

1 **BUYER REPRESENTATION AGREEMENT FOR RESIDENTIAL PROPERTY**

2 (This is a legally binding contract; if not understood, seek competent advice before signing.)

3  
4 **This Buyer Representation Agreement (“Agreement”) is by and between:**  
5 \_\_\_\_\_, **the “Buyer”, and** \_\_\_\_\_, **the**  
6 **“Broker”.**

7  
8 **1. RIGHT TO REPRESENT.** Buyer grants the Broker the **exclusive** right to represent Buyer in connection with  
9 the Purchase of Property (defined below) in the following parish (or parishes):

10 \_\_\_\_\_  
11 Property shall be any Property located in Louisiana if no parish is specified above.

12  
13 **2. EXCLUSIVE AGREEMENT.** This is an “Exclusive Agreement.” Broker will be the only broker who will  
14 represent the Buyer in the Purchase of Property. Buyer confirms that Buyer has not entered into any other  
15 agreement with another broker, agent or real estate professional for the same or similar purposes as those  
16 set forth in this Agreement. Buyer acknowledges that entering into more than one such agreement could  
17 result in Buyer being liable to pay multiple brokers. Buyer shall inform other brokers, agents, salespersons,  
18 and sellers with whom Buyer may have contact that Broker exclusively represents Buyer in connection with  
19 the Purchase of the Property and other purposes set forth herein, and shall direct all such persons to  
20 communicate with Broker. Buyer acknowledges that this Agreement does not limit or restrict Broker’s ability  
21 to provide Brokerage Services to others.

22  
23 **3. AGENCY.** All parties acknowledge and agree that this Agreement creates an agency relationship between  
24 the Buyer and Broker pursuant to applicable Louisiana law (La. R.S. 9:3891, et. seq.), whereby the Broker  
25 owes the Buyer certain duties pursuant to such applicable laws and this Agreement. Information about this  
26 relationship is in the agency disclosure form or informational pamphlet published by the Louisiana Real  
27 Estate Commission and by law Broker is required to provide this form or pamphlet to the Buyer for the Buyer’s  
28 signature.

29  
30 **4. DESIGNATED AGENT.**

- 31 A. **Designated Agent.** Broker designates, and Buyer accepts, \_\_\_\_\_ as  
32 “Designated Agent” as that term and duties are defined by and set forth in La. R.S. 9:3891, et. seq.  
33 B. **Substitute.** Broker may appoint a substitute Designated Agent for Buyer as Broker determines  
34 necessary and if so, Buyer will be notified of this change in writing within a reasonable timeframe.  
35 C. **Ministerial Acts.** A staff member, employee, or independent contractor of Broker may perform  
36 ministerial acts to support or assist the Buyer or Designated Agent on the Buyer’s behalf and the  
37 performance of such acts does not make any such person the designated agent of the Buyer.

38  
39 **5. DEFINITIONS.** For purposes of this Agreement, the following terms shall include and be assigned the  
40 following meaning:

- 41 A. **“Broker”:** shall mean both the above-named Sponsoring Broker and Designated Agent (if any), unless  
42 the context clearly dictates otherwise.  
43 B. **“Brokerage Services”:** means those services provided by Broker to Buyer pursuant to this  
44 Agreement.  
45 C. **“Buyer”:** means the person, entity (or persons or entities, collectively) who sign this Agreement as a  
46 Buyer.  
47 D. **“Professional Service Provider”:** means a person or entity that provides the Buyer with advice  
48 regarding, but not limited to, the property condition, financing, tax, title insurance, property insurance,  
49 property value, and legal matters concerning this Agreement or the matters relating to the purpose of  
50 this Agreement.

- 51 E. **“Property”**: means residential real property consisting of one, but not more than four residential  
52 dwelling units, which are buildings or structures each of which is occupied or intended for  
53 occupancy as a single-family residence. Property may be considered residential regardless of  
54 whether it’s currently utilized as, or to be utilized as, income-producing property.
- 55 F. **“Purchase”**: Acquisition by purchase, exchange, or bond for deed, or to obtain or acquire an option  
56 to purchase.
- 57 G. **“Purchase Agreement”**: means a written agreement by which the Buyer and a Seller Party negotiate  
58 and agree to the Purchase of Property.
- 59 H. **“Seller Party”**: means, collectively, the transferor (or transferors) in a Property transaction and any  
60 real estate broker, licensee, or agent acting on behalf of such transferor(s).

61  
62 **6. DUTIES OF BROKER/DESIGNATED AGENT.**

- 63 A. Broker and Designated Agent shall undertake and perform all duties required of Broker and  
64 Designated Agent pursuant to La. R.S. 9:3893 and this Agreement, including the following actions:
- 65 1. Perform the terms of this Agreement and exercise reasonable skill and performance in  
66 providing Brokerage Services to the Buyer.
  - 67 2. Use all skills and resources to locate a Property acceptable to Buyer.
  - 68 3. Draft, negotiate, and complete a written offer or Purchase Agreement on behalf of Buyer.
  - 69 4. Negotiate the Purchase of Property on terms acceptable to Buyer.
  - 70 5. Promote the best interests of the Buyer by doing the following:
    - 71 a. Seeking a transaction at a price and upon terms acceptable to Buyer.
    - 72 b. Timely presenting all offers to and from the Buyer.
    - 73 c. Timely accounting for all money and property received in which the Buyer has, may  
74 have, or should have had an interest.
- 75 B. Broker and Designated Agent shall perform all other services mutually agreed upon in writing by  
76 Buyer and Broker.
- 77 C. Broker and Designated Agent may assist the Buyer by performing “ministerial acts” as that term is  
78 defined by La. R.S. 9:3891.
- 79 D. Buyer acknowledges and agrees that Broker shall not:
- 80 1. Decide what price the Buyer should pay or any seller should accept for a Property.
  - 81 2. Guarantee the condition of any Property.
  - 82 3. Guarantee the performance, adequacy or completeness of inspections, services, products  
83 or repairs provided or made by any Seller Party or others.
  - 84 4. Have an obligation to conduct an inspection of the Property.
- 85 E. Buyer acknowledges and agrees that Broker shall not be responsible for:
- 86 1. Identifying defects on the Property.
  - 87 2. Inspecting public records or permits concerning the title or use of the Property.
  - 88 3. Identifying the location of boundary lines or other items affecting title.
  - 89 4. Verifying square footage, representations of others or information contained in disclosures,  
90 any Multiple Listing Service, advertisements, flyers or other promotional material.
  - 91 5. Providing legal or tax advice regarding any aspect of a transaction entered into by Buyer.
  - 92 6. Providing other advice or information that exceeds the knowledge, education, and experience  
93 required to perform real estate activities, as defined by La. R.S. 37:1431, in the State of  
94 Louisiana.

95  
96 **7. DUTIES OF BUYER(S).** In accordance with any applicable law and pursuant to this Agreement, Buyer  
97 agrees to:

- 98 A. Work with Broker in scheduling visits of available Properties at reasonable times and attend any  
99 scheduled visits.

- 100 B. Consider Properties selected by the Broker and negotiate in good faith to acquire any such Property
- 101 that the Buyer finds acceptable.
- 102 C. Timely comply with the reasonable requests of Broker to supply information or data necessary to
- 103 complete the Purchase of a Property.
- 104 D. Take steps to protect him/herself, including investigation, discovery, and comprehension of the
- 105 legal, practical, and technical implications of the Purchase of a Property and the transactions
- 106 contemplated by this Agreement, and the facts and circumstances that may be discovered by
- 107 Buyer or disclosed to Buyer.
- 108 E. Carefully and fully read any other documents requested to sign throughout the Purchase of
- 109 Property and consult an attorney of the Buyer's choice to answer any questions about this
- 110 Agreement or any of these documents.
- 111 F. Seek assistance and advice from appropriate Professional Service Provider(s) selected by Buyer in
- 112 connection with the due diligence and investigation of the Property and the potential Purchase,
- 113 such as construction, insurance, surveys, titles, inspections, appraisals, finance, mold or
- 114 hazardous substances, termites, insects, law, or any other matter of concern to Buyer.
- 115

116 **8. BROKER COMPENSATION.**

117 A. Buyer agrees to pay "Compensation" to Broker as provided below as follows (complete all that

118 apply):

- 120 1. Percentage of the gross purchase price of Purchased Property: \_\_\_\_\_%
- 121 2. Flat Fee: \_\_\_\_\_(dollars)
- 122 3. Retainer Fee: \_\_\_\_\_(dollars) due to Broker upon execution of this
- 123 Agreement, which shall be:
- 124 a. Refundable: \_\_\_\_\_
- 125 b. Non-Refundable: \_\_\_\_\_
- 126 i. If not marked, the Retainer Fee shall be non-refundable and shall NOT be returned
- 127 to Buyer.
- 128 ii. If non-refundable, the Retainer Fee shall be credited against any Compensation
- 129 owed to the Broker from the Buyer.
- 130 iii. If refundable, the following terms and conditions shall apply:
- 131 \_\_\_\_\_
- 132 \_\_\_\_\_
- 133 \_\_\_\_\_
- 134 \_\_\_\_\_

135

136 4. Other: \_\_\_\_\_

137 \_\_\_\_\_

138 \_\_\_\_\_

139 \_\_\_\_\_

140 \_\_\_\_\_

- 141 B. Buyer acknowledges and agrees that the Compensation payable to Broker is not set by law and is
- 142 fully negotiable, and that Buyer has willingly agreed to pay the Compensation set forth above to
- 143 Broker, subject to the terms and conditions of this Agreement.
- 144 C. Broker shall not receive compensation for Brokerage Services from any source that exceeds the
- 145 amount or rate agreed to in this Agreement.
- 146 D. Compensation owed to Broker shall not be reduced based on any independent efforts by Buyer to
- 147 locate, identify, negotiate, or investigate Property that is Purchased by Buyer.

- 148 E. Buyer authorizes Broker to inquire with any Seller Party to determine whether such Seller Party has  
149 authorized a payment to any broker or agent representing a buyer, such as Broker, in connection  
150 with the sale of a Property.  
151 F. Buyer may request that a Seller Party pay all, or a part, of the Compensation owed by Buyer to  
152 Broker.  
153

154 **9. RESPONSIBILITY OF BUYER TO COMPENSATE BROKER.** Buyer agrees and acknowledges that while  
155 other sources **MAY OR MAY NOT** be available to compensate Broker, it is the Buyer's responsibility to  
156 compensate the Broker according to this Agreement. If the amount of Compensation received by the  
157 Broker from any Seller Party is less than the total Compensation owed to the Broker according to this  
158 Agreement, then the Buyer shall pay the Broker the amount of Compensation owed minus the amount  
159 received from any Seller Party.  
160

161 **10. COMPENSATION EARNED AND OWED.** Buyer acknowledges and agrees that Broker has earned and  
162 is owed the Compensation set forth in this Agreement if and when any of the following occurs:

- 163 A. Buyer Purchases Property during the term of this Agreement or any extension thereof.  
164 B. Buyer Purchases Property not less than \_\_\_\_\_ (number) calendar days after the termination  
165 or expiration of this Agreement or any extension thereof and Broker or Designated Agent brought  
166 the existence and availability of the Purchased Property to the Buyer's attention during the term of  
167 the Agreement or any extension thereof. If left blank, the number of calendar days shall be one  
168 hundred eighty (180).  
169 C. Any assignee or transferee of the Buyer's rights under any Purchase Agreement, including any  
170 amendments or substitutions thereto, Purchases the Property that is the subject of such Purchase  
171 Agreement.  
172

173 **11. TERM OF AGREEMENT.**

- 174 A. **Term.** This Agreement **BEGINS** on \_\_\_\_\_ (month), \_\_\_\_ (date), \_\_\_\_\_ (year)  
175 and will **END** at 11:59 p.m. on \_\_\_\_\_ (month), \_\_\_\_ (date), \_\_\_\_\_ (year). If left  
176 blank, the Agreement will commence on the date of the last signature of Buyer or Broker set forth  
177 below and end at 11:59 p.m. one hundred and eighty (180) calendar days thereafter.  
178 B. **Automatic Extension.** Notwithstanding the foregoing, if a Purchase Agreement has been signed by  
179 Buyer and a Seller during the term of this Agreement, then the term of this Agreement shall be  
180 automatically extended through the consummation of the transactions contemplated by such  
181 Purchase Agreement or the termination or expiration of such Purchase Agreement, whichever  
182 occurs first. Buyer acknowledges that the obligation to pay Compensation shall survive termination  
183 of this Agreement, as more fully set forth herein.  
184

185 **12. TERMINATION.** Either party may terminate this Agreement at any time by providing five (5) calendar  
186 days advance written notice to the other party, however, Buyer's obligation to pay the Compensation shall  
187 survive termination of this Agreement but only to the extent that any Compensation is earned and owed  
188 under the terms of this Agreement.  
189

190 **13. DUAL AGENCY.**

- 191 A. Buyer acknowledges that Broker, Designated Agent, or a licensee sponsored by Broker may  
192 represent sellers of Property and that such a Property may be of interest to Buyer. Buyer authorizes  
193 the Broker to bring any such Property to the Buyer's attention.  
194 B. The representation of Buyer pursuant to this Agreement in connection with such a Property may  
195 result in a dual agency relationship as defined by La. R.S. 9:3891 and set forth in La. R.S. 9:3897. If  
196 a dual agency relationship exists, Broker and Designated Agent shall comply with all applicable

197 laws, rules and regulations related thereto, including disclosure requirements and the requirement  
198 that Buyer provide informed written consent to Broker's continued representation of Buyer.  
199

200 **14. PROFESSIONAL SERVICE PROVIDERS.**

- 201 A. Buyer is advised to seek appropriate advice from a Professional Service Provider regarding this  
202 Agreement, a Purchase Agreement as contemplated by this Agreement, and any Property that is or  
203 may be the subject of a Purchase Agreement as contemplated by this Agreement.  
204 B. Broker, Designated Agent, another salesperson sponsored by the Broker, or a staff member,  
205 employee, or independent contractor of the Broker (each, a "Broker Party" and collectively, the  
206 "Broker Parties") may provide the Buyer the name(s) or contact information for a Professional  
207 Service Provider(s).  
208 C. Providing this information to a Buyer shall not be an endorsement of the Professional Service  
209 Provider or a guarantee or warranty as to the quality, cost, or timeliness of the work of the  
210 Professional Service Provider.  
211 D. Buyer is advised to independently investigate all Professional Service Providers, including but not  
212 limited to those that may be identified to Buyer as set forth herein above, and consider whether the  
213 Professional Service Provider will work effectively with the Buyer.  
214 E. Buyer is under no obligation to utilize a Professional Service Provider identified to Buyer as set forth  
215 herein above.  
216

217 **15. ACKNOWLEDGMENTS.** Broker and Buyer acknowledge and agree as follows:

- 218 A. Neither Designated Agent nor Broker shall have any obligation to search out any Property beyond  
219 those that come to the attention of Broker or Designated Agent in the ordinary course of business.  
220 B. Broker or any licensee of the Broker may show a Property in which Buyer is interested to other  
221 prospective buyers.  
222 C. Broker is not responsible to monitor or supervise any portion of any construction or repairs to  
223 Property as such tasks fall outside the scope of "real estate activity" as defined by the Louisiana  
224 Real Estate Licensing Law.  
225 D. Buyer shall be responsible for complying with the duties and deadlines contained in any document  
226 or agreement entered into or executed by Buyer.  
227 E. Except when imposed by applicable law, there shall be no knowledge imputed between the Broker,  
228 Designated Agent, or between any other licensees of Broker regarding any Property in which Buyer  
229 develops an interest.  
230 F. Broker and Designated Agent are not experts with respect to construction, insurance, surveys,  
231 titles, inspections, appraisals, finance, mold or hazardous substances, termites, insects, law, or  
232 other matters and Buyer has been advised and shall seek independent expert advice relative to any  
233 of these matters, and all other matters deemed relevant by Buyer, which may include the use of  
234 Professional Service Providers (defined below).  
235 G. The Broker shall owe the Buyer no other duties other than those set forth in this Agreement and  
236 those required by applicable law.  
237

238 **16. LIMITATION OF BROKER LIABILITY.** Buyer shall hold the Broker Parties harmless from any and all  
239 claims, causes of action, or damages arising out of or relating to any of the following:

- 240 A. To the extent permitted by law, inaccurate information or incomplete information, or both, provided  
241 to Buyer by any Broker Party.  
242 B. Deposit funds or other money handled or held by anyone other than any Broker Party.  
243 C. Injury or damage to any Property viewed or visited pursuant to this Agreement or the loss of tangible  
244 or intangible property which occurred or is believed to have occurred in connection with viewing or  
245 visiting a Property pursuant to this Agreement.

- 246 D. Injury to persons sustained while any Property is viewed or visited pursuant to this Agreement or  
247 injury of persons attributed to visiting or viewing a Property pursuant to this Agreement.  
248

249 **17. MISCELLANEOUS AGREEMENT PROVISIONS.**

- 250 A. This Agreement constitutes the sole and entire Agreement between the parties.  
251 B. If more than one person is named as Buyer, separate matching Agreements may be executed by  
252 each Buyer individually, and when so executed, the copies taken together shall be deemed to be a  
253 full and complete Agreement between the parties.  
254 C. This Agreement may be executed by use of electronic signatures, in accordance with the Louisiana  
255 Uniform Electronic Transaction Act. This Agreement and any supplement addendum or  
256 modification relating hereto, including any photocopy, facsimile, or electronic transmission  
257 thereof, may be executed in two or more counterparts, all of which shall constitute one and the  
258 same Agreement.  
259 D. All notices, requests, claims, demands, and other communications related to or required by this  
260 Agreement shall be in writing. Notices permitted or required to be given (excluding service of  
261 process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery, (c) overnight delivery,  
262 (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective  
263 addresses of the parties as written on the signature page of this Agreement or at such other  
264 addresses as the respective parties may designate by written notice.  
265 E. Failure of any party to strictly follow the terms of this Agreement does not waive the right of any  
266 party to later insist that the Agreement be strictly followed.  
267 F. If any provision of this Agreement or its application is held invalid or not applicable, this does not  
268 affect other provisions or applications of this Agreement which can be given effect without the  
269 invalid provision or application thereof.  
270 G. In any action, proceeding or arbitration between Buyer and Broker regarding the obligation to pay  
271 Compensation under this Agreement, the prevailing Buyer or Broker shall be entitled to reasonable  
272 attorney fees and costs.  
273 H. If the Buyer is an entity, rather than an individual, the undersigned individual signing on behalf of  
274 Buyer hereby represents and warrants that such individual is fully authorized to execute this  
275 Agreement on behalf of Buyer.  
276

277 **18. ELECTRONIC COMMUNICATIONS.**

- 278 A. All parties to this Agreement consent to the use of electronic documents, electronic document  
279 transmission, and the use of electronic signatures for this Agreement and any addendum or  
280 modification thereto, including but not limited to any notices, requests, claims, demands, or other  
281 communications about the Agreement and will treat these as originals.  
282 B. The Buyer authorizes the Broker and Designated Agent (if any) to electronically deliver notices and  
283 other communications to the email address provided herein.  
284 C. The Broker authorizes the Buyer to electronically deliver notices and other communications to the  
285 email address provided herein.  
286

287 **19. FAIR HOUSING.** Buyer and Broker shall comply with all federal and state housing laws that prohibit  
288 discrimination based on protected class status.  
289

290 **20. AUDIO/VIDEO RECORDING.** Buyer is advised that some home sellers use audio or video surveillance,  
291 or both, to monitor and/or record any conversation or activity occurring in a home being toured or viewed.  
292

293 **21. WIRE FRAUD WARNING.** Never trust wiring instructions sent via email. Cybercriminals hack email  
294 accounts and send emails with fake wiring instructions. These emails are convincing and sophisticated.

295 Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified  
296 phone number. Never wire money without double-checking that the wiring instructions are correct.

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298 **22. OTHER TERMS:** \_\_\_\_\_

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341 [SIGNATURE PAGE FOLLOWS]  
342

343 This **BUYER REPRESENTATION AGENCY AGREEMENT** is made by the undersigned Broker, Designated  
344 Agent, and Buyer effective as of the date of the last signature set forth below.

\_\_\_\_\_  
Buyer Name

\_\_\_\_\_  
Broker Name

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Broker  
 Sponsored Licensee, acting with  
written authority of Broker

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Buyer Name

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

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Telephone

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Email Address

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