

NON-EXCLUSIVE BUYER AGENCY CONTRACT

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

4 By this Contract BUYER retains and appoints BROKER to assist BUYER in the procurement of property
5 ("Property") and to negotiate terms and conditions acceptable to BUYER for the procurement of the Property
6 as generally described in this Contract; however, BROKER shall not be obligated to seek other properties
7 after BUYER enters into a Contract to purchase the Property.
8

9 2. **GENERAL DESCRIPTION OF PROPERTY.** BUYER desires to purchase real property, described as
10 follows:

11 Type: Residential Income Vacant Land Commercial Other _____

12 GENERAL LOCATION: _____

13 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 REPRESENTATIONS.**

- 20 a. BUYER agrees to enter into a written agreement before touring properties with BROKER.
21 b. BUYER warrants that BUYER is not currently obligated under any other Exclusive Buyer Agency
22 Contracts.
23 c. BUYER warrants that BUYER is not obligated to pay any brokerage fees for properties that were
24 previously shown to BUYER.
25 d. BUYER warrants that BUYER is not aware of any facts that would prevent them from closing any sale
26 entered into under this Contract.
27 e. BUYER agrees to comply with all applicable federal, state and local laws, rules and regulations and
28 ordinances, including fair housing and civil rights statutes and rules and regulations.
29 f. BUYER shall attempt to secure written loan pre-approval and disclose to BROKER the status of
30 BUYER'S loan approval and shall provide a copy of current loan approval documents including all
31 conditions and limitations required by lender.
32

33 5. **BROKER'S OBLIGATIONS.**

- 34 a. Perform the terms of this Contract, exercise reasonable skill and care for BUYER, and promote the
35 interests of BUYER with the utmost good faith, loyalty and fidelity unless acting as a Transaction Broker,
36 or as a Disclosed Dual Agent (**Missouri only**).
37 b. Seek a price and terms acceptable to BUYER.
38 c. Provide, at a minimum, the following services:
39 1. Accept delivery of and present to BUYER offers and counter offers to purchase the property the
40 BUYER seeks to purchase;
41 2. Assist BUYER in developing, communicating, negotiating and presenting offers, counter offers,
42 and notices that relate to the offers and the counter offers until purchase agreement is signed and
43 all contingencies are satisfied or waived; and
44 3. Answer BUYER'S questions relating to the offers, counter offers, notices, and contingencies.
45 d. In Missouri, BROKER shall not be obligated to continue to seek other properties while the client is a
46 party to a Contract to purchase Property; however, the BROKER must present all written offers to and
47 from the client regardless of whether the client is a party to a purchase or not.
48 e. Disclose to BUYER all adverse material facts actually known (or should have known, in Missouri) by
49 BROKER and advise BUYER to obtain expert advice as to material matters known by BROKER but the
50 specifics of which are beyond the BROKER'S expertise.
51 f. Account in a timely manner for all money and property received.
52 g. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances,
53 including fair housing and civil rights statutes and rules and regulations.

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- 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 the
65 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.

77
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.

93
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.

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112 f. BUYER shall be released and relieved of any obligation to pay the BROKER'S fees described herein, if
113 through no fault on the part of the BUYER, the Seller fails to close the transaction. This provision shall
114 not, however, relieve the Seller of any obligation to pay such fees as may be applicable. If such
115 transaction fails to close because of any breach of the sale Contract on the part of BUYER, BROKER'S
116 fees will not be waived, but will be due and payable by BUYER immediately.
117

118 7. **BROKERAGE RELATIONSHIP DISCLOSURE.** BUYER acknowledges receiving (a) the Broker
119 Disclosure Form (in Missouri) on or before the signing of the Agreement, or upon the licensee
120 obtaining any personal or financial information, whichever occurs first; OR, (b) the Real Estate
121 Brokerage Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri
122 "Form" or Kansas "Brochure" needs to be read by all consumers. BUYER understands and agrees
123 that BROKER can show any property which is available for sale, including properties which are listed with
124 Sellers with whom BROKER has a brokerage relationship. BROKER shall notify BUYER and Seller of
125 BROKER'S intention to represent both of them (**Disclosed Dual Agency is available only in Missouri**), to
126 represent neither but to assist both BUYER and Seller (Transaction Broker in both Kansas and Missouri), or
127 designate an agent for the BUYER and another to represent Seller (Designated Agency in both Kansas and
128 Missouri). BUYER understands that BROKER may show alternative properties not listed by BROKER to
129 BUYER and may show all such properties for sale to other buyers without breaching any duty or obligation
130 to BUYER.

- 131 • **Buyer Agency.** The Buyer's agent represents BUYER only, so Seller may be either unrepresented or
132 represented by another agent. The BUYER'S agent is responsible for performing the following duties:
133 promoting the interests of BUYER with the utmost good faith, loyalty and fidelity; protecting BUYER'S
134 confidences, unless disclosure is required by law; presenting all offers in a timely manner; advising BUYER
135 to obtain expert advice; accounting for all money and property received; disclosing to BUYER all adverse
136 material facts that the agent knows; disclosing to Seller all adverse material facts actually known by the
137 agent, including all material facts concerning BUYER'S financial ability to perform the terms of the
138 transaction. The BUYER'S agent has no duty to: conduct an independent investigation of BUYER'S financial
139 condition for the benefit of Seller; independently verify the accuracy or completeness of statements made by
140 BUYER or any qualified third party.
- 141 • **Transaction Broker. (Kansas and Missouri).** BUYER acknowledges that BROKER may have clients who
142 have retained BROKER to represent them in the sale of property. If the property owned by one of these
143 clients is one in which BUYER becomes interested in making an offer, BROKER would be in the position of
144 representing BUYER and the Seller in the same transaction. Unless Designated Agents have been
145 appointed as provided below, this representation would constitute a dual agency (**Missouri only**). With the
146 informed consent of both BUYER and the Seller, BROKER may act as a Transaction Broker. As a
147 Transaction Broker, BROKER would assist the parties with the real estate transaction without being an
148 agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms
149 of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care
150 and diligence as a Transaction Broker, including but not limited to: presenting all offers and counter offers in
151 a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of
152 intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain
153 expert advice as to material matters about which the Transaction Broker knows but the specifics of which
154 are beyond the expertise of such BROKER; accounting in a timely manner for all money and property
155 received; disclosing to each party to the transaction any adverse material facts of which the Transaction
156 Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions
157 of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the
158 Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the
159 informed consent of the party or parties disclosing such information to the Transaction Broker: that BUYER
160 is willing to pay more than the Purchase Price offered for the Property; that a Seller is willing to accept less
161 than the asking price for the Property; what the motivating factors are for any party buying, selling or leasing
162 the Property; that a Seller or BUYER will agree to financing terms other than those offered; any confidential
163 information about the other party, unless disclosure of such information is required by law, statute, rules or
164 regulations or failure to disclose such information would constitute fraud or dishonest dealing. **A separate
165 Transaction Broker Addendum must be signed by all parties when this arrangement is used.**

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- **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and responsibilities as the agent.
- **Disclosed Dual Agency. (Missouri only)** BROKER may have clients who have retained BROKER to represent them in connection with the sale of property. If a Seller represented by BROKER has property in which BUYER becomes interested in making an offer, BROKER is in the position of representing both BUYER and Seller in that transaction. This representation, known as dual agency, can create inherent conflicts of interest. A Dual Agent shall be a limited agent for both BUYER and Seller and shall have the duties of BUYER'S or Seller's agent except that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information: (1) is material to the transaction unless it is confidential information that has not been made public or; (2) becomes public by the words or conduct of the client to whom the information pertains or; (3) is obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent of the client to whom the information pertains, that BUYER is willing to pay more than the Purchase Price offered for the Property; that a Seller is willing to accept less than the asking price for the Property; what the motivating factors are for any client, buying or selling the Property; that a client will agree to financing terms other than those offered and/or the terms of any prior offers or counter offers made by any party. A Dual Agent shall not disclose to any other client any confidential information about the other client unless the disclosure is required by statute, rules or regulations or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial proceeding or before a professional committee. **A separate Disclosed Dual Agency Amendment must be signed by BUYER and Seller when this form of agency is used.**
- **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been designated by BROKER, or BROKER'S authorized representative, to act as the agent of a BUYER represented by BROKER or a Seller represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in Kansas or Missouri. A Designated Buyer's Agent will perform all of the duties of a Buyer's Agent.
If a Designated Agent is appointed to represent BUYER, BUYER understands and agrees that:
 - a. The Designated Agent will perform all of the duties of the BUYER'S Agent and will be BUYER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
 - b. Another licensee with the BROKER may act as a Designated Agent for a Seller in BUYER'S purchase of the Property.
 - c. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
 - d. If the Designated Agent for BUYER is also the Designated Agent of a Seller, the Designated Agent cannot represent both BUYER and Seller. With the informed consent of both the BUYER and Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.
 - e. If BUYER is represented by a Designated Agent of BROKER and wants to see property which was personally listed by the supervising broker, the supervising broker, with the written consent of the Seller, may specifically designate an affiliated licensee who will act as the Designated Agent for Seller.

8. BROKERAGE RELATIONSHIPS CONFIRMATION. BUYER consents to the following Brokerage Relationships (*Check applicable 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)**

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BUYER | BUYER

- 227 9. **COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES.** BROKER shall not obtain or order products
 228 or services from outside sources unless BUYER agrees in writing to pay for the same immediately when
 229 payment is due. Examples of such outside sources would include, but are not limited to, surveys, soil tests,
 230 title reports, engineering studies, or inspections.
 231
- 232 10. **DISCLOSURE OF BROKER'S ROLE.** At the time of every initial contact, BROKER shall inform all
 233 prospective Sellers and their agents with whom BROKER negotiates pursuant to this Contract that BROKER
 234 acts on behalf of a BUYER. BUYER authorizes BROKER to cooperate with other brokers and sales agents
 235 and share in any compensation due under this Contract.
 236
- 237 11. **BUYER'S IDENTITY.** Unless otherwise expressly requested in writing, BROKER has BUYER'S permission to
 238 disclose BUYER'S identity to third parties without prior written consent of BUYER. BUYER additionally agrees
 239 to provide BROKER, upon request, relevant personal and financial information to assure BUYER'S ability to
 240 acquire property described above.
 241
- 242 12. **OTHER POTENTIAL BUYERS.** BUYER understands that other potential buyers may consider, make offers
 243 on, or purchase through BROKER the same or similar properties as BUYER seeks to acquire. BUYER
 244 consents to BROKER'S representation of such potential buyers before, during and after the expiration of this
 245 Contract. In such a situation, BROKER will not disclose to either buyer the terms of another buyer's offer.
 246
- 247 13. **NON-ASSIGNMENT OF CONTRACT.** BUYER and BROKER understand and agree that the relationship
 248 created by this Contract is a personal one and that neither BUYER nor BROKER shall have the right to assign
 249 this Agency Contract to third parties.
 250
- 251 14. **FRANCHISE DISCLOSURE.** (check if applicable) BROKER is a member of a franchise and pursuant to
 252 the terms of its franchise agreement, the franchisor has no legal liability for the actions of BROKER, despite
 253 its use of franchisor's trade or insignia.
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- 255 15. **LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests BUYER seek legal, tax, and other
 256 professional advice relative to any real estate transaction. BROKER makes no representation or warranty
 257 respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax,
 258 financing, surveying, structural or mechanical condition, hazardous material, engineering, or other
 259 specialized topics. BUYER is encouraged to seek expert help in such areas. BROKER will cooperate with
 260 experts engaged by BUYER, but BROKER shall have no liability to BUYER pertaining to such matters.
 261
- 262 16. **ENTIRE AGREEMENT.** This Agency Contract constitutes the entire agreement between the parties; any prior
 263 agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.
 264 There shall be no modification of any of the terms of this Contract unless such modification has been agreed to
 265 in writing and signed by all parties.
 266
- 267 17. **CYBER PROTECTION.** As a BUYER involved in a real estate transaction where money is changing hands,
 268 BUYER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any
 269 money.
 270
- 271 18. **ADDITIONAL TERMS AND CONDITIONS, IF ANY:** _____
 272 _____
 273 _____
 274 _____
 275 _____
 276

277 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
 278 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
 279 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY 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 act as a **Designated Agent(s)** on BUYER'S behalf. BUYER consents to the above named **Designated Agent(s)** acting as BUYER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the Seller), subject to both BUYER and Seller signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which must be signed by BUYER prior to writing an offer to purchase the Property and by Seller prior to signing the Contract.

BROKER'S Signature (required in Missouri)

FOR
TRAINING
PURPOSES
ONLY

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised July 2024. All previous versions of this document may no longer be valid. Copyright August 2024.