

CLIENT REPRESENTATION / EMPLOYMENT AGREEMENT

Version 20251211

Parties

1 If Client is a legal entity or trust, the entity or trust should be named as Client, and a duly authorized officer,
2 trustee, or other legal representative should sign this Agreement on the entity or trust's behalf.

3 Client Information:

4 Name(s): _____

5 Mailing Address: _____

6 Email: _____ Phone: _____

7 Client Broker Information:

8 Broker Name: _____

9 Broker License Number: _____

10 Agent Name(s): _____

11 Mailing Address: _____

12 Email: _____ Phone: _____

Agreement

13 Client engages Broker for the purpose of touring property and providing real estate services throughout the real
14 estate offer and purchase or lease process, as set forth below.

15 ALL Multiple Listing Service Participants are required to have a signed employment agreement prior to touring a
16 property with a client.

17 **Term:** This Agreement shall begin on _____ and shall expire on _____ .

Agency Relationship

18 ☐ **Exclusive Agency:** Client agrees not to enter into any other agency relationship with another real estate broker
19 during the Term of this Agreement. If Client purchases, exchanges, options, or leases a property during the term
20 of this Agreement, Client agrees to compensate Broker, as indicated below. If within _____ **days** after the Term
21 expires, Client purchases or leases a property that was brought to the attention of Client during the Term through
22 the efforts or actions of Broker, or through information secured directly or indirectly from or through Broker, or
23 purchases or leases a property that Client inquired about during the Term, then Compensation is due to the Broker
24 when the purchase closes escrow or the lease is fully executed, even if this Agreement has expired.

25 ☐ **Non-Exclusive Agency:** Client may enter into a non-exclusive agency relationship with other real estate
26 brokers during the Term of this Agreement. Client agrees to compensate Broker if Broker represents Client in
27 the purchase, exchange, option, or lease of a property when Broker's name is indicated on the Purchase Contract
28 or Lease Agreement.

Client Initials _____

Agent Initials _____

29 **Limited Agency:** Client ☐ consents ☐ does not consent to dual representation.

30 Broker may have a listing or property management agreement with a seller or landlord related to a property or
31 properties that Client may be interested in purchasing or leasing if Client consents to dual representation. With
32 regard to Broker listed properties, Broker will represent both the seller/landlord and Client in the transaction. Client
33 understands that they are not obligated to consent to this dual representation. Client understands that, as a dual
34 agent, Broker cannot advance a party's interests over the other party's interests.

Services

35 Client employs Broker to perform the following services:

36 ☐ Full real estate services to locate a property for purchase or lease, including loyalty, obedience, disclosure,
37 confidentiality, accounting, reasonable care and diligence.

38 ☐ Show a Property and negotiate a purchase or lease contract (address): _____
39 _____

40 ☐ Other: _____

Showing Instructions

41 Broker shall show properties that fit Client's criteria regardless of compensation offered to Broker unless instructed
42 otherwise in writing. Client instructs Broker to negotiate Broker Compensation to be paid by seller/landlord or
43 seller's/landlord's broker to Broker. These negotiations shall not jeopardize, delay, or interfere with the initiation,
44 processing or finalizing of a transaction.

45 CLIENT HAS BEEN ADVISED THAT IF CLIENT FAILS TO VIEW A PROPERTY WITH BROKER AT CLIENT'S
46 FIRST VISIT TO THE PROPERTY, SELLER/LANDLORD MAY REFUSE TO COMPENSATE BROKER.

Broker Compensation

47 There is no standard compensation rate and the compensation in this Agreement is fully negotiable between
48 Client and Broker.

49 The compensation for Broker ("Compensation") shall be:

50 ☐ Purchase: _____% of the gross purchase price OR exactly \$ _____ OR _____
51 _____

52 _____
53 ☐ Lease: _____% of one month's rent OR exactly \$ _____ OR _____
54 _____
55 _____

56 Non-Refundable Retainer: \$ _____ ☐ shall ☐ shall not be credited toward Compensation, above.

[Remainder of page intentionally left blank]

Client Initials _____

Agent Initials _____

57 If a seller's/landlord's broker's offer of compensation is greater than the Compensation agreed to in this
58 Agreement, Broker shall be paid the Compensation, and the balance shall be credited to Client as a Rebate, to
59 the extent allowed by Client's lender (if applicable).

60 If a seller's/landlord's offer of compensation is greater than the Compensation agreed to in this Agreement, Broker
61 shall be paid the Compensation, and the balance shall be credited to Client as a seller/landlord concession, to the
62 extent agreed to by seller/landlord and Client.

63 Broker will not receive any amount greater than the Compensation agreed to in this Agreement from any source.

64 NOTICE (FOR PURCHASES ONLY): VA AND FHA REGULATIONS MAY RESTRICT OR CONDITION THE
65 COMPENSATION CLIENT MAY PAY TO BROKER WHEN SECURING A VA OR FHA LOAN. CLIENT IS ADVISED
66 TO DISCLOSE THIS AGREEMENT TO YOUR LENDER BEFORE SIGNING THIS AGREEMENT.

67 **Collecting Broker Compensation:** Broker will attempt to collect the Compensation from the listing broker or
68 seller/landlord. In the event Broker cannot collect the full amount, or only collects a portion of the Compensation
69 from the listing broker or seller/landlord, then Client agrees to pay Broker the Compensation, less any amounts
70 that Broker is able to collect from the listing broker and/or seller/landlord. Client consents to Broker receiving
71 Compensation from more than one party to the transaction.

72 Broker Compensation shall be paid in United States Dollars.

73 **For Purchases:** Paid at the time, and as a condition, of Close of Escrow. This Agreement shall act as escrow
74 instructions for payment of Broker Compensation to Broker.

75 **For Leases:** Paid upon full execution of the Lease Agreement or move-in, whichever occurs first.

76 This Section shall survive the expiration or earlier cancellation, if applicable, of this Agreement.

Cancellation Rights

77 **Exclusive Agency:** This Agreement may only be cancelled prior to the Term expiration through a written
78 cancellation agreement, mutually signed by Broker and Client, subject to the terms that survive closing as stated
79 in this Agreement.

80 **Non-Exclusive Agency:** Client may deliver to Broker a _____ day written notice of cancellation, signed by
81 Client, to Broker, subject to the terms that survive closing as stated in this Agreement.

Miscellaneous

82 Client acknowledges that Broker may represent other clients interested in purchasing or leasing the same
83 Property as Client.

84 This Agreement may be executed by electronic means in any number of counterparts. The parties agree to
85 mediate disputes arising from this Agreement.

86 Broker's policy is to abide by all laws prohibiting discrimination against any person or persons.

Client Initials _____

Agent Initials _____

Signatures

87 Client acknowledges that signing more than one Client Employment Agreement under the same, or similar terms,
88 may expose the Client to liability to pay substantial additional compensation.

89 **CONSULT AN ATTORNEY BEFORE SIGNING: Real estate brokers and agents are not qualified to provide**
90 **financial, legal, or tax advice regarding this real estate transaction. READ THIS FORM CAREFULLY.**

91 _____
Client Signature Date Client Signature Date

92 _____
Client Signature Date Client Signature Date

93 _____
Agent Signature Date Agent Signature Date