

**CONTRACT FOR NON-EXCLUSIVE  
RIGHT TO REPRESENT BUYER**

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- 1. Date \_\_\_\_\_
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3. \_\_\_\_\_ ("Buyer") gives  
4. \_\_\_\_\_ Buyer's Broker

(Real Estate Broker)

5. ("Broker") the non-exclusive right to locate and/or to assist in negotiations for the purchase, exchange, or option to purchase ("Purchase"),  
6. property at a price and with terms acceptable to Buyer. This Agreement starts on \_\_\_\_\_, 20\_\_\_\_ and ends at  
7. 11:59 P.M. on \_\_\_\_\_, 20 \_\_\_\_ . This Agreement may be cancelled by written mutual agreement of the parties.

8. **Non-exclusive representation means that Buyer has the right to contract with other brokers for representation in the Purchase of  
9. property during the term of this Agreement.**

10. **BROKER'S OBLIGATION:** The Broker will:

- 11. 1. Make a reasonable effort to locate property acceptable to the Buyer.
- 12. 2. Use professional knowledge and skills to assist in negotiations for the Purchase of property.
- 13. 3. Assist Buyer throughout the transaction.
- 14. 4. Act in the Buyer's best interest at all times.
- 15. 5. Comply with all applicable fair housing and non-discrimination regulations.

16. **BUYER'S OBLIGATION:** The Buyer will:

- 17. 1. Work with the Broker for the Purchase of property.
- 18. 2. Provide Broker with accurate and relevant personal financial information to determine Buyer's ability to Purchase property.
- 19. 3. Cooperate with the Broker in finding a property to Purchase. After a purchase agreement has been accepted by the Seller,  
20. Buyer is legally obligated to Purchase the property. If Buyer refuses to close the Purchase for any reason other than the  
21. failure of the Seller to perform, subject to relevant contingencies, Buyer will pay Broker all compensation due under this Agreement.

22. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY  
23. SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

24. **COMPENSATION:** (fill in all blanks)

- 25. 1. Buyer will pay Broker a retainer fee of \$ \_\_\_\_\_ when Buyer signs this Agreement. Broker will keep this fee even if Buyer does not  
26. Purchase property. The retainer paid will apply toward satisfaction of the Buyer's obligation to compensate Broker.
- 27. 2. Buyer will pay Broker a commission of \_\_\_\_\_ % of the purchase price of the property or \$ \_\_\_\_\_, whichever is  
28. greater, when Buyer closes the Purchase, if:  
29. A: Buyer Purchases or agrees to Purchase a property before the end of this Agreement, with the assistance of the Broker or Broker's salesperson; or  
30. B: Within \_\_\_\_\_ days (not to exceed 180 days) after the end of this Agreement, Buyer Purchases property which either Broker or  
31. Broker's salesperson has physically shown Buyer or in which Buyer has made an affirmative showing of interest to Broker or  
32. Broker's salesperson before the end of this Agreement, so long as Broker has identified this property on a written list Broker gives  
33. to Buyer within 72 hours after the end of this Agreement.

34. The Broker is authorized to negotiate and receive compensation paid by the Seller if Broker tells Buyer in writing before Buyer signs an offer to Purchase  
35. the property. Any compensation accepted by Broker from the Seller **WILL / WILL NOT** reduce any obligation of Buyer to pay the compensation.

-----*(circle one)*-----

36. Buyer will not be obligated to compensate Broker if upon expiration of this Agreement Buyer has entered into another valid Contract for  
37. Exclusive or Non-Exclusive Right to Represent Buyer, pursuant to which Buyer is obligated to compensate another broker for Purchase of real property.

38. **CAUTION: BUYER'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF COMPENSATION BY SELLERS AND MAY  
39. THEREFORE OBLIGATE BUYER TO PAYING ALL OR PART OF THE COMPENSATION IN CASH AT CLOSING. FOR EXAMPLE: THE  
40. ACT OF GOING THROUGH AN OPEN HOUSE UNACCOMPANIED BY YOUR BROKER OR BROKER'S SALESPERSON OR SIGNING  
41. A PURCHASE AGREEMENT THROUGH ANOTHER BROKER OR WITH OWNER (FOR SALE BY OWNER), MAY REQUIRE YOUR  
42. PAYMENT OF THE FULL COMPENSATION TO YOUR BROKER.**

43. **OTHER POTENTIAL BUYERS:** The Broker may represent or work with other potential buyers for the same property before, during and  
44. after the expiration of this Agreement. Other potential buyers may consider, make offers or Purchase through Broker the same or similar  
45. properties as Buyer is seeking to acquire.

46. **PREVIOUS AGENCY RELATIONSHIPS:** The Broker and Agent may have had a previous agency relationship with a seller of a property  
47. the Buyer is interested in purchasing. Buyer acknowledges that Buyer's Broker or Agent is legally required to keep information regarding  
48. the ultimate price and terms the seller would accept and the motivation for selling confidential, if known.

49. **PRIVATE INSPECTION/WARRANTY:** The Broker recommends that the Buyer obtain a private home inspection to satisfy himself/herself  
50. with the physical condition of the property. Furthermore, there are warranty programs available for some properties which the Buyer may  
51. wish to investigate prior to a purchase of any specific property.

52. **ADDITIONAL COSTS:** Buyer acknowledges that the Buyer may be required to pay certain closing costs, which may effectively  
53. increase the cash outlay at closing.

54. **GENERAL NATURE OF PROPERTY** (including the following property types: existing, new construction, or to-be-built): (Check all that apply)

- 55.  Residential/Personal  Residential / Investment  Commercial / Industrial  Recreation  Farm  Vacant Land

56. **OTHER:** \_\_\_\_\_

57. \_\_\_\_\_ **Buyer(s) has had the opportunity to review page two of this Agreement.**

(Initial)

58. **AGENCY REPRESENTATION:** If you choose to purchase a property listed by Broker, a dual agency will be created. This means that Broker will  
59. represent both you and the Seller(s), and owe the same duties to the Seller(s) that Broker owes to you. This conflict of interest will prohibit Broker  
60. from advocating exclusively on your behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, you  
61. will need to agree that confidential information about price, terms, and motivation will still be kept confidential unless you instruct Broker in writing  
62. to disclose specific information about you. All other information will be shared. Broker cannot act as a dual agent unless both you and the Seller(s)  
63. agree to it. By agreeing to a possible dual agency, you will be giving up the right to exclusive representation in an in-house transaction. However,  
64. if you should decide not to agree to a possible dual agency, and you want Broker to represent you, you may give up the opportunity to purchase  
65. the properties listed by Broker.

66. **Buyer's Instructions to Broker:**

67. \_\_\_\_\_ Buyer(s) will agree to a dual agency representation and will consider properties listed by Broker.

68. \_\_\_\_\_ Buyer(s) will not agree to a dual agency representation and will not consider properties listed by Broker.

69. Broker: \_\_\_\_\_ Buyer: \_\_\_\_\_

70. By: \_\_\_\_\_

(Salesperson)

71. Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

72. \_\_\_\_\_ (Broker) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

73. \_\_\_\_\_ (Social Security Number)

74. (By) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

75. \_\_\_\_\_ (Social Security Number)

76. \_\_\_\_\_ (Address) \_\_\_\_\_ (Address)

77. \_\_\_\_\_ (Phone) \_\_\_\_\_ (Phone)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL**

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81. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION**

82. Information regarding the predatory offender registry and persons registered with the predatory offender registry under Minnesota  
83. Statutes, section 243.166, may be obtained by contacting the local law enforcement offices in the community where the property is  
84. located, or the Minnesota Department of Corrections at (651) 642-0200, or from the Department of Corrections web site at  
85. [www.corr.state.mn.us](http://www.corr.state.mn.us).

86. **ADDITIONAL NOTICES AND TERMS**

87. If either Buyer or Broker brings an action for enforcement of this Agreement, the prevailing party in such action shall be entitled to  
88. recover all costs and expenses including all reasonable attorneys' fees and court costs.