

**BUSINESS RELATIONSHIP AGREEMENT  
BETWEEN BROKER AND BUYER**

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

**BROKER (Company)** Re/Max Home Team

**LICENSEE(S)** \_\_\_\_\_

*Note: The terms "buyer," "seller," and "buy" will also be construed to mean "tenant," "landlord," and "rent," respectively, throughout this agreement.*

**BUSINESS RELATIONSHIP AS DESCRIBED IN THE CONSUMER NOTICE**

**Buyer and Broker agree to the following business relationship as allowed by Broker's Company policy:**

- SELLER AGENT** (for properties listed with Broker)/**SUBAGENT FOR SELLER** (for properties listed with other companies).  
 **TRANSACTION LICENSEE** (for properties not listed with Broker; however, if property is listed under an agency contract with Broker, Broker is a Seller's Agent).  
 **BUYER AGENT** (for properties listed with Broker and other companies, and for properties not listed with any broker) Broker will be Buyer's Agent under the terms agreed to in the Buyer Agency Contract below.

**BUYER AGENCY CONTRACT**

**1. TERM**

**This Contract applies to any property that Buyer chooses to buy during the term of this Contract.**

**Starting Date:** This Contract starts when signed by Buyer and Broker, unless otherwise stated here: \_\_\_\_\_.

**Ending Date:** This Contract ends \_\_\_\_\_.

- (A) If Buyer is negotiating or has entered an Agreement of Sale, this Contract ends upon settlement.  
 (B) If Buyer is negotiating or has signed a lease, this Contract ends upon possession.

**2. BROKER'S FEE**

(A) It is Broker's policy to accept compensation offered by the listing broker and/or the seller. Broker may be paid a fee that is a percentage of the purchase price (or in the case of a lease, a percentage of the total amount of rent due over the term of the lease). Even though Broker's Fee may be paid by a seller or seller's broker, Broker will continue to represent the interests of Buyer. Special Instructions:

(B) If the amount received in paragraph 2(A) is less than 0, then Buyer will pay Broker the difference.

(C) 1. **Broker's Fee is earned if Buyer enters into a sale or lease agreement during the term of this Contract, whether brought about by Broker, Broker's agents or by any other person, including Buyer.**

2. If Buyer enters into a sale/lease agreement for a property after the Ending Date of this Contract, Buyer will pay Broker's Fee:  
 a) if the sale/lease is a result of Broker's actions during the term of this Contract, OR  
 b) if the property was seen during the term of this Contract.

**3. DUAL AGENCY**

Buyer agrees that Broker may also represent the seller of the property that Buyer might buy. The Broker is a DUAL AGENT when representing both the seller and the buyer in the sale of a property.

**Designated Agency:**

**Not Applicable.**

**Applicable.** Broker, as the Dual Agent, may designate licensees to represent the separate interests of Buyer and the seller. Licensee (identified above) is the Designated Agent, who will act exclusively as the Buyer Agent. If Licensee also is the Seller Agent, then Licensee is a DUAL AGENT.

**4. TRANSFER OF THIS CONTRACT**

Buyer agrees that Broker may transfer this Contract to another Broker. Broker will notify Buyer immediately in writing if Broker transfers this Contract to another Broker.

**Buyer has read the Notices to Buyers in this Agreement and the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. All Buyers must sign this Business Relationship Agreement.**

**ENTIRE AGREEMENT**

**This is the entire Agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a part of this Agreement. Any changes or additions to this Agreement must be in writing and signed by Broker and Buyer.**

**NOTICE BEFORE SIGNING**

**IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT AN ATTORNEY.**

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Email info@hometeamrealestate.com

**BROKER (Company Name)**

RE/MAX Home Team  
RR#1 Box 474  
Olyphant, Pa. 18447  
Phone: 570-254-2244, Fax: 570-254-6728

Email \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

**NOTICES TO BUYERS**

The following Notices apply to buyers working with Buyer's Agents, Seller's Agents or Subagents for Seller, or Transaction Licensees.

Buyer acknowledges that Buyer has received and understands the business relationships described in **the Consumer Notice adopted by the Pennsylvania State Real Estate Commission at 49 Pa. Code §35.336. The duties, definitions of business relationships, and statements identifying cooperation with other brokers, possibilities of dual agency and designated agency stated therein, are incorporated here as part of this disclosure as though written here in their entirety.**

**An agency relationship between Broker and Buyer cannot be presumed. Buyer has the right to be represented by a broker (agency relationship) and may do so by electing "Buyer Agent" and agreeing with Broker to the terms of the relationship. In this case, the broker may designate one or more licensees to represent the separate interests of the parties. The terms and length of the business relationship, the fees, and the range of services that Broker will provide are determined as a result of negotiations between Broker and Buyer and have not been set or recommended by any association of REALTORS®.**

**SERVICES TO SELLER**

Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to, listing fees; deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services. Broker will disclose to Buyer if any fees are to be paid by the seller.

**OTHER BUYERS**

Licensee may show or present the same properties to other buyers.

**CONFLICT OF INTEREST**

A *conflict of interest* is when Broker or Licensee has financial or personal interest in the property where Broker or Licensee cannot put Buyer's interest before any other. If Broker, or any of Broker's licensees, has a *conflict of interest*, Broker will notify Buyer in a timely manner.

**DEPOSIT MONEY**

- (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives in an escrow account as required by real estate licensing laws and regulations. Buyer agrees that Broker may wait to deposit any uncashed check that is received as deposit money until Buyer's offer has been accepted.
- (B) If Buyer joins Broker/Licensee in a lawsuit for the return of deposit monies, Buyer will pay Licensee's and Broker's attorneys' fees and costs.

**CIVIL RIGHTS ACTS**

Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/ TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale or rental of property.

**ZONING CLASSIFICATION**

Any sales agreement must contain the zoning classification of a property except in cases where the property (or each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings

**EXPERTISE OF REAL ESTATE AGENTS**

Pennsylvania Real Estate Agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise, the advice of the appropriate professional should be sought.
- (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other appropriate professional.

**REAL ESTATE RECOVERY FUND**

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania), and (717) 783-4854 (outside Pennsylvania).

**BUYER'S OPTIONS**

Unless Buyer and the seller agree otherwise, real estate is sold in its present condition. It is Buyer's responsibility to satisfy himself or herself that the condition of the property is satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the condition of the structure or its components. Areas of concern may include, but are not limited to, the following: electrical; plumbing, heating, ventilating, air conditioning; appliances and fixtures; water infiltration, basement; roof leakage; boundaries; asbestos, urea formaldehyde foam insulation, radon, and environmental hazards or substances; wood-destroying insect infestation; on-site water service and or sewage system; and lead-based paint. Buyer's request for any inspection should be made to Broker before entering into an Agreement of Sale or lease.

**FEEES**

Buyer understands that, as either a Seller Agent/Subagent for Seller or Transaction Licensee, Broker may receive a fee from the seller. Broker's office policy allows for cooperation with other brokers who may compensate Broker based on a percentage of the purchase price. As a Seller Agent/Subagent for Seller or a Transaction Licensee, Broker may not charge any fee to Buyer without a signed written agreement