



PARTIES in this AGREEMENT:

BUYER(S): _____ ("Buyer")
and **PACIFICA Properties Group** ("Broker")

Notice to Buyer: All Realtors are required to have a signed written agreement prior to showing a home to a buyer.

1. **AGREEMENT:** This Buyer-Broker Exclusive Representation Agreement ("**Agreement**") is between Buyer and Broker. In consideration of Broker's agreement to assist Buyer to locate, view, negotiate, advocate on behalf of and otherwise facilitate the purchase of a property, Buyer gives Broker the exclusive and irrevocable right to represent Buyer in the purchase of real property during the Term ("**Term**") described in **PARAGRAPH 2**.
2. **TERM:** This Agreement shall commence on _____ and expire at 11:59pm PST/PDT on _____, or upon the closing or termination of any then-pending transaction, whichever is later. (Not to exceed 3 months. If Term exceeds 3 months, this Agreement is void unless Buyer is a corporation, LLC or partnership.)
3. **EXCLUSIVE:** This Agreement shall be exclusive. Broker will devote time and resources to assist Buyer in finding and acquiring the Property with the expectation of being paid for Broker's services. By signing this agreement, Buyer represents they are not in an exclusive written relationship with another broker. Broker is entitled to compensation if Buyer enters into an agreement that results in the successful transfer or conveyance of a property to be acquired ("**Property**") during the Term or any extension thereof with or without Broker involvement, even if another broker is also entitled to be paid for representing Buyer.

Buyer acknowledges that signing more than one Buyer-Broker Agreement or similar agreement(s) could make Buyer liable to compensate multiple brokers. If Buyer does not purchase Property during the Term, Broker is not entitled to compensation.

4. **PROPERTY:**

Property Type(s): _____

Location(s): County(ies) _____ City(ies) _____

Excluded Properties: _____

5. **BROKER COMPENSATION:**

If Buyer, or any entity owned or controlled by Buyer, enters into an agreement that results in the successful transfer or conveyance of a Property, Buyer agrees to compensate Broker as follows ("**Broker Compensation**"):

☐ _____% of the full purchase price or exchange value; OR

☐ \$ _____; OR

☐ other: _____

- A. **PAYMENT OF BROKER COMPENSATION:** Buyer may choose to negotiate that the Broker Compensation be paid in whole or in part, by the seller at closing. This Agreement serves as the Buyer's authorization for the Broker to write this request into Buyer's offer to purchase any Property. Any such arrangement will be memorialized in a separate compensation agreement as between the seller and Broker, such as the ***Seller Payment to Buyer's Broker (C.A.R. form SPBB)*** or ***Compensation Agreement (C.A.R. form CA)***.
- B. **COLLECTING BROKER COMPENSATION FROM THE SELLER:** A seller may offer compensation to Broker. Buyer authorizes Broker to accept compensation from seller, which shall be credited against Broker Compensation. In no event shall Broker retain money that exceeds Broker Compensation specified in **PARAGRAPH 5**.
- C. **BUYER'S OPTIONS TO COMPENSATE BROKER:** If the seller agrees to partial compensation or offers no compensation, then the Buyer and Broker, prior to entering into purchase agreement, shall select from the following options:
 - i. Buyer can pay the difference between the seller's compensation offer and the Broker Compensation, OR
 - ii. Buyer can pay the entirety of the Broker Compensation, OR
 - iii. Buyer can increase the purchase price to include Broker Compensation. Buyer is advised to speak to their lender about this option.

- D. **PAYMENT THROUGH ESCROW:** Broker Compensation shall be made upon completion of any resulting transaction, through escrow. Buyer hereby irrevocably assigns to Broker, Broker Compensation provided for in this Agreement from Buyer's funds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding Property involving Buyer and a seller or other transferor.
- E. **CONTINUATION PERIOD:** If Buyer enters into an agreement to that results in the successful transfer or conveyance of a Property within ____ days after the expiration of the term (the "**Continuation Period**") and thereafter completes the purchase, Broker shall be entitled to the Compensation specified in **PARAGRAPH 5**, provided that prior to the expiration of the Term, Broker delivers Buyer a written list of properties that were shown or introduced to Buyer by Broker, or on which Broker wrote an offer to purchase for Buyer, during the Term or any extension ("**Identified Properties**").
6. **AGENCY RELATIONSHIPS:**
- A. **DISCLOSURE:** Buyer acknowledges receipt of the ***Disclosure Regarding Real Estate Agency Relationship (C.A.R. form AD)***.
- B. **POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and the seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or both Buyer and seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges receipt of a ***Possible Representation of More Than One Buyer or Seller – Disclosure and Consent (C.A.R. form PRBS)***.
- C. **OTHER POTENTIAL BUYERS:** Buyer consents and acknowledges that other potential buyers represented by other agents who are part of Broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking. Broker will not share Buyer's confidential information, including the terms of Buyer's offers, with these other buyers.
7. **BROKER OBLIGATIONS & AUTHORIZATIONS:** Broker will use the professional skill and diligence customary in the California real estate industry to (A) exercise reasonable effort and due diligence to achieve the purposes of this agreement and the fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer, (B) locate and present suitable Properties to Buyer, tour in-person or virtually, prepare market analysis or review property specific documents, (C) negotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase, exchange, or option of the Property, (D) cooperate with any real estate licensee working with the seller to facilitate and complete Buyer's purchase of the Property, (E) perform other services as needed and requested by Buyer, (F) facilitate and coordinate the escrow and closing of the purchase.
- Broker shall present all Property listings that fit Buyer's criteria as described in **PARAGRAPH 4**. If Buyer decides they do not wish to view property listings unless the seller or seller's broker has offered adequate compensation to Broker, the Buyer must make that instruction to Broker in writing.
8. **BUYER OBLIGATION TO ACT IN GOOD FAITH:** Buyer agrees to, (A) timely view and consider properties selected by Broker, (B) negotiate to acquire a Property, (C) act toward the completion of any contract entered into for a property, (D) read all documents and reports provided to Buyer, (E) review the ***Buyer Investigation Advisory (C.A.R. form BIA)*** and to fully participate in Buyer's inspections and investigations.
9. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as otherwise specified in **PARAGRAPH 10**.
10. **MEDIATION:** Buyer and Broker agree to mediate any dispute or claim arising between them under this Agreement before resorting to arbitration or court action ("**Action**"). Mediation fees shall be divided equally among the parties. If any party commences an Action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.
11. **CANCELLATION:** Either Buyer or Broker may cancel this Agreement in writing at any time ("**Cancellation**"). Following Cancellation by either party, Broker shall remain entitled to compensation from Buyer in connection with any purchase by Buyer of any Identified Property, provided Broker delivers Buyer a written list of Identified Properties within five (5) calendar days following delivery of Cancellation notice by either party.

12. **ADDITIONAL TERMS AND CONDITIONS:**

13. **CONFIRMATION OF COMPENSATION:** Buyer confirms that the compensation specified in **PARAGRAPH 5** for Broker's services is:

☐ _____% of the full purchase price or exchange value; or ☐ \$ _____; or ☐ other: _____.

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

☐ **ENTITY BUYERS:** (Note: If this paragraph is completed, a **Representative Capacity Signature Disclosure (C.A.R. Form RCSD)** is not required for the Legally Authorized Signers designated below.)

- 1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- 2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity.
- 3) The name(s) of the Legally Authorized Signer(s) is: _____.
- 4) A. If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- 5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #):

BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Buyer: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of Buyer: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ **Additional Signature Addendum attached (C.A.R. Form ASA)**

BROKER SIGNATURE(S):

Pacifica Properties Group, Inc.

DRE LICENSE #02142076

Address _____ City _____ State _____ Zip _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ DRE Lic# _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ DRE Lic# _____

☐ More than one agent from the same firm represents Buyer. **Additional Agent Acknowledgement (C.A.R. Form AAA)** attached

☐ Two Brokers with different companies are representing the Buyer. Co-Buyer Brokers information is on the attached **Additional Broker Acknowledgement (C.A.R. Form ABA)**