

NON-EXCLUSIVE BUYER AGENCY CONTRACT

1 **1. THIS CONTRACT** is made between _____
2 _____ ("BUYER" *Indicate Marital Status*) and
3 _____ ("BROKER").

4 By Through this Agreement, the BUYER designates and appoints the BROKER to help the BUYER in
5 locating a property ("Property") and negotiating terms and conditions that are agreeable to the BUYER for
6 acquiring the Property, as outlined in this Agreement. However, the BROKER is not required to search for
7 additional properties once the BUYER has entered into a contract to purchase the Property.
9

10 **2. GENERAL DESCRIPTION OF PROPERTY.** The BUYER intends to acquire real property, as described
11 below:

12 Type: ☐ Residential ☐ Income ☐ Vacant Land ☐ Commercial ☐ Other _____

13 GENERAL LOCATION: _____

14 APPROXIMATE PRICE RANGE: \$ _____ TO \$ _____
14

15 **3. TERM OF AGREEMENT.** For a period beginning _____ (or date of last signature,
16 whichever is later), This contract shall continue though 11:59 p.m. on _____
17 unless sooner terminated by BROKER by written notice to BUYER.
18

19 **4. BUYER'S WARRANTIES.**

- 20 a. The BUYER agrees to enter into a formal written agreement prior to viewing properties with the BROKER.
21 b. The BUYER guarantees that they are not currently bound by any other Exclusive Buyer Agency
22 Agreements.
23 c. The BUYER guarantees that no brokerage fees are owed for properties previously shown to them.
24 d. The BUYER assures that they are not aware of any circumstances that would prevent the completion of a
25 sale under this Agreement.
26 e. The BUYER agrees to adhere to all relevant federal, state, and local laws, regulations, and ordinances,
27 including those related to fair housing and civil rights.
28 f. The BUYER will make efforts to obtain written loan pre-approval, inform the BROKER about the status of
29 their loan approval, and provide the BROKER with a copy of the most recent loan approval documents,
30 including any conditions or limitations imposed by the lender. 32

33 **5. BROKER'S RESPONSIBILITIES.**

- 34 a. Carry out the provisions of this Agreement, apply reasonable skill and diligence for the benefit of the
35 BUYER, and prioritize the interests of the BUYER with the highest level of good faith, loyalty, and fidelity,
36 unless acting as a Transaction Broker or a Disclosed Dual Agent (in **Missouri only**).
37 b. Work to secure a price and conditions that are acceptable to the BUYER.
38 c. Provide, at a minimum, the following services:
39 1. Receive and present to the BUYER any offers and counteroffers related to the property the
40 BUYER intends to purchase;
41 2. Assist the BUYER in preparing, communicating, negotiating, and submitting offers, counteroffers,
42 and related notices until a purchase agreement is finalized and all contingencies have either been
43 fulfilled or waived; and
44 3. Respond to the BUYER's questions regarding offers, counteroffers, related notices, and any
45 contingencies involved.
46 d. In Missouri, the BROKER is not required to continue searching for properties while the client is under
47 contract to purchase a property; however, the BROKER must still present all written offers to and from the
48 client, regardless of whether the client is already under contract.
49 e. The BROKER must inform the BUYER of any known or reasonably known adverse facts and advise
50 seeking expert help on matters beyond the BROKER's expertise.
51 f. Promptly account for any funds or property received.
52 g. Follow all applicable federal, state, and local laws, regulations, and ordinances, including those relating to
53 fair housing and civil rights.

- 54 h. Not disclose any confidential information about BUYER unless: disclosure is authorized under this
55 Contract; disclosure is required by statute, rules or regulations; or failure to disclose would constitute a
56 material misrepresentation, or disclosure is necessary under Missouri law to defend the affiliated
57 licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
58 professional committee.
- 59 i. Disclose to BUYER and any Seller of Property all adverse material facts actually known (or should have
60 known, in Missouri) by BROKER including but not limited to material facts concerning BUYER'S ability
61 to perform under the terms of a sales contract and any facts actually known by BROKER that were
62 omitted from or contradict any information included in a written report regarding the physical condition of
63 the property prepared by a qualified third party. In Missouri and in Kansas, law requires persons who
64 are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of
65 the county in which they reside. If you, as the BUYER, desire information regarding those registrants,
66 you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at
67 <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office in Kansas. In Missouri, you may find
68 information on the homepage of the Missouri State Highway Patrol at
69 <http://www.mshp.dps.missouri.gov/> or BUYER should contact the sheriff of the county in which the
70 Property is located.
- 71 j. Assist with the Closing of the sale of the Property.
- 72 k. BROKER may show properties in which BUYER is interested to other prospective buyers without
73 breaching any duty or obligation to BUYER. BROKER may show other buyers the Property to which
74 BROKER shows BUYER and may assist competing buyers in attempting to purchase a particular
75 property. BROKER may search for properties in a Multiple Listing Service, and BROKER may, but is not
76 required to, conduct searches and/or inquiries from other sources.

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78 **6. COMPENSATION TO BROKER.**

- 79 a. BROKER shall be entitled to compensation for assisting and negotiating in the procurement of Property
80 acceptable to BUYER (or serving in Disclosed Dual agency (**Missouri only**) or Transaction Broker
81 situations).
- 82 b. BUYER acknowledges there are no standard compensation rates and the compensation in this
83 Agreement is fully negotiable and not set by law. BROKER shall be entitled to compensation for
84 assisting and negotiating in the procurement of Property acceptable to BUYER. BROKER'S
85 compensation shall be: (**Check applicable boxes:**)
- 86 ☐ The amount of the Compensation will be _____
- 87
- 88 ☐ Other Compensation: _____

89
90 BUYER may seek an agreement from the Seller to pay BROKER up to this Compensation amount.
91 BUYER is responsible for payment of any Compensation not covered by the Seller, or BUYER will
92 forego the purchase of said Property.

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94 **Buyer understands and agrees that BROKER may be compensated by more than one party in**
95 **the transaction, however BROKER is prohibited from receiving compensation for brokerage**
96 **services that exceed the amount of Compensation in this Agreement. BUYER hereby authorizes**
97 **the party handling the closing to pay Compensation to BROKER from BUYER'S funds at closing,**
98 **if applicable.**
99

- 100 c. ☐ **Retainer/Additional Compensation Addendum attached (*Check if applicable*)**

- 101
- 102 d. Although this Contract primarily provides for BROKER to serve as BUYER'S Agent, BUYER may also
103 authorize the BROKER to serve as a Disclosed Dual Agent (**Missouri only**) or Transaction Broker with
104 regard to properties listed for sale by BROKER. **Carefully read the Paragraph entitled "Brokerage**
105 **Relationship Disclosure" in the Contract concerning this issue.**
- 106 e. The BROKER'S fees shall also be deemed earned if BUYER or any person on BUYER'S behalf
107 procures any real property of the nature described herein within _____ calendar days after
108 termination of this Contract, which property BROKER, BROKER'S Licensee or cooperating brokers
109 presented or submitted to BUYER during the term hereof and the description of which BROKER shall
110 have submitted in writing to BUYER, either in person or by mail within _____ calendar days after
111 termination of this Contract.

- f. If the transaction does not close due to no fault of the BUYER, the BUYER shall have no obligation to pay the BROKER'S compensation as outlined in this agreement. However, this does not release the Seller from any responsibility to pay such fees if applicable. If the transaction fails to close due to the BUYER breaching the sale agreement, the BROKER'S fees will still be owed by the BUYER and must be paid immediately.

7. **DISCLOSURE OF BROKERAGE RELATIONSHIP.** The BUYER acknowledges receipt of (a) the Broker Disclosure Form (for Missouri) either prior to signing this Agreement or at the time the licensee first obtained any personal or financial details, whichever happens first; OR (b) the Real Estate Brokerage Relationships Brochure (for Kansas) at the earliest practical opportunity. All consumers are advised to read the Missouri "Form" or Kansas "Brochure.". The BUYER acknowledges and agrees that the BROKER may show any available property for sale, including those listed by Sellers with whom the BROKER has an existing brokerage relationship. The BROKER will disclose to both the BUYER and the Seller whether the BROKER intends to represent both parties (**Disclosed Dual Agency—allowed only in Missouri**), represent neither while assisting both (acting as a Transaction Broker in both Kansas and Missouri), or assign one agent to the BUYER and another to the Seller (Designated Agency in both Kansas and Missouri). The BUYER understands that the BROKER may also show the BUYER properties not listed by the BROKER and may present those same properties to other prospective buyers without violating any duties or obligations owed to the BUYER.
- **Buyer Agency.** The agent representing the BUYER acts solely on behalf of the BUYER, meaning the Seller may be either unrepresented or represented by a different agent. The BUYER'S agent is obligated to: act in BUYER'S best interest with the highest level of good faith, loyalty, and honesty; maintain the BUYER'S confidential information unless disclosure is legally required; promptly present all offers; recommend that the BUYER seek professional advice when necessary; properly handle and account for any funds or property received; disclose to the BUYER any known adverse material facts; and disclose to the Seller any adverse material facts the agent is aware of, including those related to the BUYER'S financial capability to complete the transaction. The BUYER'S agent is not required to: independently investigate the BUYER'S financial status for the benefit of the Seller, or verify the accuracy or completeness of information provided by the BUYER or any qualified third party.
 - **Transaction Broker. (Kansas and Missouri).** The BUYER understands that the BROKER may have clients who have engaged the BROKER to represent them in selling property. If the BUYER becomes interested in making an offer on a property owned by one of these clients, the BROKER could be in a position to represent both the BUYER and the Seller in the same transaction. Unless Designated Agents are appointed as outlined below, this would create a dual agency situation (available in Missouri only). With the informed consent of both the BUYER and the Seller, the BROKER may choose to act as a Transaction Broker. As a Transaction Broker, the BROKER would assist both parties in the transaction without advocating for either party's interests. A Transaction Broker is responsible for fulfilling the terms of any written or verbal agreements with the parties, performing duties with reasonable skill, care, and diligence. These duties include but are not limited to: timely presenting all offers and counteroffers, whether or not the property is under contract or to a letter of intent; keeping the parties well-informed throughout the transaction; suggesting that parties seek expert advice on matters beyond the BROKER's expertise; accounting for any money and property received in a timely manner; disclosing any adverse material facts the Transaction Broker knows; and helping the parties adhere to the terms of any agreement. The parties in a transaction broker arrangement are not liable for any actions taken by the Transaction Broker. Confidential information such as the BUYER's willingness to pay more than the offered price, the Seller's willingness to accept less, the motivation behind any party's actions, or any confidential details about either party cannot be disclosed by the Transaction Broker without the informed consent of the party providing such information, unless required by law, regulation, or to prevent fraud or dishonest conduct. **A separate Transaction Broker Addendum must be signed by all parties when this arrangement is utilized.**

- **Subagency.** A Subagent acts on behalf of another agent and holds the same duties and responsibilities as the agent they represent.
- **Disclosed Dual Agency. (Missouri only)** The BROKER may represent clients who have engaged them to assist with the sale of property. If a property listed by a Seller represented by the BROKER becomes one that the BUYER is interested in making an offer on, the BROKER could end up representing both the BUYER and the Seller in the same transaction. This arrangement, known as dual agency, can lead to potential conflicts of interest. As a Dual Agent, the BROKER represents both parties but is limited in their role. The Dual Agent must maintain the responsibilities of both the BUYER's and Seller's agent, but can share certain information between the two parties if it meets specific conditions: (1) it is relevant to the transaction unless it involves confidential information not publicly available; (2) it becomes public through the actions or statements of the client to whom the information applies; or (3) it is obtained from an external source. However, a Dual Agent cannot share certain confidential information about either client without their consent, including: the BUYER's willingness to pay more than the offered purchase price, the Seller's willingness to accept less than the asking price, the motivations behind any party's decision to buy or sell, or any specific financing terms, or details of previous offers. A Dual Agent is prohibited from disclosing any confidential information about one party to the other unless required by law, rules, or regulations, or when failing to disclose would result in misrepresentation or is necessary to defend the agent against allegations of misconduct in legal or professional proceedings. A separate Disclosed Dual Agency Amendment must be signed by both the BUYER and the Seller when this type of agency is utilized.
- **Designated Agency.** A Designated Agent is a licensee associated with the BROKER who has been specifically assigned by the BROKER or their authorized representative to act exclusively as the agent for either a BUYER or a Seller represented by the BROKER, with no involvement from other affiliated licensees of the BROKER. This arrangement serves as an alternative to Disclosed Dual Agency in Missouri or Transaction Brokerage in Kansas or Missouri. A Designated Buyer's Agent will fulfill all the responsibilities of a Buyer's Agent.
If a Designated Agent is selected to act on behalf of the BUYER, the BUYER acknowledges and agrees that:
 - a. The Designated Agent will carry out all responsibilities of the BUYER'S Agent and will be the legal representative of the BUYER, excluding all other licensees associated with the BROKER.
 - b. Another licensee from the BROKER may serve as the Designated Agent for the Seller in connection with the BUYER'S purchase of the Property.
 - c. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker, refraining from advocating for either party's interests. Without the prior consent of both parties, the supervising broker (or branch broker, if applicable) will not disclose any confidential information or personal details that could give one party an advantage. The supervising broker (or branch broker, if applicable) may assign an affiliated licensee to act as a Transaction Broker in the transaction.
 - d. If the Designated Agent representing the BUYER is also acting as the Designated Agent for the Seller, the same agent cannot represent both parties. However, with the informed consent of both the BUYER and the Seller, the Designated Agent may act as a Transaction Broker, helping both parties in the real estate transaction without being an advocate for either party's interests.
 - e. If the BUYER is represented by the Designated Agent of the BROKER and wishes to view a property listed personally by the supervising broker, the supervising broker, with the written consent of the Seller, may designate an affiliated licensee to act as the Designated Agent for the Seller.

8. CONFIRMATION OF BROKERAGE RELATIONSHIPS. The BUYER agrees to the following Brokerage Relationships (*Select the appropriate boxes*):

- | | | |
|------------------------------|-----------------------------|---|
| ☐ Yes | ☐ No | BUYER consents to Buyer Agency. |
| ☐ Yes | ☐ No | BUYER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum. |
| ☐ Yes | ☐ No | BUYER consents to Subagency. |
| ☐ Yes | ☐ No | BUYER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual Agency Amendment. (Missouri only) |
| ☐ Yes | ☐ No | BUYER consents to Designated Agency. (In Kansas, Supervising Broker acts as a Transaction Broker) |
| ☐ Yes | ☐ No | BUYER consents to the appointment of a Designated Agent for a Seller in BUYER'S purchase of the Property. (In Kansas, Supervising Broker acts as a Transaction Broker) |

- 227 **9. EXPENSES FOR SERVICES RECEIVED FROM EXTERNAL PROVIDERS.** The BROKER will not acquire or
228 request products or services from external providers unless the BUYER gives written consent to pay for these
229 items promptly when payment is required. Examples of such external services may include, but are not limited
230 to, surveys, soil testing, title reports, engineering evaluations, or inspections.
- 232 **10. EXPLANATION OF THE BROKER'S ROLE.** During the initial contact, the BROKER will notify all potential
233 Sellers and their representatives with whom the BROKER negotiates under this Agreement that the BROKER
234 is representing the BUYER. The BUYER grants the BROKER permission to collaborate with other brokers
235 and sales agents and to share any compensation earned under this Agreement.
- 237 **11. BUYER'S IDENTITY.** Unless the BUYER provides a written request to the contrary, the BROKER is
238 authorized to reveal the BUYER'S identity to third parties without needing prior written approval from the
239 BUYER. Additionally, the BUYER agrees to supply the BROKER with any relevant personal and financial
240 details when requested, to confirm the BUYER'S capacity to purchase the property outlined above. 241
- 242 **12. OTHER POSSIBLE BUYERS.** The BUYER acknowledges that other prospective buyers may be interested
243 in, make offers on, or purchase similar properties through the BROKER that the BUYER is looking to acquire.
244 The BUYER agrees to the BROKER representing these potential buyers before, during, and after the term of
245 this Agreement. In such cases, the BROKER will not reveal the terms of one buyer's offer to another buyer.
- 247 **13. NO TRANSFER OF AGREEMENT.** The BUYER and BROKER acknowledge and agree that the relationship
248 established by this Agreement is personal in nature, and neither the BUYER nor the BROKER has the right to
249 transfer or delegate this Agency Agreement to any third parties.
- 251 **14. FRANCHISE INFORMATION DISCLOSURE.** *(check if applicable)* ☐ The BROKER is part of a franchise,
252 and under the terms of the franchise agreement, the franchisor is not legally responsible for the actions of the
253 BROKER, even though the BROKER uses the franchisor's name or logo.
- 255 **15. LEGAL AND EXPERT GUIDANCE.** The BROKER recommends that the BUYER obtain legal, tax, and other
256 professional advice related to any real estate transaction. The BROKER does not make any representations
257 or guarantees regarding the advisability of any transaction. The BROKER is not a specialist in areas such as
258 law, taxes, financing, surveying, structural or mechanical conditions, hazardous materials, engineering, or
259 other technical fields. The BUYER is encouraged to consult with experts in these areas. While the BROKER
260 will work alongside professionals chosen by the BUYER, the BROKER will not be held liable for any issues
261 related to these matters.
- 262 **16. COMPLETE AGREEMENT.** This Agency Agreement represents the full and complete understanding between
263 the parties. Any previous agreements, whether verbal or written, related to this matter have been incorporated
264 into this Agreement. No changes to the terms of this Agreement will be valid unless they are made in writing
265 and signed by all parties involved. 266
- 267 **17. CYBER PROTECTION.** As a BUYER in a real estate transaction involving the exchange of funds, you may be
268 at risk of cyber-crime. Always reach out directly to the closer before transferring any money.
- 270 **18. ADDITIONAL TERMS AND CONDITIONS, IF ANY:** _____
271 _____
272 _____
273 _____
274 _____
275 _____
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277 **READ CAREFULLY BEFORE SIGNING. BECOMES BINDING WHEN SIGNED BY ALL PARTIES, THIS**
278 **DOCUMENT IS A COMPONENT OF A BINDING LEGAL AGREEMENT.**
279 **IF YOU DO NOT UNDERSTAND, SEEK LEGAL ADVICE BEFORE SIGNING.**

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281 **All parties agree that this transaction can be conducted by electronic means, including email, according**
282 **to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**

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BROKERAGE		BUYER	DATE
BUYER'S AGENT	DATE	BUYER	DATE
		BUYER ADDRESS	
		BUYER CITY, STATE, ZIP	
		BUYER PHONE	
		BUYER EMAIL	

Appointment of Designated Agent(s): BROKER or BROKER'S authorized representative hereby designates:

to serve as a **Designated Agent(s)** for the BUYER. The BUYER agrees to allow the named Designated Agent(s) to act on their behalf as the Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri, if the Designated Agent also represents the Seller), provided both the BUYER and the Seller sign a Transaction Broker Addendum or Disclosed Dual Agency Amendment (in Missouri only) with the BROKER. This must be signed by the BUYER before making an offer to purchase the Property and by the Seller before signing the Contract.

BROKER'S Signature (required in Missouri)