



## **BUYER AGENCY AGREEMENT**

THE BUYER UNDERSTANDS BROKER COMPENSATION IS NOT SET BY LAW OR BY ANY REAL ESTATE ORGANIZATION AND IS NEGOTIABLE BETWEEN BUYER AND THE BROKER.

This Agreement, dated \_\_\_\_\_, is entered into between \_\_\_\_\_, hereinafter referred to as the "Buyer," and \_\_\_\_\_, a licensed real estate agent, hereinafter referred to as the "Agent."

The following professional fee was negotiated between the Agent and the Buyer. Real estate commission rates are not set by state or federal law but by the individual agent and brokerage.

**FEE FOR SERVICE:** The Buyer agrees to ensure that the Agent is paid a fee in the amount of \_\_\_\_\_ percent (\_\_\_\_%) based on the final sales price of any property the Buyer purchases during the term of this Agreement.

**METHOD OF PAYMENT:** The Agent will make every effort to have the fee included in the contract price of the property. If this inclusion is unsuccessful, the Buyer agrees to pay the fee at the closing of the property sale.

**SCOPE (check one):**

- ☐ This Agreement applies regardless of whether the Buyer purchases the property through the Agent, directly from a homeowner, or through another real estate agent.
- ☐ This Agreement only applies to homes the "agent" discusses with the "buyer".

**TERM & TERMINATION:** This Agreement will expire on \_\_\_\_\_. Should the Buyer or the Agent wish to terminate this Agreement before the end of the term, written notice of at least thirty (30) days must be given. Both parties must agree to terminate this agreement.

**PROTECTION PERIOD:** Buyer agrees that if Buyer purchases any property shown or introduced to them by Broker/Agent during the term of this Agreement, but after its expiration, Buyer shall be responsible for paying the full brokerage fee as outlined in this Agreement.

**PROFESSIONAL FEE EARNED:** Buyer acknowledges that if Buyer enters into a purchase contract and subsequently elects to cancel, terminate, or otherwise withdraw from said contract for any reason, Buyer shall remain responsible for the agreed-upon brokerage compensation as outlined in this Agreement. This fee is considered earned upon execution of a purchase contract, regardless of whether the transaction ultimately closes.

**GOVERNING LAW:** This Agreement shall be governed by the laws of Louisiana.

**ENTIRE AGREEMENT:** This document contains the entire agreement between the Buyer and the Agent and supersedes any previous understandings, written or oral, relating to the subject matter of this Agreement. The broker will not receive compensation from any source that exceeds the amount or rate agreed to with the buyer.

**AMENDMENTS:** Any changes or modifications to this Agreement must be in writing and signed by both parties.

**BUYER:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AGENT/CO-AGENT:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_