exclusive. Ask to see if buyer unsure.
- BIPP (next slide)

7. PROPERTIES EXCLUDED FROM REPRESENTATION:

- A. ADVISORY REGARDING BUYER SIGNING MULTIPLE REPRESENTATION AGREEMENTS:** Buyer shall inform Broker in writing if Buyer has signed a representation agreement, whether exclusive or non-exclusive, with any other Broker for any Property described in **paragraph 2B**. Buyer shall disclose to Broker if another broker; **(i)** showed Buyer such Property virtually or in-person; or **(ii)** wrote an offer on, or otherwise acted on Buyer's behalf for, such Property. Buyer may owe compensation to that broker if Buyer purchases such Property. If Buyer has signed an exclusive buyer representation agreement with another broker that has not expired, Buyer may owe compensation to that broker if Buyer purchases such Property even if that other broker had no involvement with the Property. Buyer shall disclose in **paragraph 2B(6)** any Property for which Buyer is obligated to pay another broker.
- B.** Buyer acknowledges that for the Property identified in **paragraph 2B**, excluding any Property specified in **paragraph 2B(6)** Buyer: **(i)** has not entered into an exclusive representation agreement with another broker; and **(ii)** has no obligation, even under a non-exclusive representation agreement, to pay compensation to any other broker arising out of the acquisition of the Property.
- C.** If Property is excluded in **paragraph 2B(6)**, Buyer acquires a Property during the time Buyer is obligated to compensate another broker, Broker is neither entitled to compensation under this Agreement, nor obligated to represent Buyer in such transaction.



BUYER IDENTIFICATION OF PREFERENCES AND PRIORITIES,

NO. _____
(C.A.R. Form BIPP, 6/24)

☐ This Buyer Identification of Preferences and Priorities, No. _____ is intended to supersede and replace any previously dated Identification of Buyer Preferences and Priorities.

1. **PARTIES AND PROPERTY:** _____ ("Buyer"),
and _____ ("Broker")

have (OR ☐ have not) entered into a Buyer Representation Agreement, dated _____, beginning on _____ (date)
("Representation Agreement") for the acquisition of property ("Property"), if applicable as described therein.

2. **IDENTIFICATION OF BUYER PREFERENCES:** Buyer and Broker agree that it is beneficial to both if Buyer identifies, in writing, Buyer's preferences and priorities for the purchase of Property. Although the information provided herein is only intended to represent a general expression of Buyer's needs, wants and concerns as of the date signed below, Broker will use the information to narrow the parameter Broker uses in searching for property that might be acceptable to Buyer. Buyer acknowledges that Buyer's preferences and priorities may change over time, and that current housing inventory and other market conditions as well as Buyer's financial position will determine how many of Buyer's preferences and priorities can be achieved in acquiring Property. Many buyers ultimately make compromises when choosing which properties to make offers on and acquire. It is Buyer's responsibility to determine whether any property meets some, all, or enough of Buyer's preferences and priorities.

3. **BUYER PREFERENCES AND PRIORITIES (check all that apply):**

A. **Price Range:** \$ _____ to \$ _____

B. **Property Use:**

☐ Primary residence, ☐ Second home, ☐ Income producing, ☐ Relative personal use ☐ Other _____

C. **Property Type:**

☐ Single Family Residence, ☐ Duplex, ☐ Triplex, ☐ Fourplex

☐ Condominium (☐ apartment style, ☐ townhouse style) ☐ Tenancy in Common

☐ Manufactured / Mobile home, (☐ In a park, ☐ On its own lot)

☐ Pre-owned ☐ New construction

D. **Property Features:**

☐ Minimum # of bedrooms: _____ ☐ Minimum # of bathrooms: _____

☐ Minimum square footage: _____ ☐ Maximum square footage: _____

☐ Single story, ☐ Multi-level, ☐ Corner lot

☐ Yard (☐ Grass, ☐ Drought tolerant), ☐ Pool (☐ built-in ☐ above ground)

☐ Solar Panels (☐ leased/lienied, ☐ owned outright, ☐ any), ☐ Gas appliances, ☐ Electric appliances

☐ School district: _____

☐ Accessibility/Disability features: _____

E. **Location:** ☐ City(ies): _____ ☐ County(ies): _____

F. **Other** (Any other desired features or matters of concern or importance to Buyer, whether based on previous experience, prior offers, expectations, intended future use, financial ability to make repairs or improvements, or otherwise): _____

4. **CONFIDENTIALITY:** The preferences and priorities identified herein are intended as confidential information as that term is defined in Civil Code § 2079.13 et seq. Regardless of agency relationship in any transaction involving Buyer and Broker, these preferences and priorities will not be disclosed to any seller or seller's agent except as Buyer authorizes Broker.

5. **IDENTIFICATION OF AND CHANGES TO PREFERENCES AND PRIORITIES:** Buyer represents that Buyer is not aware of any other material significant preferences and priorities concerning Buyer's effort to acquire property. Buyer has not made any verbal representations to Broker of additional preferences and priorities. Buyer agrees to notify Broker, in writing, of any change to Buyer's preferences and priorities.

By signing below, Buyer understands, acknowledges and agrees that Broker cannot guarantee that any property will meet any or all of Buyer's preferences and priorities and that it is Buyer's responsibility to determine to what extent any property meets Buyer's preferences and priorities.

Buyer has read, understands, and received a Copy of this Identification of Buyer Preferences and Priorities. Buyer is encouraged to read it carefully.

Buyer _____ Date: _____

Buyer _____ Date: _____

I acknowledge receipt of a copy of this Buyer Wants and Needs.

Real Estate Broker (Firm) _____ DRE License # _____

By (Agent) _____ DRE License # _____ Date: _____



DO WHAT YOU CAN
WITH ALL YOU HAVE

- Why? Buyers change their minds. Circumstances change. (Paragraph 2)

- Paragraph 3. Helps broker pick properties.

- Price range. Features.

- Confidentiality. Seller cannot see.

- Don't want to change BRBC for every shift in the wind



BIPP is the leaves

BRBC is trunk

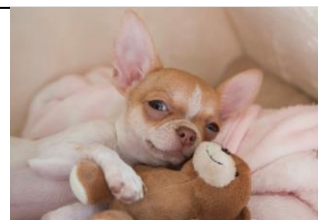


KNOW
YOUR
WORTH



D Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).			
D(1)	4	Amount of Compensation	_____ percent of the acquisition price AND \$ _____, OR <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> Pursuant to the compensation schedule attached which is incorporated herein.
D(2)	4F-G	Payments from Third Parties	Shall be credited against Buyer's obligation to pay Broker. Broker shall not receive any amount in excess of paragraph 2D(1) unless that amount is modified in a subsequent written agreement between Broker and Buyer at the time the overage amount is known. If Broker has a listing agreement with the seller, see paragraph 4F .

- D. Between “Buyer and Broker”
- D(1). Set your own value.
- D(1). Maybe scary for you, ... and for client



Look at it a differently



You ARE
Worth it

D Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).			
D(1)	4	Amount of Compensation	_____ percent of the acquisition price AND \$ _____, OR <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> Pursuant to the compensation schedule attached which is incorporated herein.
D(2)	4F-G	Payments <u>from Third Parties</u>	Shall be credited against Buyer's obligation to pay Broker. Broker shall not receive any amount in excess of paragraph 2D(1) unless that amount is modified in a subsequent written agreement between Broker and Buyer at the time the overage amount is known. If Broker has a listing agreement with the seller, see paragraph 4F .

D(2). It's not physics.

$$E=mc^2$$



$$2 - 1 =$$

$$4 - 2 = 2$$

D(2). It's basic math.



$$3 - 3 = ?$$




$$5 - 4 = ?$$

G. THIRD-PARTY PAYMENTS LESS THAN BUYER COMPENSATION OBLIGATION: If Buyer owes Broker compensation, after first deducting payments due to Broker from third parties, Broker and Buyer should discuss the potential benefits and detriments of including a term in any offer Buyer makes obligating the seller to pay Broker, directly or through escrow, for any compensation that Buyer owes Broker.

If no unilateral offer of compensation in MLS, how can buyer's agent document any promise to pay from seller's agent?

- Revised form CBC
- Removed confirmation, modification of MLS offer
- Removed non-MLS agent and not listed in MLS
- Removed mgt. approval
- Conditioned on name and closing
- Optional time to deliver back
- The new normal
- From rarely needed to almost always needed if cooperation between agents

 CALIFORNIA ASSOCIATION OF REALTORS®

COOPERATING BROKER COMPENSATION AGREEMENT AND ESCROW INSTRUCTION
(C.A.R. Form CBC, Revised 6/24)

1. **IDENTITY OF SELLER'S BROKERAGE FIRM, PROPERTY AND SELLER:**
_____ ("Seller's Broker")
is a real estate broker who has entered into a written agreement for the marketing and sale or lease of the real property, manufactured home, or business opportunity described as _____,
Assessor's Parcel No. _____, situated in _____, County of _____,
California ("Property") for _____ ("Seller").
Buyer and Seller are referred to as the "Parties."

2. **IDENTITY OF BUYER'S BROKERAGE FIRM (COOPERATING BROKER) AND BUYER:**
_____ ("Buyer's Broker")
is a real estate broker representing _____ ("Buyer"),
who has offered, is contemplating making an offer, or has entered into a contract, to purchase or lease the Property.

3. **OFFER REGARDING COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker compensation in the amount _____ % of the selling (or leasing) price or \$ _____. This Agreement is contingent upon (i) Buyer and Seller entering into a purchase agreement or lease for the Property, and Buyer's Broker being confirmed as the agent of Buyer, and (ii) for a purchase, the Parties closing escrow pursuant to that agreement.

4. ☐ **SALE TO TENANT PROCURED BY BUYER'S (TENANT'S) BROKER:** If Property is listed for lease, and Tenant's Broker procures a tenant for the Property, and, during the term of the lease or any extension, that tenant becomes a buyer and acquires the Property, Tenant's Broker compensation on the sale shall be _____ % of the selling price or \$ _____.

5. **OTHER TERMS:** (if checked) ☐ _____

☐ If this CBC is offered by Seller's Broker, only valid if signed and returned prior to or with Buyer's Offer.

6. **BROKER INSTRUCTION TO ESCROW HOLDER:**
Seller's Broker and Buyer's Broker instruct Escrow Holder to disburse to Buyer's Broker the amount specified in paragraph 3 or 4 or 5, out of Seller's Broker's proceeds in escrow, and upon Close Of Escrow of the Property. This compensation instruction can be amended or revoked only with the written consent of both Brokers. Escrow Holder shall immediately notify Brokers if either Broker instructs Escrow Holder to change the terms of this instruction.

7. **DISPUTE RESOLUTION:**

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	1A	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		

- RPA 3G(3) is OPTIONAL
- Upside: Reduces buyer out-of-pocket
- Potential downside:
 - Buyer's offer may not be competitive
 - Seller may not respond
 - Buyer may need to increase offer amount



CALIFORNIA
ASSOCIATION
OF REALTORS®

SELLER PAYMENT TO BUYER'S BROKER (C.A.R. Form SPBB, Revised 6/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____, dated _____, ("Agreement")
on property known as _____ ("Property")
in which _____ is referred to as ("Buyer"),
and _____ is referred to as ("Seller").
and _____ is referred to as ("Buyer's Broker")
and _____ is referred to as ("Seller's Broker.")

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker(s) (real estate commissions include all compensation and fees to Broker).

1. SELLER PAYMENT TO BUYER'S BROKER:

A. AMOUNT: Subject to **paragraph 1B** below, Seller agrees to pay Buyer's Broker ____% of the purchase price OR, if checked ☐ \$ _____ out of the transaction proceeds.

B. MAXIMUM SELLER PAYMENT OBLIGATION: Seller shall only be obligated to pay Buyer's Broker the lesser of: (i) the amount specified in **paragraph 1A**, or (ii) the amount Buyer is obligated to pay Broker pursuant to their Buyer Representation Agreement, less any amount that Seller's Broker has agreed to pay Buyer's Broker. **If there is no Buyer Representation Agreement, then Seller has no obligation to pay Buyer's Broker**



Down payment. Closing Costs. Mortgage payment. Property tax. Moving expenses. Repairs. Inspection costs. Utilities. Vente coffee. Car payment. New furniture. Childcare. 401K. Fixed income. Bills. Bills. Bills. Etc.

D(3)	4C	Continued Right to Payment for Broker Involved Properties	_____ calendar days after the Representation Period or any extension
E	5	Cancellation Notice	Non-exclusive: effective upon receipt OR <input type="checkbox"/> _____ days after receipt; Exclusive: effective 30 days after receipt.
F	9B	Buyer Financial/Personal Information (C.A.R. Form BFPI)	Within 5 (or _____) calendar days from the execution of this Agreement <input type="checkbox"/> Buyer intends to purchase using a VA or other loan which may not allow Buyer to pay brokerage or other fees. <input type="checkbox"/> Buyer does not have sufficient funds to pay Broker
G		Other Terms	_____

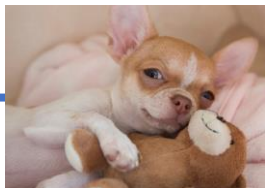
- Understanding.
- Sympathy.
- Let's look for solutions.



- Has client ...
 - Considered all potential sources of funds
 - Spoken with lender
- BRBC options in
 - 2F
 - 9B

Opportunity to

- Engage with client
- Show your value
- Distinguish yourself
- Be transparent



BUYER FINANCIAL AND PERSONAL INFORMATION (C.A.R. Form BFPI, 6/24)

- PARTIES AND PROPERTY:** _____ ("Buyer"),
and _____ ("Broker")
have (OR ☐ have not) entered into a Buyer Representation Agreement, dated _____, beginning on _____ (date)
("Representation Agreement") for the acquisition of property ("Property"), if applicable as described therein.
- BUYER'S FINANCIAL AND PERSONAL INFORMATION:** Buyer and Broker agree that it is beneficial to both if Buyer identifies, in writing, Buyer's financial condition and personal information ("Personal Information") that Broker can use in assessing and identifying properties that may be satisfactory to Buyer. If Buyer does not qualify to purchase the type of property for which Buyer is interested, Broker and Buyer may mutually alter the terms of the Representation Agreement, or Broker may cancel that agreement.
- PROPERTY FINANCING INFORMATION** (where applicable, check all that apply):
 - Amount of deposit available:** \$ _____
 - Amount of down payment available:** \$ _____
 - Source(s) of deposit and down payment:** ☐ Savings (cash in bank) ☐ Retirement account ☐ Gift ☐ Loan ☐ Assistance program, ☐ Sale of existing property (☐ Already sold, ☐ Already in contract, ☐ Not yet listed), ☐ Other _____
 - Amount of additional funds available for broker compensation and closing costs:** \$ _____
 - Source of additional funds:** _____
 - Maximum Loan Amount:** \$ _____
 - Lender Information:**
 - Company Name: _____
 - Loan Officer name: _____
 - Phone: _____, Email: _____
 - ☐ Pre-qualified, ☐ Pre-approved, ☐ Fully underwritten pre-approval
 - Financing type:** ☐ Conventional, ☐ FHA, ☐ VA, ☐ Other _____
NOTE: If FHA or VA financing is pursued, lender may not allow Buyer to pay certain closing costs, including broker compensation. Buyer's broker compensation should be paid by seller or seller's broker.
 - Maximum monthly housing expense** (for PITI, HOA fees, ☐ other _____): \$ _____
- OTHER FINANCIAL INFORMATION:**
 - ☐ 1031 exchange, ☐ Expected legal settlement, ☐ Expected inheritance
 - ☐ Buyer intends to include a contingency to sell another property as part of any transaction (see C.A.R. Form COP)
 - Other: _____
- PERSONAL INFORMATION:**
 - Current Housing:** ☐ Own ☐ Currently Rent ☐ Other _____
 - Property Ownership Experience:** ☐ First time buyer, ☐ # of properties previously purchased: ☐ One, ☐ 2-5, ☐ More than 5, ☐ # of properties currently owned: _____
 - Real estate Related Experience:** ☐ R.E. broker ☐ R.E. salesperson ☐ Contractor ☐ R.E. Investor ☐ Trade (ex. Plumber, electrician, landscaper): _____
 - Time Constraints:** (e.g. Job relocation, sale of existing home, school start date): _____
 - Reasons for Purchase:** _____
 - Other:** _____
- CONFIDENTIALITY:** The financial and personal information identified herein are intended as confidential information as that term is defined in Civil Code § 2079.13 et seq. Regardless of agency relationship in any transaction involving Buyer and Broker, the information will not be disclosed to any seller or seller's agent except as Buyer authorizes Broker.
- IDENTIFICATION OF AND CHANGES TO FINANCIAL AND PERSONAL INFORMATION:** Buyer represents that Buyer is not aware of any other financial and personal information that would affect Buyer's effort to acquire property. Buyer has not made any verbal representations to Broker of additional financial and personal information. Buyer agrees to notify Broker, in writing, of any change to Buyer's financial and personal information.

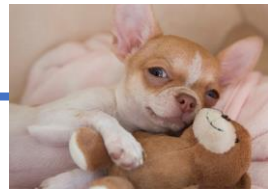
D Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).			
D(1)	4	Amount of Compensation	_____ percent of the acquisition price AND \$ _____, OR <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> Pursuant to the compensation schedule attached which is incorporated herein.
D(2)	4F-G	Payments from Third Parties	Shall be credited against Buyer's obligation to pay Broker. Broker shall not receive any amount in excess of paragraph 2D(1) unless that amount is modified in a subsequent written agreement between Broker and Buyer at the time the overage amount is known. If Broker has a listing agreement with the seller, see paragraph 4F .
D(3)	4C	Continued Right to Payment for Broker Involved Properties	_____ calendar days after the Representation Period or any extension
E	5	Cancellation Notice	<div> Non-exclusive: effective upon receipt OR <input type="checkbox"/> _____ days after receipt; Exclusive: effective 30 days after receipt. </div>



- You are not alone
 - Every *professional* REALTOR is doing it
 - Transparency is a GOOD thing
- Not forever (cancellation right)

Cancellation.

- Can use C.A.R. Form COBR
- Must provide list in 5 days (C.A.R. Form NBIP)
- Protects against buyer using broker then cancelling
- Non-exc. Immediate
- Exc. 30 days



Opportunity to

- Engage with client
- Show you are confident in your value



CANCELLATION OF BUYER REPRESENTATION (C.A.R. Form COBR, Revised 6/24)

- 1. PARTIES AND PROPERTY:** _____ ("Broker")
has agreed to represent _____ ("Buyer")
for the purpose of locating and acquiring real property or a manufactured home ("Buyer Representation"). The Buyer Representation is pursuant to a written (☐ or oral) agreement.
- 2. NOTICE OF CANCELLATION OF BUYER REPRESENTATION:** The representation may be cancelled by either Buyer or Broker or both by signing in the applicable box below paragraph 2 and delivering to the other party. However, compensation may still be owed based on the contractual rights of the Buyer Representation agreement or otherwise.
 - A.** By signing in the applicable box below this paragraph 2, ☐ Buyer ☐ Broker ☐ Both hereby gives notice to the other to cancel the Buyer Representation and terminate their agency relationship, duties, and responsibilities with and to each other. Compensation may be payable as specified below.
 - B. Effective date of cancellation:**
 - (1) If there is no written agreement between Buyer and Broker or if there is a written agreement and such agreement is for non-exclusive representation, the cancellation is effective immediately upon (or ☐ pursuant to a written Buyer Representation agreement, _____ days after) receipt of this notice.
 - (2) If there is a written agreement and such agreement is for exclusive representation, the cancellation is effective 30-days after receipt of this notice.
 - (3) Regardless of the agreement between Buyer and Broker, the parties may agree to mutually cancel the Buyer Representation immediately upon (or ☐ _____ days after) the last signature in the mutual cancellation box.
 - C.** The notice applies to all properties that may be subject to the Buyer Representation (or ☐ only for the following property(ies): _____).
 - D. Broker will NOT be Buyer's agent** during any negotiation or transaction that results between Buyer and Seller regarding any property. Any questions that Buyer has about the Property shall be directed to the seller's broker, if any, or to seller.
 - E. COMPENSATION DUE BROKER:**
 - (1) If a written Buyer Representation agreement provides for compensation in the event of cancellation of the agreement, Buyer agrees to pay Broker as specified in the written agreement between them. C.A.R. Form BRBC provides in the event of cancellation, Broker shall be entitled to compensation for those properties for which there was Broker Involvement, as defined in the BRBC, if any such property is acquired during the Representation Period. Broker shall give Buyer a list of such properties within 5 calendar days after receipt of this Cancellation of Buyer Representation.
- OR (2) ☐ Compensation shall be paid as specified in paragraph 3, below, and only if both parties agree by signing below paragraph 3.
- F. BUYER TO OBTAIN OTHER ADVICE:** Broker advises buyer to obtain real estate, legal, tax, title, insurance and other desired advice from a qualified California professional.

Unilateral Buyer OR Broker Cancellation:

Buyer's or Broker's Signature (party cancelling the representation) _____ Date _____

Buyer's or Broker's Signature (party cancelling the representation) _____ Date _____

OR

Buyer AND Broker Mutual Cancellation:

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Broker's Signature (By _____) _____ Date _____

3. **ADVISORIES, ADDENDA AND DISCLOSURES:** The following advisories, addenda and disclosures are attached:

☒ Broker Compensation Advisory (C.A.R. Form BCA)

☐ Other _____

4. **COMPENSATION TO BROKER:**

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker).

A. **ADVISORY:** Buyer has been advised that who compensates the Broker in a real estate transaction, and how much, is negotiable.

B. **BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to compensation specified in **paragraph 2D(1)** from Buyer if during the Representation Period, or any extension thereafter, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 2B**, and the seller thereafter completes the transaction or is prevented from doing so by default of Buyer as follows:

(1) **NON-EXCLUSIVE REPRESENTATION; BROKER INVOLVEMENT:** Compensation is payable only if there was Broker Involvement with the Property. "Broker Involvement" means any of the following: (i) Buyer physically entered and was shown the Property by Broker; (ii) Broker showed the Property to Buyer virtually; (iii) Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; (iv) Broker performed a market analysis related to the Property or reviewed property specific documents or disclosures with Buyer; or (v) the Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Buyer, specifically, or assisting Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Buyer's potential acquisition of the Property.

(2) **EXCLUSIVE REPRESENTATION; BUYER ACQUISITION:** If Exclusive is checked in **paragraph 2A(2)**, see **paragraph 14**.

(3) **BUYER INCLUDES** any person or entity, other than Broker, related to Buyer or who in any manner acts on Buyer's behalf to acquire Property described in **paragraph 2B**.

C. **CONTINUATION OF RIGHT TO COMPENSATION FOR BROKER INVOLVED PROPERTIES:** Broker shall be entitled to the compensation provided for in **paragraph 2D(1)** if, within the time specified in **paragraph 2D(3)** or if there is a cancellation, within that same amount of time after the effective date of the cancellation in **paragraph 2E**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement provided, prior to expiration of this Agreement or any extension thereof or, if there is a cancellation, within **five (5) Days after** the effective date of the cancellation, Broker delivers Buyer a written notice of those properties for which there was Broker Involvement (C.A.R. Form NBIP).

14. **EXCLUSIVE REPRESENTATION:** If "Exclusive" is checked in **paragraph 2A(2)** and initialed by Buyer here:

A. This Agreement shall be exclusive and irrevocable. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Buyer shall not enter into another representation agreement in conflict with this Agreement.**

B. **COMPENSATION:** Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.

C. **CANCELLATION:** 30-days written notice is required before either Buyer or Broker may unilaterally cancel this agreement. If, within **5 days** after the effective date of the cancellation, Broker provides Buyer a list of properties for which there was Broker Involvement, Broker may still be entitled to compensation if Buyer purchases one of the properties on the list during the representation period or time specified in **paragraph 2D(3)**.

Buyer's Initials _____/_____

- 3, BCA. Done.
- 4A. Done.
- When is \$ earned?
 - 4B
 - Buyer enters into K
 - Transaction complete
- Non-exclusive
 - 4B(1). Broker paid if broker did the work. (Broker Involvement)
 - Shown property (in-person or remote). Submitted offer. Shared mkt analysis. Introduced/analyzed
- Exclusive 4B(2), 14
 - If buyer enters K and completes, even if broker not involved
 - Check in 2, Initial in 14
 - 30-day cancellation notice
- Safety clause 4C
 - Must put time in 2D(3)
 - Must provide list in 5 days (C.A.R. Form NBIP)
 - Protects against buyer using broker then writing offer after expiration of representation



NOTICE OF BROKER INVOLVED PROPERTIES

(C.A.R. Form NBIP, 12/22)

1. **NOTICE:** This Notice of Broker Involved Properties is being provided to you as required by the written Buyer Representation and Broker Compensation Agreement between _____ ("Buyer"), and _____ ("Broker") (the "Representation Agreement").
2. **REPRESENTATION PERIOD:** The Representation Agreement commenced on _____ (date) and expires on, was extended to, or terminates on, _____ (date) ("Representation Period").
3. **COMPENSATION AGREEMENT:** Buyer has agreed to pay Broker the compensation provided for in the Representation Agreement for property described in **paragraph 3** of the Representation Agreement and for which there was Broker Involvement ("Broker Involved Property") as follows:
 - A. If (i) Buyer enters into a contract to acquire a Broker Involved Property within the specified number of calendar days after the expiration of the Representation Period, or any extension, and (ii) Broker has provided to Buyer a written list of Broker Involved Properties in **paragraph 4** prior to the expiration of the Representation Agreement or any extension;
 - B. If after cancellation of the Representation Agreement (i) Buyer enters into a contract to acquire a Broker Involved Property during the Representation Period and (ii) Broker has provided to Buyer a written list of Broker Involved Properties in **paragraph 4** within 5 days after receiving notice of cancellation of the Representation Agreement.
4. **BROKER INVOLVED PROPERTIES:** "Broker Involvement" means any of the following: (i) Buyer physically entered and was shown the Property by Broker; (ii) Broker showed the Property to Buyer virtually; (iii) Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; or (iv) the Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker, such as: (a) analyzing the Property for Buyer, specifically; (b) assisting Buyer in the potential acquisition of the Property; or (c) communicating with seller or seller's agent regarding Buyer's potential acquisition. Pursuant to the Representation Agreement, Broker identifies the following property for which there was Broker Involvement: _____

☐ If checked see attached list of Broker Involved Properties

5. **NOTIFYING NEW BROKER:**
If Buyer intends to enter into another Buyer Representation Agreement with another broker, Buyer is advised to provide this Notice to that broker. Failure to do so may obligate Buyer to pay two commissions.
6. **DATE OF NOTICE:**
This Notice of Broker Involved Properties is being provided to Buyer on _____ (date).

Real Estate Broker (Firm) _____ DRE License # _____

By (Agent) _____ DRE License # _____ Date _____

those properties for which there was Broker involvement (C.A.R. Form NBIF).

D. TIMING OF COMPENSATION: Compensation is payable:

- (1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from this agreement closes during or after the Representation Period.
- (2) If acquisition is prevented by default of Buyer, upon Buyer's default.
- (3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 2D(1)**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

E. PAYMENT THROUGH ESCROW: Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Buyer's funds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Buyer and a seller or other transferor.

F. ACCOUNTING FOR PAYMENTS TO BROKER IF BROKER ALSO REPRESENTS SELLER: Notwithstanding **paragraph 2D(2)**, if Broker has a listing agreement with the seller of the property to be purchased, no credit toward Buyer's compensation obligation shall be given for the amount due Broker by seller for the compensation Broker is owed as the seller's agent. Buyer will pay the amount in **paragraph 2D(1)**, less any amount offered by Broker to buyer's agents.

G. THIRD-PARTY PAYMENTS LESS THAN BUYER COMPENSATION OBLIGATION: If Buyer owes Broker compensation, after first deducting payments due to Broker from third parties, Broker and Buyer should discuss the potential benefits and detriments of including a term in any offer Buyer makes obligating the seller to pay Broker, directly or through escrow, for any compensation that Buyer owes Broker.

H. DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:

- (1) Broker, at the earliest practical time prior to writing an offer, will disclose to Buyer the amount of compensation Broker expects to receive from a third-party on that property by providing Buyer with either: **(i)** a copy of a Cooperating Broker Compensation Agreement (C.A.R. Form CBC) or other writing, including website offers, showing an offer of compensation from the seller's broker; or **(ii)** a separate document, such as an Anticipated Broker Compensation Disclosure (C.A.R. Form ABCD).
- (2) Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer.
- (3) If the third-party does not pay as anticipated, and the third party has contractually agreed with Buyer to pay all or part of Broker's compensation, Buyer assigns to Broker any rights Buyer has to pursue the third party for such compensation.

5. CANCELLATION OF BUYER REPRESENTATION AGREEMENT: Either Buyer or Broker may cancel this Agreement by giving written notice to the other within the time specified in **paragraph 2E**. Broker shall still be entitled to compensation if, during the Representation Period or any time specified in **paragraph 2D(3)**, Buyer acquires Property for which there was Broker Involvement provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement. The written list of Broker Involvement properties shall be delivered to Buyer within 5 calendar days after the effective date of the cancellation. Before, during and after the 5-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.

6. AGENCY RELATIONSHIPS:

- 4E. Need to submit to escrow for payment.
- 4F. If broker has listing, broker can be paid from both sides. (2 cartons)
- 4G. Done.
- 4H. Will let buyer know how broker expects to be paid. (C.A.R. Form ABCD or other)



CALIFORNIA
ASSOCIATION
OF REALTORS®

ANTICIPATED BROKER COMPENSATION DISCLOSURE (C.A.R. Form ABCD, Revised 6/24)

_____ ("Broker")
is a real estate licensee providing services to _____ ("Buyer")
Broker anticipates receiving compensation from Seller or Seller's Broker or ☐ Other _____
if Buyer purchases any property identified below.

Buyer is aware that any compensation paid by Seller, directly or indirectly through Seller's broker, affects the Seller's total costs and expenses for the transaction and may impact the price Seller is willing to accept. **If, for a specified Property, Broker has provided Buyer with a copy of a document that identifies the compensation offered to a cooperating broker for a listed property, such as a Cooperating Broker Compensation Agreement (C.A.R. Form CBC) that property may but does not have to be listed below** Broker, independently or through Escrow, will disclose the final compensation Broker receives from anyone other than Buyer

Buyer's Brokerage Firm _____ DRE Lic # _____
By _____ DRE Lic # _____ Date _____
By _____ DRE Lic # _____ Date _____

Buyer acknowledges that Buyer has read, understands, and received a Copy of this Anticipated Broker Compensation Disclosure. By initialing in the box below, Buyer acknowledges being advised of the Broker's anticipated compensation for the property identified.

Buyer _____ Date _____
Buyer _____ Date _____

THIS SECTION TO BE FILLED OUT WHEN THE PROPERTY IS BEING SHOWN OR WHEN AN OFFER IS BEING MADE.

Agent Initials	Buyer Initials	Property Address:	Date: First shown Or offer made	Compensation Offered:	Source:
____/____	____/____	_____	____/____/____	_____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller's Broker <input type="checkbox"/> _____
____/____	____/____	_____	____/____/____	_____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller's Broker <input type="checkbox"/> _____
____/____	____/____	_____	____/____/____	_____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller's Broker <input type="checkbox"/> _____
____/____	____/____	_____	____/____/____	_____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller's Broker <input type="checkbox"/> _____
____/____	____/____	_____	____/____/____	_____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller's Broker <input type="checkbox"/> _____
____/____	____/____	_____	____/____/____	_____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller's Broker <input type="checkbox"/> _____

Remember to ask!

KNOW
YOUR
WORTH



To Do List

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

- and after the 3-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.
6. **AGENCY RELATIONSHIPS:**
 - A. **DISCLOSURE:** Buyer acknowledges receipt of the ☒ "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).
 - B. **POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or both Buyer and seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges receipt of a ☒ Possible Representation of More Than One Buyer or Seller – Disclosure and Consent (C.A.R. Form PRBS).
 7. **PROPERTIES EXCLUDED FROM REPRESENTATION:**
 - A. **ADVISORY REGARDING BUYER SIGNING MULTIPLE REPRESENTATION AGREEMENTS:** Buyer shall inform Broker in writing if Buyer has signed a representation agreement, whether exclusive or non-exclusive, with any other Broker for any Property described in **paragraph 2B**. Buyer shall disclose to Broker if another broker; (i) showed Buyer such Property virtually or in-person; or (ii) wrote an offer on, or otherwise acted on Buyer's behalf for, such Property. Buyer may owe compensation to that broker if Buyer purchases such Property. If Buyer has signed an exclusive buyer representation agreement with another broker that has not expired, Buyer may owe compensation to that broker if Buyer purchases such Property even if that other broker had no involvement with the Property. Buyer shall disclose in **paragraph 2B(6)** any Property for which Buyer is obligated to pay another broker.
 - B. Buyer acknowledges that for the Property identified in **paragraph 2B**, excluding any Property specified in **paragraph 2B(6)** Buyer: (i) has not entered into an exclusive representation agreement with another broker; and (ii) has no obligation, even under a non-exclusive representation agreement, to pay compensation to any other broker arising out of the acquisition of the Property.
 - C. If Property is excluded in **paragraph 2B(6)**, Buyer acquires a Property during the time Buyer is obligated to compensate another broker, Broker is neither entitled to compensation under this Agreement, nor obligated to represent Buyer in such transaction.

BRBC REVISED 6/24 (PAGE 2 OF 4)

Buyer's Initials _____ / _____ Broker/Agent Initials _____ / _____



BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT (BRBC PAGE 2 OF 4)

8. **BROKER AUTHORIZATIONS AND OBLIGATIONS:**
 - A. Buyer authorizes Broker and Broker agrees to use the skill and diligence of a reasonably competent real estate licensee to provide guidance to and help Buyer with the acquisition of Property. Broker will assist Buyer by (i) locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, assisting Buyer in negotiating for acceptance of such offers and, as applicable, terms and conditions following such acceptance, and facilitating the escrow process for such accepted offers; (ii) as directed by or agreed with Buyer, ordering reports and investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer; (iii) upon request, providing Buyer with a list of professionals who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and (iv) upon request, assisting Buyer with the financing process by making referrals to lenders known to Broker, and assisting Buyer in obtaining loan pre-qualification, to the extent Broker can do so without acting as a Mortgage Loan Broker.
 - B. If the Property contains residential property with one to four dwelling units, Broker will conduct a reasonably competent and diligent, visual inspection of the accessible areas of the one to four Property (excluding any common areas) and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection.
 - C. Broker shall deliver to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker during the Representation Period. Unless otherwise specified in writing, any information provided through Broker in the course of representing Buyer has not been and will not be verified by Broker.
 - D. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

14. EXCLUSIVE REPRESENTATION: If "Exclusive" is checked in paragraph 2A(2) and initialed by Buyer here:

- A.** This Agreement shall be exclusive and irrevocable. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Buyer shall not enter into another representation agreement in conflict with this Agreement.**
- B. COMPENSATION:** Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.
- C. CANCELLATION:** 30-days written notice is required before either Buyer or Broker may unilaterally cancel this agreement. If, within **5 days** after the effective date of the cancellation, Broker provides Buyer a list of properties for which there was Broker Involvement, Broker may still be entitled to compensation if Buyer purchases one of the properties on the list during the representation period or time specified in **paragraph 2D(3).**

Buyer's Initials _____ / _____

15. ENTIRE AGREEMENT: All understanding between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy, facsimile, or electronic, may be executed in counterparts.

16. CONFIRMATION OF COMPENSATION: Buyer confirms that the compensation specified in **paragraph 2D(1)** for Broker's services is ☐ ____ % of the acquisition price and \$ _____, ☐ \$ _____, ☐ specified in the attached compensation schedule.

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

☐ **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 13** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) A. If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- B. If Property is sold under the jurisdiction of a probate court, identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.

BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Buyer: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

(Signature) By, _____ Date: _____

Printed name of Buyer: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ Lic# _____

Address _____ City _____ State _____ Zip _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ Lic# _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ Lic# _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ Lic# _____

14

- Must be initialed if exclusive checked in 2A(2)

16

- Can use as proof of buyer obligation if SPBB used in transaction.
- Can white out contact information
- If exclusive, listing agent must not go direct to buyer



OPEN HOUSE VISITOR NON-AGENCY
DISCLOSURE AND SIGN-IN
(C.A.R. Form OHNA-SI, 6/24)

Property address ("Property"): _____ Date _____

Real estate agent(s) ("Agent"): _____

Real estate broker ("Broker"): _____

VISITOR INTENTION TO VIEW PROPERTY: Agent is holding an open house or conducting tours of the Property identified above. Visitor is interested in viewing the Property. Agent agrees to show property to Visitor on the following terms and conditions:

AGENT DOES NOT REPRESENT VISITOR: Unless otherwise agreed in writing, Agent is not working with and has not entered into a representation agreement with Visitor that would apply to the Property.

COMMUNICATION WITH AGENT AT OPEN HOUSE/PROPERTY TOUR FOR BENEFIT OF SELLER: Any communication or sharing of information that Agent has with Visitor during the open house/property tour regarding the Property is for the benefit of the seller. All acts of Agent at the open house/property tour, even those that assist Visitor in deciding whether to make an offer on the Property are for the benefit of the seller exclusively.

COMMUNICATION WITH AGENT ARE NOT CONFIDENTIAL: Any information that Visitor reveals to Agent at the open house/property tour may be conveyed to the seller.

IF VISITOR WRITES AN OFFER ON THE PROPERTY through Agent, at that time Agent will disclose if Agent and Agent's Broker represent the seller exclusively or both the seller and the Visitor.

IF VISITOR WANTS TO BE REPRESENTED BY THE AGENT HOLDING THE OPEN HOUSE Visitor should sign a Buyer Representation agreement or Limited Property Representation agreement with the Agent holding the open house. If Visitor is in an exclusive relationship with another agent, this is not intended as a solicitation of Visitor.

Visitor Name/Email/Phone:

Visitor's Agent, if any:

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

What if ...

A potential buyer shows up at an open house (I hope so)

- Ask visitor to sign in (Form OHNA-SI)
- New form advises:
 - You are not their agent;
 - What they say is not confidential
 - They can sign a representation agreement

What if ...

Visitor will not sign

- Let
- Be
- wait
- age
- You
- hav





**LIMITED PROPERTY REPRESENTATION AND BROKER
COMPENSATION AGREEMENT**
(For use by an agent holding an open house or another agent giving a
prospective purchaser a tour of an open house or other property)
(C.A.R. Form LPRBC, 6/24)

Property address ("Property"): _____
Real estate agent ("Agent"): _____ Real estate broker ("Broker"): _____
Prospective Visitor ("Visitor"): _____
Date: _____

1. **BROKER RIGHT TO REPRESENT VISITOR:** Visitor grants **Broker the non-exclusive right** to represent Visitor in acquiring the Property.

A. FOR VISITORS ATTENDING AN OPEN HOUSE WITHOUT REPRESENTATION:

- (1) You are not required to sign a representation agreement to see this Property at an open house.
- (2) If you have already signed a representation agreement with another broker, you should inform the agent holding the open house of the name of the other broker.
- (3) If at this time you do not want the agent holding the open house to represent you, then you should not sign this form, and you should read and understand an open house non-agency disclosure.
- (4) If you have already signed a representation agreement with another broker, and you sign this form, you may be obligated to pay two different brokers if you purchase this Property.

OR B. ☐ FOR VISITORS TOURING ONE OR MORE PROPERTIES WITH AGENT:

- (1) If you have already signed a representation agreement with another broker, you should inform Agent of the name of the other broker.
- (2) If you have already signed a representation agreement with another broker, and you sign this form, you may be obligated to pay two different brokers if you purchase the Property or any of the properties identified below.
- (3) Property means the Property at the top of this page and any of the following properties:

- _____ (property address)
- _____ (property address)

C. FOR ALL VISITORS: Visitor has not (or ☐ has) entered into a representation agreement with another real estate broker that would apply to the Property. If "has" is checked, Agent should review that agreement before signing this form.

2. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 2 pages. Visitor is advised to read both pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A	Representation Period	Beginning on the date signed below AND Ending (not to exceed 30) Days later at 11:59 PM OR upon completion of a resulting transaction, whichever occurs first.



What if ...
potential buyer is willing to
work with you for a few
showings only



- Use new form LPRBC
 - For open house property only
 - For no more than 3 properties
- Ask if visitor already has an agent or has already signed an agreement
- Non-exclusive representation only
- No more than 30-day representation period

TERMS OF REPRESENTATION: The items in this paragraph are contractual terms of the Agreement. Refer to paragraphs provide further explanation. This form is 2 pages. Visitor is advised to read both pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A		Representation Period	Beginning on the date signed below AND Ending _____ (not to exceed 30) Days later at 11:59 PM OR upon completion of a resulting transaction, whichever occurs first.
B		Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Visitor and Broker (real estate commissions include all compensation and fees to Broker).	
B(1)	3	Amount of Compensation	_____ percent of the acquisition price AND <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> \$ _____.
B(2)	3C-D	Payments from Third Parties	Shall be credited against Visitor's obligation to pay Broker. If Broker has an agreement with the seller: (i) Broker is entitled to receive the amount specified in that agreement for "Seller's Broker" without a credit to Visitor; and (ii) Visitor will receive a credit for any amount that seller authorized Broker to pay any buyer's broker.
C		Other Terms	_____ _____ _____

3. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Visitor and Broker (real estate commissions include all compensation and fees to Broker).

A. ADVISORY: Visitor has been advised that how much a broker is compensated, and who compensates the broker, is negotiable.

Address:

Date:

BROKER RIGHT TO COMPENSATION: Broker shall be entitled to compensation specified in **paragraph 2B(1)** from Visitor if during the Representation Period, or any extension thereafter, Visitor is shown the Property by Broker and Visitor enters into an agreement to purchase, lease, or otherwise acquire the Property, and the seller thereafter completes the transaction or is prevented from doing so by default of Visitor. Compensation is payable:

(1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from an agreement for Property closes during or after the expiration of the Representation Period.

(2) If acquisition is prevented by default of Visitor.

(3) **Payment through Escrow:** Visitor hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Visitor's funds in escrow. Visitor agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Visitor and a seller or other transferor.

C. ACCOUNTING FOR PAYMENTS TO BROKER BY OTHERS: Except as specified in **paragraph 2B(2)**, if anyone other than Visitor compensates Broker for services covered by this Agreement in representing Visitor the amount of compensation shall be credited against Visitor's obligation to pay Broker.

D. THIRD-PARTY PAYMENTS LESS THAN VISITOR COMPENSATION OBLIGATION: If Visitor owes Broker compensation, after first deducting payments due to Broker from third parties, Broker and Visitor should discuss the potential benefits and detriments of including a term in Visitor's offer obligating Seller to pay Broker, directly or through escrow, for any compensation that Visitor owes Broker.

E. DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:

(1) Broker, at the earliest practical time prior to writing an offer on the Property, will disclose to Visitor the amount of compensation Broker expects to receive from a third-party on the Property.

(2) Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Visitor.

(3) If the third-party does not pay as anticipated, and the third party has contractually agreed with Visitor to pay all or part of Broker's compensation, Visitor assigns to Broker any rights Visitor has to pursue the third party for such compensation.

4. CANCELLATION OF REPRESENTATION AGREEMENT: Either Visitor or Broker may cancel this Agreement by giving written notice. However, Broker is nonetheless entitled to the compensation specified in **paragraph 2B** if, during the representation period specified in **paragraph 2A**, Visitor enters into an agreement to purchase, lease, or otherwise acquire the Property, and the seller thereafter completes the transaction or is prevented from doing so by default of Visitor. Visitor is advised to notify any other broker of Broker's rights under this Agreement.

5. AGENCY RELATIONSHIPS:

A. DISCLOSURE: Broker will provide Visitor with a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD) as soon as practicable prior to writing an offer.

B. POSSIBLE DUAL AGENCY WITH SELLER: Broker will represent Visitor in any resulting transaction. Broker may act as an agent for both Visitor and a seller. Broker, in writing, shall confirm the agency relationship with only Visitor, or both Visitor and Seller, prior to or concurrent with Visitor's execution of a contract to acquire a Property. Visitor acknowledges and consents to Broker, including agents in Broker's firm, representing other prospective buyers for the Property.

6. BROKER AUTHORIZATIONS AND OBLIGATIONS: Broker is authorized to diligently represent Visitor in any resulting transaction for the Property entered into during the Representation Period. If the Property contains residential property with one to four dwelling units, Broker will perform a reasonably competent and diligent visual inspection of the accessible areas of the Property.

7. VISITOR OBLIGATIONS: Visitor will act timely and in good faith to communicate and cooperate with Broker regarding any material issues or factors in any resulting transaction during the representation period. If requested, Visitor shall provide relevant personal and financial information.

Visitor acknowledges that Visitor has read, understands, received a copy of and agrees to the terms of this Agreement.

VISITOR SIGNATURE(S):

Visitor _____ Date: _____

Visitor _____ Date: _____

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ Lic# _____

Address _____ City _____ State _____ Zip _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ Lic# _____

OF REALTORS®



DISCLOSURE AND MODIFICATION TO LISTING AGREEMENT

(Intended for use with a RLA revised 12/23 or earlier)

(C.A.R. Form DM-LA, 6/24)

_____, ("Broker")
and _____ ("Seller"),
entered into a listing agreement, dated _____, for the real property, or manufactured home described as:
_____,
commencing _____ (date) and expiring _____ (date).

1. DISCLOSURE:

A. OFFERING COMPENSATION TO BROKERS REPRESENTING BUYERS THROUGH THE MULTIPLE LISTING SERVICE:

You, Seller, authorized me as your broker to use the MLS to offer compensation to brokers who represent buyers who purchase your property. The amount paid to the broker representing the buyer will come from the total compensation that you, Seller, agreed to pay my brokerage. The National Association of REALTORS® has entered into a nationwide settlement agreement to resolve a class-action lawsuit ("NAR Settlement"). One of the terms of the NAR Settlement is that the Multiple Listing Service ("MLS") will no longer be used for listing brokers to make offers of compensation to brokers representing buyers. The MLS may still be used to expose your property to the maximum number of prospective buyers. The NAR Settlement is expected to take effect sometime in August 2024, but some local MLSs may implement the prohibition sooner. Until the MLS in which your property is marketed for sale makes a change, the offer of compensation will remain in the MLS. Once the MLS changes its rules to prohibit offers of compensation, your brokerage may offer compensation to buyer's brokers through other methods of communication.

B. NEED TO MODIFY THE LISTING AGREEMENT:

Seller and Broker agree it is mutually beneficial to modify the listing agreement to allow your property to be exposed to as many buyers as possible once the MLS changes to reflect the NAR Settlement.

2. MODIFICATION OF LISTING AGREEMENT:

Broker agrees to notify Seller once the MLS will no longer be able to be used to offer compensation to buyer's brokers. Broker also agrees to notify Seller of the method and means it will use to offer compensation to buyer's brokers when that event occurs. Broker agrees to use reasonable efforts, consistent with the NAR Settlement, to continue to market Seller's property, and offer compensation to buyer's brokers, to the maximum extent reasonably practicable. Seller agrees that the Listing Agreement term authorizing Broker to "cooperate with and compensate brokers participating through" the MLS will no longer be in effect as of the date the MLS prohibits such offers of compensation. Seller also agrees that Broker's reasonable efforts in place of the MLS offer of compensation will satisfy Broker's obligations under the listing agreement.

3. All other terms of the Listing Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand, have received a copy of, and agree to this Disclosure Regarding and Modification to Listing Agreement.

Seller _____ Date _____
Seller _____ Date _____

Real Estate Broker (Firm) _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

What if ...

You already have a listing that has not expired or sold

- Can keep in MLS until earlier of settlement implementation or MLS changes
- Notify seller how you will offer compensation
- Get this form, DM-LA signed before either implementation date



**DISCLOSURE AND MODIFICATION TO BUYER
REPRESENTATION AGREEMENT**
(Intended for use with a BRBC revised 12/22 or earlier)
(C.A.R. Form DM-BR, 6/24)

_____, ("Broker")
and _____ ("Buyer"),
entered into a Buyer Representation, dated _____, for the real property, or manufactured home described as stated
therein, commencing _____ (date) and expiring _____ (date).

1. DISCLOSURE:

A. COMPENSATION TO BUYER'S BROKERS: You, Buyer, authorized me as your broker to represent you and to be compensated under the terms of the Buyer Representation and Broker Compensation Agreement, or other agreement ("Buyer Representation Agreement"). The National Association of REALTORS® has entered into a nationwide settlement agreement to resolve a class-action lawsuit ("NAR Settlement"). One of the terms of the NAR Settlement is that the Multiple Listing Service ("MLS") will no longer be used for listing brokers to make offers of compensation to brokers representing buyers. Additionally, the NAR Settlement requires the Buyer Representation Agreement to state a definite compensation, and the buyer's broker is prohibited from receiving an amount higher than what is in the Buyer Representation Agreement unless amended by mutual agreement. The NAR Settlement is expected to take effect sometime in August 2024, but some local MLSs may implement the prohibition sooner. Until the MLS in which the property you purchase makes a change, there may be an offer of compensation in the MLS. Once the MLS changes its rules to prohibit offers of compensation, your brokerage may still receive compensation from the Listing Broker, but any offer coming from the Listing Broker will not be communicated through the MLS.

B. NEED TO MODIFY THE BUYER REPRESENTATION: Many Buyer Representation Agreements have provisions to allow a buyer's broker to be compensated from the seller's broker, whether through the MLS or separate agreement. Additionally, there may be provisions that allow the buyer's broker to receive what the seller's broker is offering, even if more than what the buyer is obligated to pay. Buyer and Broker agree it is mutually beneficial to modify the Buyer Representation Agreement to reflect the NAR Settlement.

2. MODIFICATION OF BUYER REPRESENTATION AGREEMENT: Broker agrees to notify Buyer once the MLS can no longer be used to offer compensation to buyer's brokers. Buyer and Broker agree that Broker retains the right to be compensated from a seller's broker provided such compensation is disclosed to Buyer and does not exceed Buyer's obligation pursuant to the Buyer Representation Agreement. Buyer and Broker agree that once the MLS prohibits offers of compensation: **(i) Any Buyer Representation Agreement term allowing Broker to retain any excess compensation offered by a third party shall be unenforceable; and (ii) If the Buyer Representation Agreement provides that some or all of any excess compensation shall be paid to Buyer, Buyer understands that since Broker may not collect any compensation in excess of the amount Buyer is required to pay, there will be no excess funds to be paid to Buyer.**

3. All other terms of the Buyer Representation Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand, have received a copy of, and agree to this Disclosure and Modification to Buyer Representation Agreement.

What if ...

You already have a BRBC that has not expired and buyer has not bought before commission field removed from MLS?

- Can no longer accept more than what is agreed to in BRBC.
 - May want to cancel and get updated BRBC
 - At least use DM-BR
 - Use MT-BR to alter compensation if necessary
- As of 1/1/25 no representation period longer than 3 months



MODIFICATION OF TERMS - LISTING AGREEMENT
(C.A.R. Form MT-LA, Revised 6/24)

The Listing Agreement dated _____, between _____ ("Broker")
and _____ ("Principal"),
regarding the real property, manufactured home or business described as _____
is modified as follows:

PRICE: The listing price, price range, lease or rental amount shall be changed to: _____
Dollars (\$ _____)

EXPIRATION DATE: The expiration date is changed to: _____.

NOTE: If the listing agreement is an exclusive agreement for the acquisition of residential property improved with one to four units, the renewal may not last longer than 12 months. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file the listing agreement, or a memorandum or notice thereof, with the county recorder.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

COMPENSATION: The amount of compensation is changed as follows: _____.

OTHER: _____

MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Modification of Terms on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Modification of Terms, in writing, within **5 Days** after its execution.

All other terms of the Listing Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand and received a copy of this Modification of Terms - Listing Agreement.

Principal _____ Date _____

Principal _____ Date _____

Real Estate Broker (Firm) _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

What if ...
You need to extend or
modify a listing agreement

- Use new form MT-LA (replaces MT)
- Pre-printed options to change price, expiration, compensation
- Requires management approval just like listing



MODIFICATION OF TERMS - BUYER REPRESENTATION AGREEMENT
(C.A.R. Form MT-BR, Revised 6/24)

The Buyer Representation Agreement dated _____, between _____ ("Broker") and _____ ("Principal") is modified as follows:

EXPIRATION DATE: The expiration date is changed to: _____.

NOTE: Any renewal of a buyer-broker agreement may not last longer than 3 months from the date of this Modification, unless Buyer is a corporation, LLC or partnership. Agreements exceeding the maximum allowed are void.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

COMPENSATION: The amount of compensation is changed as follows: _____.

OTHER: _____

MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Modification of Terms on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Modification of Terms, in writing, within **5 Days** after its execution.

All other terms of the Buyer Representation Agreement as applicable, remain in full force and effect, except as modified herein.

What if ...
You need to extend or modify a buyer representation agreement

- Use new form MT-BR (replaces MT)
- Pre-printed options to change expiration, compensation
- Requires management approval just like BRBC

Broker Compensation Compliance

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Real estate broker and agent practice changes are coming or may already be in place. This site will help you, the REALTOR®, with answers to your questions, and allow you to be prepared to answer questions from your seller or buyer client, or other agents in the field. The focus will not be on the reasons for the changes, but rather how you can comply and compete in the new real estate marketplace.

TRAINING

Cost-Related Training

- [RLA and Related Forms \(via Zoom\)](#)

Thursday, May 23, 2024 | 10:00 a.m. to 11:00 a.m.

Free Training

- [Legal Live Webinars](#)

- [BRBC and Related Forms \(via Zoom\)](#)

Tuesday, May 28, 2024 | 10:00 A.M. - 11:00 A.M.

(Free to C.A.R. Members with code: [buyrep25](#))

TOPIC TOOLS AND TIPS

Video Soundbites

- [coming soon](#)

Print Soundbites

- [Quick Guides](#)

- [The BRBC: Exclusive or Non-Exclusive?](#)

(Must be signed in to access)

- [The BRBC: Scope of Representation](#)

(Must be signed in to access)

- [The BRBC: How Do Buyer Brokers Get Compensated?](#)

(Must be signed in to access)

- [4 Things to Know About the New Broker Compensation Advisory Form](#)

(Must be signed in to access)

- [C.A.R. Commonly Asked Questions](#)

(Must be signed in to access)

Print, Comprehensive

- [Legal Q&As](#)

Video, Comprehensive

- [C.A.R.'s YouTube Channel](#)

FORMS

- [Seller side:](#)

[RLA](#), [BCA](#), [CBC](#), [DM-LA](#), [MT-LA](#), [OHNA](#), [LPRBC](#).

[June 2024 Forms Release](#)

- [Buyer side:](#)

[BRBC](#), [BCA](#), [BIPP](#), [BPPI](#), [ABCD](#), [NBIP](#), [SPBB](#), [COBR](#), [DM-BR](#),

[MT-BR](#), [LPRBC](#), [June 2024 Forms Release](#)

ADDITIONAL RESOURCES

- [Home | SMART ZONE](#) | Your one-stop shop to navigate the California real estate market.

([smartzonecar.org](#))

- [The NAR Settlement Hot Topics FAQ](#)

(must be signed in to access)

- [New compliance page \(coming soon\)](#)

Time for
Questions!