

AGREEMENT TO WORK WITH BUYER AS A CUSTOMER



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For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, _____ as buyer ("Buyer") and _____ as broker and its affiliated licensees (hereinafter collectively referred to as "Broker" or "Buyer's Broker") do hereby enter into this agreement ("Agreement") this date of _____.

1. **Agreement to Work with Buyer as Customer.** Buyer hereby agrees to work with Broker in locating real property to purchase suitable to Buyer's needs. In working with Buyer, Buyer's Broker shall not be representing Buyer as a client but shall only be working with Buyer as a customer. As a customer, Broker cannot represent or advise Buyer on brokerage matters as Broker would be able to do if Broker were representing Buyer but can only perform ministerial tasks on behalf of Buyer. (The terms "client", "customer" and "ministerial acts" shall have the meaning that they have in the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.). Buyer or Broker can terminate this Agreement at any time upon written or electronic notice to the other party.
2. **Customer Acknowledgement Regarding Compensation to Broker.** Broker will have the right to share in the Compensation being paid to the seller's broker on any property purchased by Buyer if Broker is the procuring cause of the sale (or if Broker would have been the procuring cause but for Customer's abandonment of Broker in the transaction).
3. **Arbitration.** All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of Compensation hereunder.
4. **Compensation for Professional Services of Broker ("Compensation").**
 - A. **Generally:** Compensation to Broker(s) is negotiable and is not set by state law. However, this does not obligate individual licensees and brokerage firms to necessarily negotiate their Compensation.
 - B. **Compensation to Buyer's Broker:** Buyer agrees to pay Buyer's Broker the Compensation set forth below at the closing of any Contract to Purchase (as that term is hereinafter defined)
 - _____ percent (_____ %) of the sales price;
 - \$ _____;
 - (other) _____.
 - C. **Optional Compensation from Seller or Seller's Broker to Buyer's Broker:** Buyer hereby approves or disapproves Buyer's Broker receiving Compensation from Seller or Seller's Broker. Nothing herein should be interpreted as a promise by Seller or Seller's Broker to pay or offer to pay Compensation to Buyer's Broker herein.

If Buyer approves such Compensation being paid by the Seller and/or Seller's Broker to the Buyer's Broker, the maximum amount the Buyer's Broker may receive from Seller and/or Seller's Broker is as follows:

 - _____ percent (_____ %) of the sales price;
 - \$ _____;
 - (other) _____.
 - D. **Possible Reduction in Buyer's Compensation Obligation to Buyer's Broker:** Any Compensation Buyer's Broker receives from Seller or Seller's Broker shall: *[Select one. The boxes not checked shall not be a part of this Agreement.]*
 - reduce the Compensation Buyer shall pay to Buyer's Broker dollar for dollar;
 - not reduce the Compensation Buyer shall pay to Buyer's Broker;
 - special exceptions to the Compensation paid from Buyer to Buyer's Broker, as set forth below:

- E. When Compensation is Due:** Buyer shall be obligated to pay Buyer's Broker the Compensation referenced above at the closing of any property that Buyer purchases that was shown to or identified by Buyer's Broker to Buyer within the later of ____ days of the date of this Agreement (referenced above) or the last date that Buyer's Broker showed any Property to Buyer. Notwithstanding the above, this section shall not apply if Buyer enters into an exclusive buyer brokerage agreement with another broker.
- F. Definition of Buyer and Seller:** For the purposes of determining whether Buyer has purchased real property herein, thus triggering Buyer's obligation to pay the Compensation, the term "Buyer" shall include Buyer, all members of Buyer's immediate family, any legal entity in which Buyer or any member of Buyer's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interest therein, and any third-party who is acting under the direction or control of any of the above parties. For the purposes of this Agreement, the term "seller" shall include seller, all members of seller's immediate family, any legal entity in which seller or any member of seller's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interest therein, and any third-party who is acting under the direction or control of any of the above parties.
- G. Definition of Contract to Purchase:** For all purposes hereunder, the term "Contract to Purchase" shall mean a real estate purchase and sale agreement, option to purchase real property, agreement to exchange real property or contract to purchase shares, partnership or membership interests in a legal entity owning real property (hereinafter "Contract to Purchase").
- 5. LIMIT ON BROKER'S LIABILITY. BUYER ACKNOWLEDGES THAT BROKER:**
- A. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF COMPENSATION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMPENSATION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO COMPENSATION IS PAID TO BROKER, THAN A SUM OF \$100; AND**
- B. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**
- 6. Independent Contractor Relationship.** This Agreement shall create an independent contractor relationship between Broker and Buyer. Broker shall at no time be considered an employee of Buyer. Unless otherwise stipulated, all affiliated licensees of Broker are independent contractors of Broker.
- 7. Buyer's Duties. Buyer agrees to:**
- A.** inform Broker in the event Buyer enters into an Exclusive Buyer Brokerage Engagement Agreement with another broker;
- B.** be reasonably available to see property with Broker or property for which Broker has arranged Buyer to see;
- C.** timely respond to communications from Broker;
- D.** provide Broker with accurate and complete information;
- E.** inspect and become familiar with any property that Buyer enters into a real estate purchase and sale agreement, option to purchase real property, agreement to exchange real property or contract to purchase the shares, partnership or membership interests in a legal entity owning real property (hereinafter "Contract to Purchase"), including, but not limited to, potentially adverse conditions and conditions of special concern to Buyer relating to the physical condition of any property in which Buyer becomes interested, any improvements located thereon and the neighborhood surrounding such property;
- F.** carefully read the terms of all disclosures, reports and Contract to Purchase and comply with the duties and deadlines contained therein;
- G.** work non-exclusively with Broker in identifying, previewing and seeing property for purchase by Buyer;
- H.** disclose to Broker at the commencement of this Agreement whether Buyer previously worked with any other real estate broker and the address of the properties, if any, Buyer made an offer to purchase or for which Buyer may owe Compensation to another broker if Buyer now purchases.
- 8. Fair Housing Disclosure.** Buyer acknowledges that Broker is committed to providing equal housing opportunities to all persons. While Broker may show Buyer properties of a type or in any specific geographical area requested by Buyer, Broker may not steer buyers to or away from particular areas based upon race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
- 9. Disclaimer Regarding the Purchase of Certain Property.** Buyer acknowledges that O.C.G.A. § 2-1-7 prohibits certain nonresident aliens, foreign persons, foreign companies and U.S. companies owned by any of the above from buying or possessing certain land within a ten (10) mile radius of any military base, military installation, or military airport. If Buyer fits into one of the above categories, Buyer agrees to carefully read the entirety of the above referenced Code section before contracting to purchase such land. Buyer should consult with legal counsel to fully understand the law. In such event, Buyer shall indemnify and hold Broker harmless from any and all claims, causes of action, suits and damages arising out of or relating to Buyer's failure to comply with the law. Violating the law can subject Buyer to civil and criminal penalties. The law also requires certain sellers and others to divest themselves of such property within certain time periods if they are now no longer legally able to purchase such property.
- 10. Statute of Limitations.** All claims of any nature whatsoever against Broker and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred

11. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

12. WARNING TO BUYERS REGARDING IDENTITY THEFT; INDEMNIFICATION; COVENANT NOT TO SUE. Buyer acknowledges that there is an increasing amount of identity theft involving persons impersonating sellers of property and attempting to sell property they do not own. This is particularly the case in the sale of lots and vacant properties. Buyer should take extra precautions to verify the identity of the seller of any property Buyer contracts to buy. Buyer acknowledges that with the increasing sophistication of the fraudsters, the risk of being defrauded exists regardless of the steps Buyer and others may take to help Buyer verify the identity of the seller. Buyer is therefore strongly encouraged to purchase an enhanced title insurance policy on any property Buyer is buying to try to protect against this risk. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer covenants not to sue any Broker(s) involved in any real estate transaction Buyer enters into during the term of this Agreement ("Covered Transaction") for any damage, arising out of or relating to a fraudulent seller. All of the Brokers involved in any Covered Transaction are express third party beneficiaries of this section.

13. Receipt by Buyer of Consumer Protection Brochures. Brochures referenced herein are prepared courtesy of the Georgia Association of REALTORS®. The recommendations are general in nature and are not intended to be exhaustive. Some of the recommendations may not apply to specific properties. Buyers are encouraged to consult with experts and professionals of their own choosing to ensure that they are protected.

The following Brochures and/or Exhibits have been received by the Buyer(s): (Check all that apply. Any box not checked means the Buyer(s) has not received that brochure or other consumer information)

- GAR CB01 – The ABC's of Agency
- GAR CB04 – Lead Based Paint Pamphlet
- GAR CB07 – Mold Pamphlet
- GAR CB08 – EPA Home Buyer's and Seller's Guide to Radon Pamphlet
- GAR CB13 – Protect Yourself When Buying Real Property
- GAR CB16 – What to Consider When Buying Real Property in a Community Association
- GAR CB19 – What to Consider When Buying a Home in a Condominium
- GAR CB22 – Protect Yourself When Buying a Home to be Constructed
- GAR CB25 – What Buyers Should Know About Flood Hazard Areas and Flood Insurance
- GAR CB28 – What Buyers and Sellers Should Know About Short Sales and Distressed Properties
- GAR F149 – Retainer Fee Exhibit

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

Additional Special Stipulations (F246) are attached.

BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT: (1) BUYER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) BUYER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) BUYER IS NOT SUBJECT TO A CURRENT EXCLUSIVE BUYER BROKERAGE ENGAGEMENT AGREEMENT WITH ANY OTHER BROKER. IF A LICENSEE IS SIGNING THIS AGREEMENT ON BEHALF OF BROKER, LICENSEE WARRANTS THAT LICENSEE HAS FULL AUTHORITY TO SIGN THIS AGREEMENT AND BIND BROKER HERETO.

BUYER'S ACCEPTANCE AND CONTACT INFORMATION

1 Buyer's Signature

2 Buyer's Signature

Print or Type Name _____ Date _____

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice _____

Buyer's Address for Receiving Notice _____

Buyer's Phone Number: Cell Home Work

Buyer's Phone Number: Cell Home Work

Buyer's E-mail Address _____

Buyer's E-mail Address _____

Additional Signature Page (F146) is attached.

BROKER / BROKER'S AFFILIATED LICENSEE CONTACT INFORMATION

Brokerage Firm _____

MLS Office Code _____ Brokerage Firm License Number _____

Broker/Affiliated Licensee Signature _____

Broker's Phone Number _____ Fax Number _____

Print or Type Name _____ Date _____

Broker's Address _____

Licensee's Phone Number _____ Fax Number _____

Licensee's E-mail Address _____

GA Real Estate License Number _____

REALTOR® Membership _____

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY BUYER.

The above Agreement is hereby accepted, _____ o'clock _____ .m., on the date of _____.