



# ValleyMLS Buyer Showing Agreement



\_\_\_\_\_, 20\_\_\_\_\_

1. Customer(s) Name(s): \_\_\_\_\_

As buyer(s)

2. Customer appoints Licensed Real Estate Agent \_\_\_\_\_ (“Licensee”) with Brokerage \_\_\_\_\_ (“Company”) to assist Customer with transaction brokerage services (“Services”) in Showing acceptable real property for purchase located \_\_\_\_\_

3. **Notices:** All correspondence under this Agreement, including amendments thereto, shall be in writing and shall be delivered via Email or Text.

Customer:

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_.

4. **Period of Agreement:** This agreement is valid from \_\_\_\_\_ to \_\_\_\_\_.

5. **Transaction Brokerage Services Defined:** Transaction brokerage services are services a real estate licensee may perform to assist a buyer and/or seller in a contemplated real estate transaction without being an agent, fiduciary, or advocate of the buyer or seller under Alabama Code 34-27-81 (17). The licensee is not an agent of the customer and does not perform the same services as an agent. This allows the licensee to serve as an intermediary between the buyer and seller. The basic function of the licensee as a transaction broker is to bring a buyer and seller together to complete the real estate transaction. For additional information, the Customer should review the Alabama Administrative Rule 790-x-3-.13.

6. **Compensation**

- *Real Estate Agent must conspicuously disclose the amount or rate of any compensation received from any source.*
- *The amount of compensation must be objectively ascertainable and may not be open-ended (e.g., “buyer broker compensation shall be whatever amount the seller is offering to the buyer”).*
- *The Real Estate Agent may not receive compensation from any source that exceeds the amount or rate agreed to with the buyer.*
- **Broker commissions are not set by law and are fully negotiable.**

a) (For Buyer): Customer has paid \$ \_\_\_\_\_ (\$0 if left blank) retainer as partial consideration for the employment of Licensee’s services. This fee is not refundable and is credited towards the total compensation. Customer shall pay a total compensation amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % (both 0 if left blank) of the gross purchase price at the time of closing for property either (i) purchased during the Agreement Period or (ii) contracted for within \_\_\_ days (30 days if left blank) after this Agreement expires or is terminated if the property was shown or presented to Customer by Licensee or Company during the Agreement Period.

b) Legal Notice: Failure to complete fee blank within Paragraph 5 may be a violation of Alabama real estate license law and may cause the validity of this Agreement to be called into question.

7. **Services:** Since Licensee and Company are not agents of Customer, Licensee, and Company agree to provide the following services as may be required and as allowed as a transaction broker:

- a) For Buyer: i) Assess Customer’s real estate needs; ii) Provide financing information; iii) Locate and show available properties to Customer; iv) Prepare written offer(s) to purchase based on Customer’s direction; v) Deliver written offers and counteroffers, if necessary, to a seller; vi) Monitor closing activities; and vii) Other duties (as applicable): \_\_\_\_\_.

8. **Additional Provision in Preparation to be Shown:**

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9. **Signatures:** The undersigned Parties acknowledge the provisions of this Agreement have been read and approved and further acknowledge receipt of a copy hereof:

10. **Buyer Agency Agreement:** As real estate transactions have become more complex and varied, the types of real estate brokerage arrangements available to the public have evolved to meet the changing needs of consumers entering the market. The undersigned Parties acknowledge that if the Party(s) wish to receive representation in the real estate transaction, an Exclusive Buyer Agency Agreement will need to be executed.

11. **Fair Housing:** Broker agrees and adheres to the standard of showing real properties made available to the Buyer without regard to race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, or national origin.

12. **Disclaimer:** Buyer acknowledges that the Broker is not a professional or expert in matters of law, tax codes, financing, surveying, engineering, architectural, structural, environmental, other physical condition, or non-physical details of real property. In addition, the Broker advises and recommends the Buyer seek expert professional services from inspectors, lenders, attorneys, tax advisors, engineers, and title agents among others for advice on such matters

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Licensee Signature

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Date

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Customer Signature

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Date

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Customer Signature

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Date