

NEBRASKA BUYER REPRESENTATION AGREEMENT

_____ (Buyer) enters into an agreement with
_____ (Brokerage) to assist the Buyer in locating and purchasing real estate,
under the terms outlined in this Buyer Representation Agreement with the designated limited buyer's
agent _____ (Agent).

1. **AUTHORITY TO REPRESENT.** The Buyer authorizes the Agent to identify properties for purchase at prices and on terms acceptable to the Buyer. The Buyer grants the Agent the sole and exclusive authority to handle all negotiations related to the Buyer's property purchase.
2. **NO PRIOR REPRESENTATION OR PAYMENT AGREEMENT.** The Buyer affirms they have not signed any exclusive buyer representation agreement with another agent or brokerage and will not do so while this agreement is in effect.
_____ buyer initials _____ buyer initials
3. **DURATION.** This agreement will start on _____ and will expire on _____ at 11:59 p.m., or upon completion of a transaction, whichever happens first. If, within 60 days after this agreement ends, the Buyer purchases a property introduced or shown to them as a result of the Agent's efforts during the term of this agreement, the Agent will be entitled to the agreed compensation as if the purchase occurred during the term. If the agreement is ended after a purchase agreement is in place, the Agent will still be entitled to payment upon closing. Any extension, renewal, or change to this agreement must be in writing and signed by all original parties. Either the Buyer or Agent may end the agreement early by giving 72 hours' written notice.
4. **PAYMENT.** The Buyer agrees to compensate the Agent for professional services as follows:
 - a. _____ % of the final sale price of the purchased property
 - b. A flat fee of \$ _____
 - c. A shared administrative charge of \$ _____
 - d. Other: _____

Compensation amounts are not set by law; each broker determines their own rates, which can be negotiated between the Buyer and Broker. The Broker may not accept payment from any source in excess of the amount or rate stated in this agreement.

The Broker/Agent may receive payment from the seller or the seller's agent as a result of the Buyer's purchase. Any such payment can be credited toward the fee owed by the Buyer, but the Buyer acknowledges they are still responsible for paying any remaining balance owed to the Agent.

BETWEEN COMPENSATION UNDER THIS AGREEMENT AND PAYMENT FROM THE SELLER OR SELLER'S AGENT

5. **WHEN PAYMENT IS DUE.** The Buyer authorizes the Agent to arrange their compensation directly with the listing broker and, if needed, enter into a separate agreement before the Buyer makes an offer, or have the compensation included in the purchase agreement. If the Seller does not pay the agreed compensation or closing costs, the Buyer is still responsible for paying the Agent as outlined here. Payment is due once the transaction is completed, and, if a title company handles the closing, payment will be made through them. If the Buyer enters into a deal with a Seller and the transaction does not close due to no fault of the Buyer, the fee will be waived. However, if the Buyer chooses not to close for reasons outside the purchase agreement terms with the Seller, the agreed compensation is due immediately upon termination of the deal.

6. **BUYER'S AGENT RESPONSIBILITIES.** An Agent working as a Buyer's Agent acts as a limited agent and agrees to:

a. Carry out the terms of any signed agreement with the client.

b. Provide reasonable skill and care in representing the client.

c. Act in the client's best interest with complete good faith, loyalty, and honesty by:

- Seeking price and terms acceptable to the client (but not required to look for other properties while the client is already under contract).
- Presenting all written offers to and from the client promptly, even if the client is already under contract.
- Providing written disclosure to the client of any adverse material facts the Agent is aware of.
- Advising the client to seek expert advice on matters the Agent knows about but is not qualified to handle.

d. Promptly account for all funds and property received.

e. Follow all applicable requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and related rules and regulations.

f. Adhere to all federal, state, and local laws, regulations, and ordinances, including fair housing and civil rights requirements.

7. **DUAL AGENCY NOTICE.** The Buyer understands that the Broker/Agent may represent both buyers and sellers in real estate transactions. If the Buyer shows interest in a property listed with the same Agent, they agree that the Agent may act as a dual agent in that deal. In such cases, the Buyer agrees to sign a written Consent to Dual Agency.

Agency. Except for restrictions on sharing confidential information, a dual agent holds the same responsibilities and obligations as a limited buyer's agent described above.

8. AUTHORITY TO SIGN. The person signing below confirms that they are either acting on their own behalf in purchasing real estate, are duly authorized to act for an entity, or are a legally authorized fiduciary, and have the authority to enter into this agreement and create a binding legal contract.

Signed this _____ day of _____, _____

Buyer Signature _____

Buyer Printed Name _____

Buyer Signature _____

Buyer Printed Name _____

Buyer Phone Number _____

Buyer E-Mail _____

Buyer Limited Agent _____ (printed)

Buyer Limited Agent Signature _____

Buyer Limited Agent Contact Info _____