

# NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Designated Agency)

1 **Broker/Firm:** \_\_\_\_\_  
2 **Address of Firm:** \_\_\_\_\_  
3 **Buyer:** \_\_\_\_\_

## 4 **1. TERM.**

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt  
6 and sufficiency of which is hereby acknowledged, the undersigned

7 \_\_\_\_\_ ("Client" or "Buyer") hereby employs  
8 the Firm/Broker of \_\_\_\_\_ ("Broker"), as  
9 Client's non-exclusive agent to locate property for Client's purchase, lease, exchange or option (collectively "Purchase")  
10 during the term of this agreement, and to advocate the Client's best interests in the negotiation of terms and conditions of  
11 any such Purchase. This Buyer Representation Agreement ("Agreement") begins on this date and terminates at 11:59 p.m.,  
12 local time, on \_\_\_\_\_, \_\_\_\_\_, or at the closing of any Purchase under this Agreement, if such  
13 occurs earlier.

## 14 **2. TYPE OF PROPERTY SOUGHT BY CLIENT.**

15 **A. General Description, Size and Location:** \_\_\_\_\_  
16 \_\_\_\_\_

17 **B. Price Range & Terms:** \_\_\_\_\_

18 **C. Sources to be Searched for Property:** \_\_\_\_\_  
19 \_\_\_\_\_

20 **D. Other Terms/Conditions:** \_\_\_\_\_

21 **E. Properties Specifically Exempted from this Agreement:** \_\_\_\_\_  
22 \_\_\_\_\_

## 23 **3. CLIENT DUTIES.**

24 Buyer agrees:

25 **A.** To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client's  
26 ability to Purchase.

27 **B.** That he/she is not under an exclusive right to buy contract or exclusive buyer's representation agreement with any  
28 other agent at this time.

29 **C.** To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller's agent, the payment of which will be  
30 fully disclosed to Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an  
31 unlisted property, Client agrees to pay Broker a total of \$ \_\_\_\_\_ or \_\_\_\_\_% compensation based  
32 on the total sale price of any properties achieved through the efforts of Broker. In the event that Buyer leases a  
33 property in lieu of purchase, the Buyer agrees to pay Broker a total of \$ \_\_\_\_\_ in compensation unless  
34 otherwise stated herein. In the event that the amount of any cooperating compensation paid by Seller or Seller's  
35 broker is less than the amount listed above, Buyer agrees to pay Broker the difference at closing. Broker's fee is  
36 earned at the signing by both parties of an agreement to purchase, lease, exchange or the exercise of an option for  
37 any property(ies) as described above through the efforts of Broker and is due at the closing of any such transaction  
38 or upon possession of property unless otherwise stated herein.. In the event that Buyer defaults on performance of a  
39 valid contract for sale, lease, exchange or exercised option, Broker's fee will be due on the date of default. Buyer  
40 agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs  
41 in enforcing any of Buyer's obligations to pay compensation under this Agreement. The parties hereby agree that all  
42 remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the  
43 event of a dispute. **NOTICE:** Real estate fees are not fixed by law. They are set by each broker individually and



are negotiable between Client and Broker. The payment of any fee by Seller will not make Broker either the Agent or Subagent of the Seller.

D. **Carry-Over Clause.** Should the Buyer contract to sell or exchange, or contract to lease a property within \_\_\_\_\_ days after the expiration of this Agreement to any Seller/Landlord (or anyone acting on Seller's/Landlord's behalf) who has been introduced to the property, directly or indirectly by the Broker, during the term hereof, as extended, the Buyer agrees to pay the compensation as set forth below. This carry-over clause shall not apply if the Buyer is subject to a buyer's representation agreement with another licensed real estate broker at the time of such contract.

E. That he/she has reviewed this Agreement and agrees with the terms herein.

#### 4. AGENCY

##### A. Definitions

###### 1. Broker:

In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees, including but not limited to the Designated Agent.

###### 2. Designated Agent for the Buyer:

The individual licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a Seller of a prospective property, the Designated Agent for the Buyer will continue to work as an advocate for the best interests of the Buyer. An agency relationship, by law, can only be established by a written agency agreement.

###### 3. Facilitator/Transaction Broker (not an agent for either party):

The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.

###### 4. Dual agency:

The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

###### 5. Adverse Facts:

"Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.

###### 6. Confidentiality:

By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the licensee to that other party. Buyer understands that there is a possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

##### B. Duties owed to all Parties to a Transaction.

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information that the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed;



4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. (A) To refrain from engaging in self-dealing or act on behalf of Licensee's immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and  
(B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referrals, other than referrals to other Licensees to provide real estate services, without timely disclosing to the party who receives the referral, the Licensee's interest in such referral or the fact that a referral fee may be received.

**C. Duties Owed to Client.**

**In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an agent or Designated Agent in a transaction:**

1. Obey all lawful instructions of the Client when such instructions are within the scope of this agency agreement between the Licensee and the Buyer/Client; and
2. Be loyal to the interests of the Client. A Licensee must place the interests of the Client before all others in negotiation of a transaction and in other activities, except where such loyalty duty would violate Licensee's duties to a customer in the transaction;
3. Unless the following duties are specifically and individually waived in writing by a Client, Licensee shall assist the Client by:
  - A. Scheduling all property showings on behalf of the Client;
  - B. Receiving all offers and counter offers and forwarding them promptly to the Client;
  - C. Answering any questions that the Client may have in negotiation of a successful purchase within the scope of the Licensee's expertise; and
  - D. Advising the Client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon Waiver of any of the above duties listed under subparagraph 4.C.3., the Client may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

**D. Buyer's Authorizations.**

1. **Appointment of Designated Agent.** Buyer hereby authorizes Managing Broker to appoint the Selling Licensee as Designated Agent for the Buyer, to the exclusion of any other licensees associated with Broker. A Designated Agent for the Buyer can and will continue to advocate Buyer's interests in a transaction even if a Designated Agent for the Seller (other than the Licensee listed below) is also associated with Broker. The Managing Broker hereby appoints \_\_\_\_\_ to be the Designated Agent for the Buyer in this transaction.
2. **Appointment of Subsequent Designated Agent.** Buyer hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the Licensee named above, as Designated Agent for the Buyer, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.
3. **Default to Facilitator in the event that both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Buyer and a prospective Seller*, immediately notifying (verbally) the Buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and will not be an advocate for either the Buyer or any prospective Sellers.



146           **4. Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this  
147           Facilitator status will only be temporary. The Facilitator status will only last until any transaction or  
148           contemplated transaction in which the parties are all represented by the same Facilitator is resolved (either  
149           because the transaction is closed or the transaction or contemplated transaction is terminated or not accepted  
150           and no further negotiations occur between the parties). At that time, the Agent will immediately revert back to  
151           Designated Agency status for the Buyer.

152           **5. CONFIDENTIALITY.**

153           Information which the Buyer authorizes Broker and his affiliated Licensees to disclose which might otherwise be  
154           confidential: \_\_\_\_\_  
155           \_\_\_\_\_  
156           \_\_\_\_\_

157           **6. EARNEST MONEY.**

158           Broker is authorized to accept a deposit of earnest money to be applied to the purchase price for a property. Such deposit  
159           is to be held by Broker in an escrow account or forwarded to party authorized to hold said funds as set forth in an  
160           executed contract for purchase, lease, exchange or option agreement until disbursed in accordance with the terms of said  
161           agreement.

162           **7. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

163           Buyer acknowledges and agrees that Broker and Designated Agent:

- 164           A. May show the same properties to other prospective buyers;
- 165           B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection;  
166           hazardous or toxic materials; square footage; acreage; the availability and cost of utilities or community  
167           amenities; conditions existing off a property which may affect said property; uses and zoning of a property;  
168           termites and wood destroying organisms; building products and construction techniques; the tax or legal  
169           consequences of a contemplated transaction; matters relating to financing; etc. Buyer is hereby advised to seek  
170           independent expert advice on any of these or other matters which are of concern to Buyer;
- 171           C. Shall owe no duties to Buyer nor have any authority to act on behalf of Buyer other than what is set forth in this  
172           Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended and the  
173           Tennessee Real Estate Commission Rules; and
- 174           D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

175           **8. EXPERT ASSISTANCE.**

176           While Broker and the Licensees associated with Broker have considerable general knowledge, they are not experts in  
177           matters of law, tax, financing, square footage, home inspections, wood destroying organisms, surveying, structural  
178           conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance  
179           and advice in these and other areas of professional expertise as needed. Names or sources provided to Client for such  
180           advice or assistance are not warranted or guaranteed by the Broker or the licensees associated with Broker.

181           **9. OTHER PROVISIONS.**

182           **A. Binding Effect, Entire Agreement, Modification, and Assignment.**

183           This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal  
184           representatives and permitted assigns. This Agreement may only be assigned with the written consent of both  
185           parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of  
186           this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation,  
187           promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall  
188           fulfill all the terms and conditions of this Agreement.

189           **B. Governing Law and Venue.**

190           This Agreement is intended as a contract for buyer's agency representation and shall be governed by and interpreted  
191           in accordance with the laws and in the courts of the state of Tennessee.

192           **C. Terminology.**

193           As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns  
194           shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the  
195           feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar  
196           day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined  
197           by the location of the Firm. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday,



the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

#### D. Severability.

If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

### E. Fair Housing.

Broker and Designated Agent shall provide services without regard to race, color, religion, sex, handicap, familial status, national origin, or sexual orientation. A request to observe discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

**10. LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE CONCERNING THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF THIS AGREEMENT.

**11. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

[illegible]

**12. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

254  
255  
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260

The party(ies) below have signed and acknowledge receipt of a copy.

\_\_\_\_\_  
**BY: Broker or Licensee Authorized by Broker**

\_\_\_\_\_  
**BROKER/FIRM**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print/Type Name

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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The party(ies) below have signed and acknowledge receipt of a copy.

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Date

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

\_\_\_\_\_ (W) Email: \_\_\_\_\_

\_\_\_\_\_ (W) Email: \_\_\_\_\_

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