

BUYER REPRESENTATION AGREEMENT

Important Notice on Compensation :

Any compensation payable to a buyer's agent is fully negotiable between the parties. It is not set or fixed by Montana law, any real estate association, or any multiple listing service.

DATE AND IDENTIFICATION OF PARTIES

1.1 Date of Agreement : _____, **1.2 Buyer:** _____
 ("Buyer") **1.3 Broker or Salesperson:** _____ **1.4 Brokerage**
Firm Name : _____ ("Broker ")

PURPOSE OF AGREEMENT

2.1 Retention. Buyer retains Broker to assist Buyer in locating real property, touring properties, and negotiating terms of a purchase, lease, or option to purchase.

2.2 Scope of Services. Check all that apply:

Purchase

Lease

Option to Purchase

Other (describe):

2.3 Broker will exercise reasonable skill, care, and diligence in performing the services elected above, subject to the terms of this Agreement.

TERM OF AGREEMENT

3.1 Commencement. This Agreement begins upon execution by both parties or on the following date:

.

3.2 Expiration. This Agreement terminates at 11:59 p.m. on _____, unless otherwise extended in a signed writing.

3.3 Continuation Through Closing. If Buyer enters into a binding contract to purchase, lease, or obtain an option to purchase real property during the term, this Agreement may remain in effect as to that transaction until closing, termination, or expiration of the purchase, lease, or option contract, whichever occurs first.

AGENCY AND RELATIONSHIP DISCLOSURE

4.1 Mandatory Disclosure. Prior to or in connection with execution of this Agreement, Broker will provide Buyer with a Relationships and Consents in Real Estate Transactions disclosure as required under Montana law, and will obtain Buyer's acknowledgment and consents as applicable.

4.2 Representation Type. Check one:

Sole and Exclusive Representation. Buyer engages Broker as Buyer's sole and exclusive representative for the services elected in Section 2 during the term. Buyer agrees not to enter into any other exclusive buyer representation agreement covering the same services and geographic scope during the term.

Non-Exclusive Representation. Buyer engages Broker on a non-exclusive basis and may work with other brokers. Compensation to Broker may still be owed under Section 5 if Broker is the procuring cause or otherwise earns compensation under this Agreement.

COMPENSATION

5.1 Buyer's Obligation. Buyer agrees to compensate Broker as follows (check and complete all that apply):

Percentage of Purchase Price: _____ % of the purchase price.

Flat Fee: \$ _____.

Hourly Fee: \$ _____ per hour, billed as incurred.

Other Negotiated Compensation: _____ in the amount of \$ _____
or as otherwise described: _____.

5.2 Earned Compensation. Unless otherwise agreed in writing, Broker's compensation is earned upon Buyer's execution of a binding contract to purchase, lease, or obtain an option to purchase real property during the term if Broker has provided brokerage services that result in the transaction or is the procuring cause of the transaction.

5.3 Seller Party Compensation. Buyer understands that a seller, seller's broker, or other seller party may offer compensation to the buyer's broker. Such compensation may be paid through a listing broker, a seller concession, direct payment, or other agreement. Any compensation Broker receives from a seller party in connection with Buyer's transaction will be credited against the compensation owed by Buyer under this Agreement. If the compensation paid by a seller party equals or exceeds the compensation agreed in Section 5.1, Buyer may owe no additional compensation to Broker. Compensation received from a seller party does not create an agency relationship between the seller or seller's broker and Buyer's Broker.

ADDITIONAL TERMS REGARDING COMPENSATION

6.1 Purchases During Term. If Buyer acquires, leases, or obtains an option to purchase any real property during the term, and Broker has provided brokerage services leading to that transaction or is the procuring cause, Broker's compensation under Section 5 is due and payable at closing or, in the case of a lease or option, at execution unless otherwise agreed below: _____.

6.2 Protection Period [optional]. If within _____ days after expiration or termination of this Agreement, Buyer acquires, leases, or obtains an option to purchase a property that Broker introduced to Buyer during the term, and Buyer was notified in writing of such property prior to or within _____ days after expiration, then compensation under Section 5 shall be due as if the transaction occurred during the term; provided, this Section 6.2 shall not apply if Buyer enters into a subsequent exclusive buyer representation agreement with another licensed Montana broker after expiration. [Insert applicable protection period terms or "N/A."]

6.3 Buyer Breach. If Buyer breaches this Agreement in a manner that prevents Broker from earning compensation that would otherwise have been earned under Section 5, Buyer shall be liable to Broker for the reasonable value of services rendered not to exceed the amount of compensation specified in Section 5.1, together with reasonable costs of collection as permitted by Section 15.1.

6.4 Timing and Source of Payment. Compensation due to Broker is typically paid at closing from Buyer, from funds otherwise transferable at closing, or from compensation offered by a seller party as described in Section 5.3. If compensation is not collected at closing, Buyer remains responsible for payment within _____ days after written demand.

AUTHORIZATIONS AND ACKNOWLEDGMENTS

7.1 Cooperation. Buyer authorizes Broker to cooperate with other licensed real estate brokers and salespersons, including offering to share compensation in Broker's discretion, consistent with Buyer's best interests.

7.2 Affiliated Licensees. Buyer authorizes Broker's affiliated licensees within the same brokerage to assist in locating and showing properties and to perform brokerage services under Broker's supervision.

7.3 Buyer's Assistants. The following individuals may assist Buyer in locating properties but are not authorized to submit offers or contract on Buyer's behalf: _____.
Buyer remains solely responsible for all decisions and communications regarding offers and contract terms.

GENERAL NATURE OF PROPERTY SOUGHT

8.1 Property Type/Size:

8.2 Preferred Location/Area/School Districts:

8.3 Price or Rental Range: \$ _____ to \$ _____

8.4 Financing Type or Payment Range [if applicable]:

8.5 Other Requirements or Preferences (beds/baths/acreage/HOA/amenities):

BUYER REPRESENTATIONS

9.1 Exclusive Status. Buyer represents that Buyer is not presently a party to another exclusive buyer representation agreement covering the same services and geographic area. Buyer understands that entering into multiple overlapping exclusive buyer agreements may result in liability for multiple brokerage fees.

9.2 Authority . If Buyer is an entity , the undersigned signatory represents and warrants that they have full authority to bind the entity to this Agreement and to any offers submitted .

MONTANA PROPERTY TAX DISCLOSURE

10.1 Buyer acknowledges that Montana has implemented changes to residential property tax rules and classifications , and that property tax obligations may vary based on classification , occupancy , ownership , exemptions , assessed value , mill levies , and other factors . Buyer is encouraged to consult with a tax professional or legal counsel regarding the tax consequences of ownership , including any primary residence , rental , or other classifications that may affect tax liability .

FINCEN REPORTING NOTICE

11.1 Certain residential real estate transactions may be subject to federal reporting requirements administered by the Financial Crimes Enforcement Network (FinCEN). Buyer may be required to provide identifying information to closing agents or other reporting persons . Broker does not determine whether a transaction is subject to FinCEN reporting and does not submit FinCEN reports .

ADDITIONAL TERMS AND CONDITIONS

12.1 Additional Negotiated Provisions:

EXPENSES

13.1 Buyer will be responsible for the following expenses, if any:

13.2 Unless otherwise agreed, Buyer will pay for inspections , appraisal fees, lender fees, homeowner association transfer fees, and other buyer-elected due diligence costs.

WIRE FRAUD WARNING

14.1 Wire fraud is a serious risk. Criminals may attempt to redirect wire transfers through fraudulent emails or spoofed communications . Buyer must independently verify all wire instructions with the title company , closing agent, or attorney by calling a known , independently verified phone number before sending any funds . Broker will not request or accept changes to wire instructions via email or text .

GENERAL PROVISIONS

15.1 Attorneys ' Fees. In any action between Buyer and Broker arising out of this Agreement , the prevailing party shall be entitled to recover its reasonable attorneys ' fees and costs, except as prohibited by law.

15.2 Time of the Essence. Time is of the essence for all deadlines and performance obligations in this Agreement .

15.3 Fair Housing Compliance. The parties will comply with all applicable federal and Montana fair housing laws. Broker will not participate in any discriminatory practices or steering and cannot accommodate requests that violate fair housing laws.

15.4 Entire Agreement ; Amendments . This Agreement is the entire agreement between the parties regarding its subject matter and supersedes prior agreements . Amendments must be in a signed writing .

15.5 Assignment. Buyer may not assign this Agreement without Broker's prior written consent. Broker may assign to an affiliated brokerage entity upon written notice to Buyer.

15.6 Counterparts ; Electronic Signatures. This Agreement may be executed in counterparts , each of which is an original and all of which together are one instrument . Electronic signatures and records are intended to be valid and enforceable in accordance with the Montana Uniform Electronic Transactions Act.

15.7 Notices. Notices under this Agreement shall be in writing and delivered by hand , reputable overnight courier , certified mail , or electronic delivery to the addresses or emails provided by the parties below :

15.8 Severability . If any provision is invalid or unenforceable , the remainder shall be enforced to the fullest extent permitted .

15.9 No Guarantee . Broker makes no guarantee as to the condition of any property , the availability of properties , or the outcome of negotiations . Buyer is advised to obtain independent inspections and professional advice.

SIGNATURES

BUYER SIGNATURE 1

BUYER:

Signature :

Date:

Printed Name:

BUYER SIGNATURE 2

CO-BUYER (IF APPLICABLE):

Signature :

Date:

Printed Name:

BROKER SIGNATURE

BROKER OR SALESPERSON:

Signature :

Date:

Printed Name:

Montana License No.:

Brokerage Firm Name :

Office Address:

Phone/Email:

Time Calculation Notice

Unless otherwise specified , "days" means calendar days. If a deadline falls on a Saturday , Sunday , or legal holiday , performance may be completed on the next business day.

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT. If you do not fully understand its terms, seek competent legal advice before signing.**