



# EXCLUSIVE BUYER AGENCY CONTRACT

BAC

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

A buyer agent owes duties of loyalty and confidentiality to a buyer and must act in a buyer's best interests. If a consumer chooses to purchase property without hiring a buyer agent, that consumer will not have a real estate licensee looking out for their interests in the transaction.

In an exclusive buyer agency contract, you agree that you will work with only one buyer agent for a certain time period and that you could owe a broker's fee to this broker if you purchase a property during the contract time period. Contacting another buyer agent and using their services during the term of this contract could mean that you might owe fees to more than one broker.

Do not sign this contract until you have read the entire document and discussed any questions with the agent. If you have further questions about this contract you can also discuss them with the agent's broker or manager, and if you have legal questions you are advised to consult a Pennsylvania real estate attorney.

1 Broker (Company) _____	Licensee(s) (Name) _____
2 _____	_____
3 Company License # _____	State License # _____
4 Company Address _____	Direct Phone(s) _____
5 _____	Cell Phone(s) _____
6 Company Phone _____	Licensee Fax _____
7 Company Fax _____	Email _____

8 BUYER \_\_\_\_\_

9 \_\_\_\_\_

10 BUYER'S MAILING ADDRESS \_\_\_\_\_

11 \_\_\_\_\_

12 PHONE \_\_\_\_\_ CELL \_\_\_\_\_

13 E-MAIL \_\_\_\_\_ FAX \_\_\_\_\_

14 Buyer understands that this Exclusive Buyer Agency Contract is between Broker and Buyer.

15 Does Buyer have a written agreement, such as a buyer agency contract, with another Broker?  Yes  No

16 If yes, explain: \_\_\_\_\_

17 **1. STARTING & ENDING DATES OF BUYER AGENCY CONTRACT (ALSO CALLED "TERM") (8-24)**

18 (A) No law or Association of REALTORS® has set or recommended the term of this Contract. Broker/Licensee and Buyer have  
19 discussed and agreed upon the length or term of this Contract.

20 (B) This Contract applies to any property that Buyer chooses to purchase during the term of this Contract. Buyer will not enter into  
21 a Buyer Agency Contract with another broker/licensee that begins before the Ending Date of this Contract.

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

23 Ending Date: This Contract ends at 11:59 PM on \_\_\_\_\_, or before if Buyer and Broker agree. The Ending Date  
24 of this Contract may not be extended without the written consent of Buyer.

25 (C) If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.

26 **2. BROKER'S FEE (8-24)**

27 (A) No law or Association of REALTORS® has set or recommended Broker's fee. Broker and Buyer have negotiated the fee  
28 Broker will receive for exercising professional knowledge and skills in locating and assisting Buyer in the acquisition of real  
29 property which is available and suitable for Buyer.

30 (B) Broker's Fee, paid by Buyer to Broker, is as follows:

- 31 1. In a purchase transaction:
  - 32 a. with a seller represented by a real estate broker (this Broker or another broker) the fee is \_\_\_\_\_% of the Purchase Price
  - 33 OR \$ \_\_\_\_\_, whichever is greater, AND \$ 295.00
  - 34 b. with a seller who is **not** represented by a real estate broker the fee is \_\_\_\_\_% of the Purchase Price OR \_\_\_\_\_,
  - 35 whichever is greater, AND \$ 295.00

36 2. Advance Fee/Retainer: \$ \_\_\_\_\_ of Broker's Fee is earned and due (non-refundable) at signing of this Con-  
37 tract. This Advance Fee will be credited against any other fees stated in this paragraph unless otherwise stated here: \_\_\_\_\_

38 3. Other: \_\_\_\_\_

39 4. Broker will not retain any amount greater than the Broker's Fee agreed to in Paragraph 2(B), regardless of the source.

40 Buyer Initials: \_\_\_\_\_ BAC Page 1 of 4 Broker/Licensee Initials: \_\_\_\_\_

- 41 (C) If Buyer leases a property instead of buying a property, Broker's fee is: \_\_\_\_\_
- 42 (D) Even though Broker's Fee, or a portion of it, may be paid by a seller or a listing broker, Broker will continue to represent the
- 43 interests of Buyer.
- 44 1. It is Broker's policy to accept compensation offered by a listing broker, called cooperating compensation. If a listing broker
- 45 offers cooperating compensation that is less than the Broker's Fee agreed to in Paragraph 2(B), Buyer may authorize Broker
- 46 to negotiate an increase by using a form such as the Cooperating Broker Compensation Agreement (PAR Form CBC).
- 47 2. Sellers sometimes offer to make financial concessions towards paying buyer's costs at settlement, which could include some
- 48 or all of the Broker's Fee agreed to in Paragraph 2(B) if it is not paid as cooperating compensation by the listing broker.
- 49 Buyer can negotiate these seller concessions by including them in an agreement of sale.
- 50 (E) Buyer understands and agrees that if Broker receives LESS than the Broker's Fee agreed to in Paragraph 2(B) through any com-
- 51 bination of cooperating compensation and seller concessions BUYER WILL BE RESPONSIBLE FOR PAYING THE REMAIN-
- 52 DER OF BROKER'S FEE DUE TO BROKER AT OR BEFORE SETTLEMENT.
- 53 (F) **The balance of Broker's Fee is earned if Buyer enters into an agreement of sale during the term of this Contract, whether**
- 54 **brought about by Broker, Broker's Licensee(s) or by any other person, including Buyer. If Buyer defaults on the terms of**
- 55 **an agreement of sale, Broker's Fee will be paid by Buyer to Broker at that time. Buyer is advised that contacting a listing**
- 56 **broker or seller directly may compromise Broker's ability to earn cooperating compensation from a listing broker and**
- 57 **could result in Buyer's obligation to pay a fee to Broker.**
- 58 (G) If Buyer enters into an agreement of sale for a property after the Ending Date of this Contract, Buyer will pay Broker's Fee if:
- 59 1. The agreement of sale is a result of Broker's actions during the term of this Contract, OR
- 60 2. The property was seen during the term of this Contract, AND
- 61 3. Buyer is not under an exclusive buyer agency contract with another broker at the time Buyer enters into an agreement of sale.

62 **3. DUAL AGENCY**

63 Buyer agrees that Broker and Broker's Licensee(s) stated above may also represent the seller(s) of the property Buyer might buy. A

64 Broker is a Dual Agent when a Broker represents both Buyer and a seller in the same transaction. A Licensee is a Dual Agent when

65 a Licensee represents Buyer and a seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are

66 separate Designated Agents for Buyer and a seller. If the same Licensee is designated for Buyer and a seller, the Licensee is a Dual

67 Agent. Buyer understands that Broker is a Dual Agent when Buyer is viewing properties listed by Broker.

68 **4. DESIGNATED AGENCY**

69 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) stated above to exclusively represent the

70 interests of Buyer. If Licensee is also the Seller's Agent, then Licensee is a DUAL AGENT.

71  **Designated Agency is not applicable.**

72 **5. BROKER'S SERVICES TO OTHERS**

- 73 (A) Broker may not take action that is inconsistent with Buyer's interests. However, Broker may provide services to a seller for
- 74 which Broker may accept a fee. Such services may include, but are not limited to, listing property for sale; representing the
- 75 Seller as Seller Agent; deed/document preparation; ordering certifications required for closing; financial services; title transfer
- 76 and preparation services; ordering insurance, construction, repair, or inspection services. Providing such services is not in itself a
- 77 breach of Broker's fiduciary duty to Buyer.
- 78 (B) Broker/Licensee may show the same properties to other buyers and may represent those buyers in attempts to purchase the same
- 79 property that Buyer wishes to purchase. Broker does not breach a duty to Buyer by showing a property Buyer is interested in to
- 80 other prospective buyers.
- 81 (C) It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Buyer's
- 82 interests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Buyer in a timely
- 83 manner.

84 **6. ENTIRE CONTRACT**

85 This Contract is the entire agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a

86 part of this Contract. All changes to this Contract must be in writing and signed by Broker and Buyer.

87 **7. TRANSFER OF THIS CONTRACT**

- 88 (A) Buyer agrees that Broker may transfer this Contract to another broker when Broker stops doing business, Broker forms a new real
- 89 estate business, OR Broker joins his business with another.
- 90 (B) Broker will notify Buyer immediately in writing if Broker transfers this Contract to another broker. Buyer will follow all require-
- 91 ments of this Contract with the new broker.

92 **8. CONFIDENTIALITY**

93 Unless permitted by Buyer or required by law, Broker will not knowingly reveal or use any confidential information of Buyer. Buyer

94 understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as confidential unless

95 there is a confidentiality agreement between Buyer and the seller. This Paragraph will survive the termination or expiration of this

96 Contract.

98 **9. EXPERTISE OF REAL ESTATE AGENTS**

99 Pennsylvania real estate agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose ad-  
100 verse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- 101 (A) If Buyer wants information regarding specific conditions or components of a property which are outside Broker's or Licensee's
- 102 area of expertise, Buyer is encouraged to seek the advice of an appropriate professional.
- 103 (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other
- 104 appropriate professional.

105 **10. DEPOSIT MONEY**

- 106 (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives in an escrow
- 107 account as required by the real estate licensing laws and regulations until the sale is completed or an agreement of sale is ter-
- 108 minated, or the terms of a prior written agreement between the Buyer and a seller have been met. Buyer and Seller may name a
- 109 non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, not by
- 110 the Real Estate Licensing and Registration Act. Buyer agrees that the person keeping the deposit monies may wait to deposit any
- 111 uncashed check that is provided as deposit money until Seller has accepted an offer.
- 112 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
- 113 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 114 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A
- 115 written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 116 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
- 117 Broker how to distribute some or all of the deposit monies.
- 118 3. According to the terms of a final order of court.
- 119 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
- 120 deposit monies if there is a dispute between the parties that is not resolved.
- 121 (C) Buyer agrees that if Buyer names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and
- 122 costs of the Broker(s) and licensee(s) will be paid by Buyer.

123 **11. CIVIL RIGHTS ACTS**

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

129 **12. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)**

130 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. §9791 et seq.) providing  
131 for community notification of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or  
132 the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the infor-  
133 mation on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).

134 **13. BUYER INSPECTIONS**

- 135 (A) Unless Buyer and a seller agree otherwise, real estate is sold **IN ITS PRESENT CONDITION**. It is Buyer's responsibility to
- 136 determine whether the condition of the property is satisfactory. **Buyer is advised to carry out an inspection**, at Buyer's expense,
- 137 by qualified professionals to determine the condition of the structure or its components. Areas of concern may include, but are
- 138 not limited to: electrical; plumbing; heating, ventilating and air conditioning; appliances and fixtures; water infiltration; base-
- 139 ment; roof; property boundaries; asbestos, mold and indoor air quality, carbon monoxide, radon, and environmental hazards or
- 140 substances; wood-destroying insect infestation; on-site water service and/or sewage system; property insurance; deeds, restric-
- 141 tions and zoning; and lead-based paint. Buyer should discuss inspections and any special needs with Licensee.
- 142 (B) Buyer is advised that information regarding properties considered for purchase by Buyer has been provided by a seller or a sell-
- 143 er's broker. Such information may include, but is not limited to, the information on the Seller's Property Disclosure Statement,
- 144 including environmental conditions; MLS information, including information regarding restrictions, taxes, assessments, associa-
- 145 tion fees, zoning restrictions, dimensions, boundaries (if identified); and marketing information. Unless otherwise noted, Broker
- 146 has not verified the accuracy of this information, and Buyer is advised to investigate its accuracy.

147 **14. RECORDINGS ON THE PROPERTY**

- 148 (A) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is
- 149 guilty of a felony under Pennsylvania law. Buyers should not make recordings on the property that capture the oral statements of
- 150 other persons without having the full consent of all persons who are parties to the communication.
- 151 (B) Buyer should be aware that a seller's property may contain smart home technologies or devices, which may record or allow for
- 152 remote monitoring of the seller's property, including broadcasting or recording video and audio. Buyer should be aware that any
- 153 discussions, including discussions of negotiation strategies, held on the property may not be confidential.
- 154 (C) **Buyer hereby releases all Brokers, their LICENSEES, employees and any OFFICER or PARTNER of any one of them, and**
- 155 **any PERSON, FIRM, or CORPORATION who may be liable through them, from any claims, lawsuits and actions which**
- 156 **may arise from any audio or video recordings occurring in or around any property considered for purchase by Buyer.**

157 **Buyer Initials:** \_\_\_\_\_

**Broker/Licensee Initials:** \_\_\_\_\_

158 **15. RECOVERY FUND**

159 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)  
160 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays  
161 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  
162 (717) 783-3658.

163 **16. SPECIAL CLAUSES**

164 **(A) The following are part of this Contract if checked:**

165  Single Agency Addendum (PAR Form SA)

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167 **(B) Additional Terms:**

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182 **Buyer has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

183 **Buyer has read the entire Contract before signing. Buyer must sign this Contract.**

184 **If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker a copy of all Loan Estimate(s) and Closing**  
185 **Disclosure(s) upon receipt. Buyer gives permission for Broker to send information about this transaction to Buyer's fax number(s)**  
186 **and/or e-mail address(es) listed.**

187 **Return of this Contract, and any addenda and amendments, including return by electronic transmission, bearing the signatures**  
188 **of all parties, constitutes acceptance by the parties.**

189 **This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counter-**  
190 **parts together shall constitute one and the same Agreement of the Parties.**

191 **NOTICE BEFORE SIGNING: IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT A PENNSYLVANIA**  
192 **REAL ESTATE ATTORNEY.**

193 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

194 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

195 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

196 **BROKER (COMPANY)** \_\_\_\_\_

197 **ACCEPTED ON BEHALF OF BROKER BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

Broker/Agent: \_\_\_\_\_ Client: \_\_\_\_\_ Date: \_\_\_\_\_

 Seller Client  Buyer Client Address: \_\_\_\_\_**WHAT IS BRIGHT MLS?**

Bright runs the largest, most accurate, up-to-date database of properties for sale and rent in the area, creating an open, transparent market for information about available homes. Most websites and apps get their information from Bright's multiple listing service (MLS). For more information, go to [www.brightmls.com/open](http://www.brightmls.com/open).

**HOW DOES BRIGHT WORK?**

**Impartial Cooperation Among Agents and Brokers.** Bright supports an open, transparent market for property information by requiring subscribers (licensed agents and brokers) to cooperatively share information about all available properties and make them available to subscribers in the area on an impartial basis.

**Open, Transparent Access to Information.** You and your broker decide on the information, pictures, and price submitted to Bright for your home. Bright checks it for accuracy, enhances it with historical records, and shares it (for free) with 100,000+ brokers/agents and thousands of sites and apps. Bright charges you nothing; subscribers pay a flat subscription fee.

**What do I need to know about broker fees?**

What your broker may earn, and what you may pay, must be agreed in a contract by the time you (seller/landlord) sign a listing agreement, or you (buyer/tenant) are taken on a home tour. **Those amounts are not set by law, trade association, or Bright; they are fully negotiable.**

Subscribers must work impartially with their clients and other subscribers, in their client's best interest, regardless of any financial arrangement with another broker, which may not be communicated using Bright's system and must be disclosed in writing to their client.

A buyer/tenant may ask in a purchase offer for a seller/landlord to cover closing costs, including broker fees. If you are a seller/landlord, you may choose to agree to cover a buyer's closing costs or service provider fees (e.g., title, broker or lawyer fees), or provide other concessions.

Client Initials to Acknowledge Understanding the Above: \_\_\_\_\_

**As the seller/landlord, how will my broker use Bright to market my home?**

**1: When will your broker allow potential buyers/renters to learn about the property?** \_\_\_ / \_\_\_ / \_\_\_ (date)  
Subscribers must submit information to Bright about every property with an exclusive listing within two days of allowing any potential buyers (or renters) to learn about the property.

**2: How will your broker use Bright?** (Initial one applicable option)

\_\_\_\_\_ **2-A. Use Bright to share my home's information with the open market (Internet: Yes)**

Bright will share the property's information with other subscribers and popular websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

\_\_\_\_\_ **2-B. Use Bright to share my home's information with real estate professionals in Bright's MLS only, and do not publicly market my home on the Internet (Internet: No)**

Your broker may select not to have your property's information shared with websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

\_\_\_\_\_ **2-C. My home is ready for marketing, but will be ready for showings beginning on** \_\_\_ / \_\_\_ / \_\_\_ (date)

The property will be "Coming Soon" in Bright until ready for home tours/showings/open houses, and then "Active" once any of those begin. *If option 2-C is selected, also circle one: Internet: Yes / No*

\_\_\_\_\_ **2-D. I do not want my home on the open market: Restrict marketing only to my broker's network.**

Studies show that homes publicly marketed through Bright's MLS typically sell for significantly more than homes marketed as "off MLS," "off market," "private" or "exclusive." And most homes that start with restricted marketing find a buyer only once marketed through the MLS to the open market. If you want to instruct your broker to restrict marketing, then you must sign Bright's separate Limited Marketing/Office Exclusive form because this limits people's access to information.

**Bright subscribers complete this form with each client no later than signing a representation agreement.**

**If you reconsider any selection, update this form with your broker. Maintain a copy for your records.**



## HOMEBUYERS: HERE'S WHAT THE NAR SETTLEMENT MEANS FOR YOU

Buying a home is one of the largest financial transactions most people will ever undertake. Agents who are REALTORS® are a trusted source of advice and stand ready to help you navigate your homebuying journey and make the choices that work best for you. NAR's recent settlement has led to several changes that benefit homebuyers, and we wanted to clearly lay them out for you.

### **Here is what the settlement means for homebuyers:**

- You will sign a written agreement with your agent before touring a home.
- Before signing this agreement, you should ensure it reflects the terms you have negotiated with your agent and that you understand exactly what services and value will be provided, and for how much.
- The buyer agreement must include four components concerning compensation:
  - a. A specific and conspicuous disclosure of the amount or rate of compensation the real estate agent will receive or how this amount will be determined.
  - b. Compensation that is objective (e.g., \$0, X flat fee, X percent, X hourly rate)—and not open-ended (e.g., cannot be “buyer broker compensation shall be whatever the amount the seller is offering to the buyer”).
  - c. A term that prohibits the agent from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and,
  - d. A conspicuous statement that broker fees and commissions are fully negotiable and not set by law.
- Written agreements apply to both in-person and live virtual home tours.
- You do not need a written agreement if you are just speaking to an agent at an open house or asking them about their services.
- The seller may agree to offer compensation to your agent. This practice is permitted but the offer cannot be shared on a Multiple Listing Service (MLS)—MLSs are local marketplaces used by both buyer brokers and listing brokers to share information about properties for sale.

- You can still accept concessions from the seller, such as offers to pay your closing costs.

These practice changes will go into effect August 17.

**Here is what the settlement doesn't change:**

- Agents who are REALTORS® are here to help you navigate the homebuying process and are ethically obligated to work in your best interest.
- Compensation for your agent remains fully negotiable, and if your agent is a REALTOR®, they must abide by the REALTOR® Code of Ethics and have clear and transparent discussions with you about compensation. When finding an agent to work with, ask questions about compensation and understand what services you are receiving.
- You have choices. Work with your agent to understand the full range of these choices when buying a home, which will help you make the best possible decision for your needs.

**More details about these changes and what they mean can be found at:**

[facts.realtor](https://facts.realtor)



**AFFILIATED BUSINESS ARRANGEMENT BROKER FEE DISCLOSURE NOTICE**



CLIENT NAME: \_\_\_\_\_

Patterson-Schwartz & Associates, Inc. is pleased to endorse financing through Pike Creek Mortgage Services, Inc.; title and/or escrow closing services through The Kirsh Law Firm or Ward & Taylor, LLC; insurance services through Poland & Sullivan Insurance Services, Inc.; and home warranty services through 2-10 Home Buyers Resale Warranty Corporation.

**PIKE CREEK MORTGAGE SERVICES, INC.**

Patterson-Schwartz & Associates, Inc. (PSA) does not have a direct or indirect ownership in any mortgage service providers; however, PSA receives earnings via a marketing service agreement (“MSA”) with Pike Creek Mortgage Services, Inc. (“PCMS”). You are not required to use PCMS as a condition for purchase or sale of the subject property. There are other mortgage service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

**ATTORNEY/TITLE SERVICES – The Kirsh Law Firm; Ward & Taylor, LLC; T. Carney Sussex Law**

Patterson-Schwartz & Associates, Inc. (“PSA”) does not have a direct or indirect ownership in any attorney and/or title organizations; however, PSA receives earnings via a marketing service agreement (“MSA”) with The Kirsh Law Firm (“KLF”), Ward & Taylor, LLC (“WT”) and T. Carney Sussex Law (“TCSL”). You are not required to use KLF, WT, or TCSL as a condition for purchase or sale of the subject property. There are several companies that provide similar legal services. You may be able to obtain these services at a lower rate by shopping with other legal service providers.

**INSURANCE SERVICES – Poland & Sullivan Insurance Services, Inc.**

Patterson-Schwartz & Associates, Inc. (“PSA”) does not have a direct or indirect ownership in any insurance service organizations; however, PSA receives earnings via a marketing service agreement (“MSA”) with Poland & Sullivan Insurance Services, Inc. (“PSIS”). You are not required to use PSIS as a condition for purchase or sale of the subject property. There are several companies that provide similar insurance services. You may be able to obtain these services at a lower rate by shopping with other insurance providers.

**HOME WARRANTY SERVICES – 2-10 Home Buyers Resale Warranty Corporation**

Patterson-Schwartz & Associates, Inc. (“PSA”) does not have a direct or indirect ownership in any home warranty service organizations; however, PSA receives earnings via a marketing service agreement (“MSA”) with 2-10 Home Buyers Resale Warranty Corporation (“2-10HBW”). You are not required to use 2-10HBW as a condition for purchase or sale of the subject property. There are several companies that provide similar home warranty services. You may be able to obtain these services at a lower rate by shopping with other home warranty providers.

**BROKER FEE – Patterson-Schwartz & Associates, Inc.**

In order to maintain resources dedicated to the storage and protection of customer and client data, and to provide extensive online solutions to both buyers and sellers, Patterson-Schwartz & Associates, Inc., charges a Broker Fee of \$ 295.00 in addition to our real estate commission.

**ACKNOWLEDGEMENT**

I/We have read this disclosure form and understand that PSA may receive a financial or other benefit as a result of individual or other entities utilizing mortgage, attorney, insurance and home warranty services.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



Broker/Agent: \_\_\_\_\_ Client: \_\_\_\_\_ Date: \_\_\_\_\_

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Subscribers must work impartially with their clients and other subscribers, in their client's best interest, regardless of any financial arrangement with another broker, which may not be communicated using Bright's system and must be disclosed in writing to their client.

A buyer/tenant may ask in a purchase offer for a seller/landlord to cover closing costs, including broker fees. If you are a seller/landlord, you may choose to agree to cover a buyer's closing costs or service provider fees (e.g., title, broker or lawyer fees), or provide other concessions.

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Bright will share the property's information with other subscribers and popular websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

\_\_\_\_\_ **2-B. Use Bright to share my home's information with real estate professionals in Bright's MLS only, and do not publicly market my home on the Internet (Internet: No)**

Your broker may select not to have your property's information shared with websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

\_\_\_\_\_ **2-C. My home is ready for marketing, but will be ready for showings beginning on** \_\_\_ / \_\_\_ / \_\_\_ (date)

The property will be "Coming Soon" in Bright until ready for home tours/showings/open houses, and then "Active" once any of those begin. *If option 2-C is selected, also circle one: Internet: Yes / No*

\_\_\_\_\_ **2-D. I do not want my home on the open market: Restrict marketing only to my broker's network.**

Studies show that homes publicly marketed through Bright's MLS typically sell for significantly more than homes marketed as "off MLS," "off market," "private" or "exclusive." And most homes that start with restricted marketing find a buyer only once marketed through the MLS to the open market. If you want to instruct your broker to restrict marketing, then you must sign Bright's separate Limited Marketing/Office Exclusive form because this limits people's access to information.

**Bright subscribers complete this form with each client no later than signing a representation agreement.**

**If you reconsider any selection, update this form with your broker. Maintain a copy for your records.**

# CONSUMER NOTICE

## THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

Licensees may enter into the following agency relationships with consumers:

### *Seller Agent*

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

### *Buyer Agent*

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

### *Dual Agent*

As a dual agent, the licensee works for both the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

### *Designated Agent*

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

- Regardless of the business relationship selected, all licensees owe consumers the duty to:

- Exercise reasonable professional skill and care which meets the practice standards required by the Act.
- Deal honestly and in good faith.
- Present, as soon as practicable, all written offers, counteroffers, notices, and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
- Comply with Real Estate Seller Disclosure Act.
- Account for escrow and deposit funds.
- Disclose all conflicts of interest in a reasonably practicable period of time.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.

- The following contractual terms are negotiable between the licensee and the consumer and must be addressed in an agreement/disclosure statement:

- The duration of the licensee's employment, listing agreement or contract.
- The licensee's fees or commission.

