



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.**
- Retainer Fee. A non-refundable retainer fee is to be paid by the Buyer in the amount of \$ _____ and is due from the Buyer at the time of signing. The Buyer is aware that the Retainer Fee is allowed Or is not allowed to be paid to the Buyers Broker in addition to the Brokerage Fees.
- The fee Buyer shall pay Broker at the time of closing the transaction is a fee equal to _____% of the purchase price or \$ _____. The Buyer may include in any offer to purchase a requirement that the seller shall pay such fee. Any amount that the seller and/or listing agency agree to pay to the Broker shall be credited against such fee. Should the Broker or Broker’s agent procure a transaction, and a seller fails to close through no fault of the Buyer, or the transaction fails to close due to action or inaction of the Seller, fees payable pursuant to this Paragraph shall be waived. If Buyer is at fault, the full fee shall be due and payable to Broker immediately by Buyer.
- Legal Notice: Failure to complete fee blank within Paragraph 6 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 for Buyer as may be required and as allowed as a transaction broker:

- Assess Customer’s real estate needs
- Provide financing information.
- Locate and show available properties to Customers.
- Prepare written offer(s) to purchase based on the Customer’s direction.
- Deliver written offers and counteroffers, if necessary, to a seller.

- Monitor closing activities; and
- Other duties (as applicable): _____.

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

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

13. **Terminology:** For the purposes of this contract, (1) the term working day(s) used throughout this Agreement shall be deemed to be weekdays (Monday-Friday) ending at 11:59 p.m. local time (at the location of the Premises) unless otherwise specified in this Agreement. (In the event a performance deadline occurs on a Saturday, Sunday or holiday, as defined herein, the performance deadline shall be extended to the next following working day. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date). The following days shall be recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Licensee Signature

Date

Customer Signature

Date

Customer Signature

Date