

OKLAHOMA REAL ESTATE COMMISSION

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

BUYER BROKER SERVICE AGREEMENT

1. Purpose of Brokerage. Buyer desires to purchase, lease, option, or exchange (collectively "Purchase") real estate through the services and resources of the Broker. Broker's services may include, but not be limited to, consulting with Buyer regarding properties and the availability of financing; formulating acquisition and purchase agreements, assisting in the communication and negotiation of contracts, and receiving delivery of any offers made by Buyer and accepted by Seller.

If this form is used as part of a lease or rental transaction, the term "Seller" shall mean "Landlord", the term "Buyer" shall mean "Tenant", the term "gross selling price" shall mean "total lease price" and the term "Purchase Agreement" shall mean "Lease Agreement".

2. Entering Agreement. Broker and Buyer both acknowledge that a written Agreement must be signed and entered into before Broker may begin showing properties to Buyer.

3. Buyer Representation. Buyer has **not** signed a written Brokerage Agreement currently in force with another Broker.

4. Buyer Affidavit. Buyer acknowledges that Oklahoma law requires Buyer to sign an Affidavit before closing on a property attesting that Buyer is either a United States Citizen, Native American, or a Non-Citizen / Alien who is or shall become a bona fide resident of Oklahoma in compliance with 60 O.S. § 121.

5. Duration of Agreement. This Agreement is entered into this _____ day of _____, 20_____. This Agreement shall expire on the _____ day of _____, 20_____ (60 days if left blank). Buyer agrees during the term of this Agreement, any and all inquiries and/or negotiations relating to the acquisition by the Buyer of any desired property shall be through the undersigned Broker.

6. Termination of Agreement. This Agreement may be canceled by either Party by providing at least three (3) business days' notice in writing unless Buyer is under contract to purchase the Property. Buyer's Termination of Agreement does not relieve Buyer of the obligation to compensate Broker for purchase agreements executed within _____ days (60 if left blank) after Termination, if the property acquired was presented to Buyer through brokerage services of Broker.

7. Compensation of Broker. Buyer acknowledges the Compensation in this Agreement is fully negotiable and not set by law. The compensation section of this Agreement must be completed before it can be signed by the Buyer. This Agreement is not enforceable if this section is left blank.

The Compensation for Buyer's Broker (the "Compensation") shall be: (check only those that apply)

a. Buyer shall pay the Broker, at closing, an amount equal to \$_____ or _____% of the final gross selling/lease price. Buyer shall receive a credit towards the payment of the Compensation in an amount equal to any payment made to the Broker by any other Broker or the Seller.

b. Buyer shall pay Broker a retainer fee of \$_____ (\$0 if left blank) due and payable upon execution of this Agreement, which amount shall be applied towards the Compensation upon closing on a transaction in which Buyer acquires Property. In all other circumstances, the payment shall be considered as a non-refundable retainer fee earned by the Broker.

c. Other: _____

Unless otherwise specified above, the Compensation is due and payable upon Closing. The Compensation shall apply to any purchase agreements executed during the term of this Agreement or any extension of this Agreement. The Compensation also applies to purchase agreements executed within _____ days (60 if left blank) after the expiration or termination of this Agreement, if the property acquired was presented to Buyer through brokerage services of the Broker.

Buyer's Initials _____ Buyer's Initials _____

8. **Failure to Close.** If Seller fails to close with no fault on the part of Buyer, the Compensation shall be waived. If the transaction does not close due to a breach of Contract of Sale by the Buyer, the Compensation shall NOT be waived and shall become immediately due and payable.
9. **Compensation to Broker by Seller.** The Listing Broker or Seller is not required to make an offer of compensation to Buyer's Broker.
- a. **Seller's Offer Equal to Compensation.** If the amount of compensation offered by the Seller is equal to the Compensation listed in Paragraph 7, the Buyer shall not be obligated to separately pay the Compensation listed in Paragraph 7.
- b. **Seller's Offer Greater than Compensation.** Compensation to Buyer's Broker must not exceed the compensation agreed to between Buyer and Broker in Paragraph 7 of this Agreement. If Seller's Offer is greater than the Compensation listed in Paragraph 7, Buyer shall not be obligated to separately pay the Compensation listed in Paragraph 7. The amount of compensation offered by Listing Broker or Seller that is greater than the Compensation listed in Paragraph 7 may be addressed by further written agreement and may include one of the following:
- i. Credit to Buyer (to the extent allowed by Buyer's lender and applicable State and Federal Law) and any non-allowed amount is credited back to the Seller; or
 - ii. Credit to the Seller; or
 - iii. Another option negotiated and agreed to in writing by the parties.
- Any option selected must be agreed to in writing by the parties.**
- c. **Seller's Offer Less than Compensation.** If Seller's Offer is less than the Compensation listed in Paragraph 7 the Buyer shall pay the remaining balance of the Compensation listed in Paragraph 7, unless otherwise agreed to in writing by the parties.
10. **Cost of Services or Products Obtained from Outside Sources.** Broker will not obtain or order products or services from outside sources (e.g., surveys, soil tests, title reports, inspections) without the prior consent of Buyer, unless provided by the Contract of Sale, Lease, Option or Exchange of Real Estate. Buyer agrees to pay all costs for products or services so obtained. Broker shall not be obligated to advance funds for Buyer.
11. **Other Buyers.** Buyer understands that other buyers may consider, make offers, or purchase through Broker the same or similar properties as Buyer is seeking to acquire. Within the same company, the Broker and their associated licensees (including the licensee assisting you), often provide brokerage services to more than one buyer at the same time.
12. **Equal Opportunity.** Properties shall be shown and be made available to Buyer without regard to age, race, color, religion, sex, handicap, familial status, national origin or as may be provided by local, state, or federal laws or regulations.
13. **Counterparts.** If more than one person is named as Buyer herein, separate conforming Agreements may be executed by each Buyer individually, and when so executed, the copies taken together shall be deemed to be a full and complete agreement between the Parties.
14. **Copy of Agreement.** Buyer acknowledges receipt of a copy of this Agreement and a copy of the Disclosure to Buyer of Brokerage Duties, Responsibilities, and Services. Broker has offered and made available to Buyer a copy of the Oklahoma Contract Guide available at www.orec.ok.gov

Buyer's Initials _____ Buyer's Initials _____

15. Additional Provisions.

Executed by Buyer this ____ day of _____, 20_____.

Buyer Name (Print)

Buyer's Signature

Buyer's Email Address

Buyer's Physical Address

Buyer's Telephone (Cell)

Buyer's Telephone (Work)

Buyer Name (Print)

Buyer's Signature

Buyer's Email Address

Buyer's Physical Address

Buyer's Telephone (Cell)

Buyer's Telephone (Work)

Executed by Broker this ____ day of _____, 20_____.

Buyer Broker / Associate Signature _____

Buyer Broker / Associate Name

Buyer Broker License Number

Buyer Broker / Associate Cellphone

Buyer Broker / Associate Email Address

Brokerage Name

Name of Managing Broker

Brokerage License Number

Managing Broker Office Telephone

Brokerage Office Address

Managing Broker Email Address

Buyer's Initials ____ Buyer's Initials ____

OKLAHOMA REAL ESTATE COMMISSION
DISCLOSURE TO BUYER OF BROKERAGE DUTIES,
RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement Exchange Agreement
 Contract of Sale of Real Estate Option Agreement Other _____

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
 - 1. receive all written offer and counteroffers;
 - 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 20_____.

Buyer's Printed Name _____ Buyer's Signature _____

Buyer's Printed Name _____ Buyer's Signature _____



179 WAYS

**AGENTS WHO ARE REALTORS®
ARE WORTH EVERY PENNY OF
THEIR COMPENSATION.**

Here's a look at all the things — big and small — that an agent who is a REALTOR® may do to help clients when buying and selling a home.

You know you earn every penny you get when you sell a home. This list can help you show your customers exactly what you do to help them buy or sell their home.



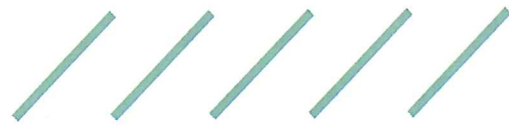
NATIONAL
ASSOCIATION OF
REALTORS®

PRE-LISTING ACTIVITIES

1. Make appointment with seller for listing presentation
2. Send seller a written or e-mail confirmation of listing appointment and call to confirm
3. Review pre-appointment questions
4. Research all comparable currently listed properties
5. Research sales activity from Local MLS Broker Marketplaces and public records databases
6. Research *Average Days on Market* for property of this type, price range, and location
7. Download and review property tax roll/assessor information
8. Prepare preliminary Comparable Market Analysis (CMA) to establish fair market value
9. Obtain copy of subdivision plat/complex lay-out
10. Research property's ownership and deed type
11. Research property's public record information for lot size and dimensions
12. Research and verify legal description
13. Research property's land use coding and deed restrictions
14. Research property's current use and zoning
15. Verify legal names of owner(s) in county's public property records
16. Prepare listing presentation package with above materials
17. Perform exterior Curb Appeal Assessment of subject property
18. Compile a formal file on property
19. Confirm current public schools and explain impact of schools on market value
20. Review listing appointment checklist to ensure all steps and actions are completed
21. Review Obsolete Property Rehabilitation Act (OPRA) Report from Township for all permitted records
22. Add client into your database

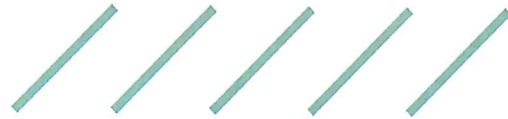


LISTING APPOINTMENT PRESENTATION



23. Give seller an overview of current market conditions and projections
24. Tour property
25. Review agent's and company's credentials and accomplishments in the market
26. Present company's profile and position or niche in the marketplace
27. Present preliminary CMA to seller, including comparable properties, sold properties, current listings, and expired listings
28. Offer pricing strategy with updates to CMA based on tour of home and updates, upgrades professional judgment, and current market conditions
29. Discuss goals with seller to market effectively
30. Explain market power and benefits of Local MLS Broker Marketplaces
31. Explain market power of web marketing, IDX and REALTOR.com
32. Explain the work you do behind the scenes and your availability on weekends
33. Explain role in screening for qualified buyers and protect seller from curiosity seekers
34. Present and discuss strategic master marketing plan
35. Explain transaction/agency brokerage relationship
36. Review and explain all clauses in listing contract and addendum, then obtain seller's signature once property is under listing agreement
37. Review current title information
38. Gather square footage/measure overall and heated square footage as required
39. Measure interior room sizes
40. Confirm lot size via owner's copy of certified survey, if available
41. Note all unrecorded property liens, agreements, easements
42. Obtain house plans, if applicable and available
43. Review house plans and make copy
44. Prepare showing instructions for buyers' agents and showing times with seller
45. Discuss possible buyer financing alternatives and options with seller
46. Review current appraisal if available
47. Identify Homeowner Association manager if applicable
48. Verify Homeowner Association Fees with manager—mandatory or optional, plus fees
49. Order copy of Homeowner Association bylaws, if applicable
50. Research electricity availability, supplier's name, and phone number

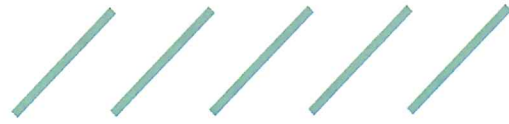
LISTING APPOINTMENT PRESENTATION (CONTINUED)



51. Have utility companies provide average utility usage from last 12 months of bills
52. Research and verify city sewer/septic tank system
53. Calculate average water fees or rates from last 12 months of bills
54. Confirm well status, depth and output from Well Report
55. Natural Gas: Research/verify availability, supplier's name, and phone number
56. Verify security system, current terms of service and whether owned or leased
57. Verify if seller has transferable Termite Bond
58. Ascertain need for lead-based paint disclosure
59. Prepare detailed list of property amenities and assess market impact
60. Prepare detailed list of property's inclusions and conveyances with sale
61. Compile list of completed repairs and maintenance items
62. Send vacancy checklist to seller if property is vacant and register the property with the township if it is vacant or a rental home
63. Explain benefits of Homeowner Warranty to seller
64. Assist sellers with completion and submission of Homeowner Warranty Application
65. Place Homeowner Warranty in property file for conveyance at time of sale
66. Have extra key made for lockbox and one for your file
67. Verify if property has rental units involved.
68. If the property does have rental units, make copies of all leases for retention in listing file
69. Verify all rents and deposits
70. Inform tenants of listing and discuss how showings will be handled

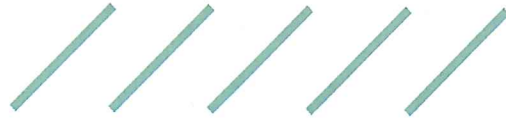


LISTING APPOINTMENT PRESENTATION (CONTINUED)

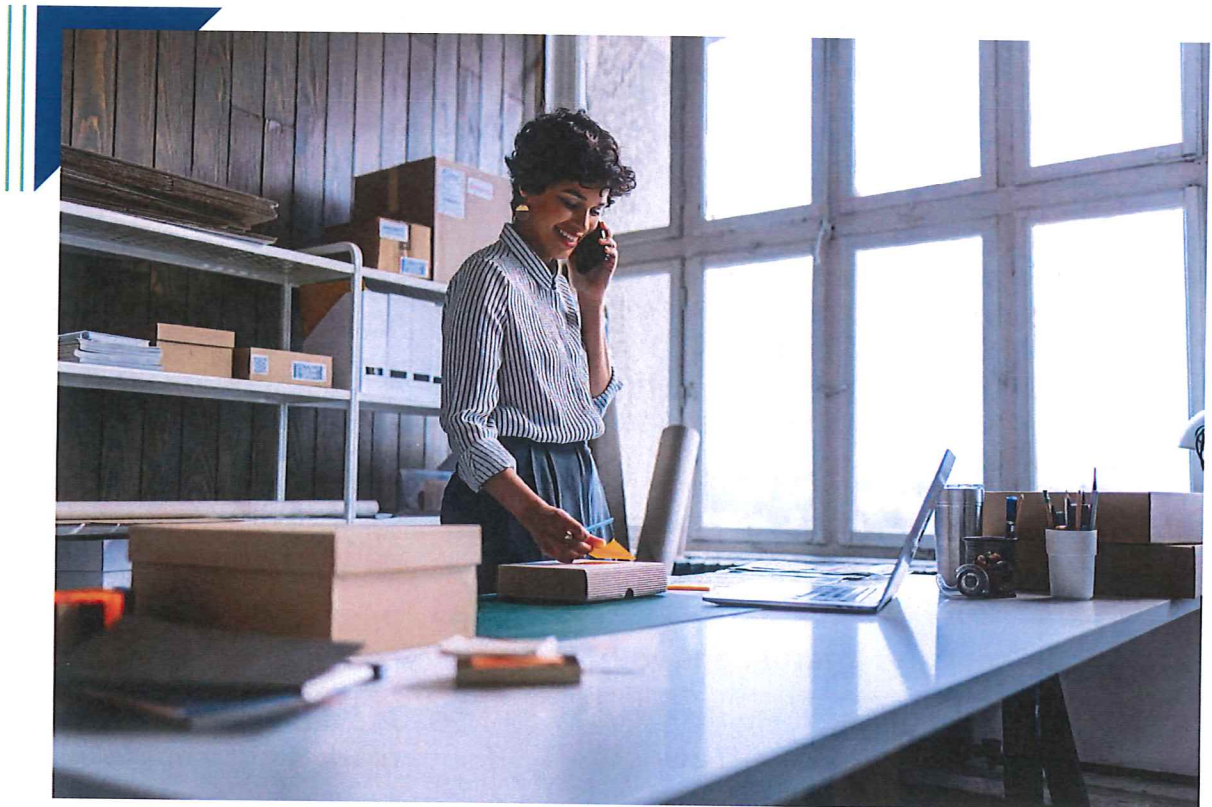


71. Arrange for installation of yard sign
72. Complete new listing checklist
73. Review curb appeal assessment and provide suggestions to improve saleability
74. Review interior décor assessment and suggest changes to shorten time on market
75. Load listing into transaction management software program
76. Prepare Local MLS Broker Marketplaces Profile Sheet
77. Enter property data from Profile Sheet into Local MLS Broker Marketplaces Database
78. Proofread Local MLS Broker Marketplaces database listing for accuracy—including proper placement in map
79. Add property to company's active listings list
80. Provide seller copies of the listing agreement and Local MLS Broker Marketplaces Profile Sheet within 48 hours or within the time period of Local MLS Broker Marketplace guidelines
81. Take additional photos for upload into Local MLS Broker Marketplaces and use in fliers
82. Create print and internet ads with seller's input
83. Coordinate showings with owners, tenants, and other agents.
84. Return all calls
85. Install electronic lock box if authorized. Program agreed-to showing times
86. Prepare mailing and contact list
87. Generate mail-merge letters to contact list
88. Order *Just Listed* labels and reports
89. Prepare fliers and feedback reports
90. Review comparable Local MLS Broker Marketplaces regularly to ensure property remains competitive
91. Prepare property marketing brochure for seller's review
92. Arrange for printing or copying of marketing brochures or fliers
93. Place marketing brochures in all company agent mailboxes
94. Upload listing to company and agent Internet site, if applicable
95. Mail out *Just Listed* notice to all neighborhood residents
96. Advise network referral program of listing
97. Provide marketing data to buyers through international relocation network buyers
98. Provide marketing data to buyers coming from referral network
99. Provide *Special Feature* cards for marketing, if applicable

LISTING APPOINTMENT PRESENTATION (CONTINUED)



- 100.** Submit ads to company's participating internet real estate sites
- 101.** Price changes conveyed promptly to all internet groups
- 102.** Reprint/supply brochures promptly as needed
- 103.** Feedback e-mails sent to buyers' agents after showings
- 104.** Review weekly market study
- 105.** Discuss with sellers any feedback from showings to determine if changes are needed
- 106.** Set up marketing reports on showing-time application and company website
- 107.** Place regular weekly update calls to seller to discuss marketing and pricing
- 108.** Promptly enter price changes in the Local MLS Broker Marketplaces database



OFFERS

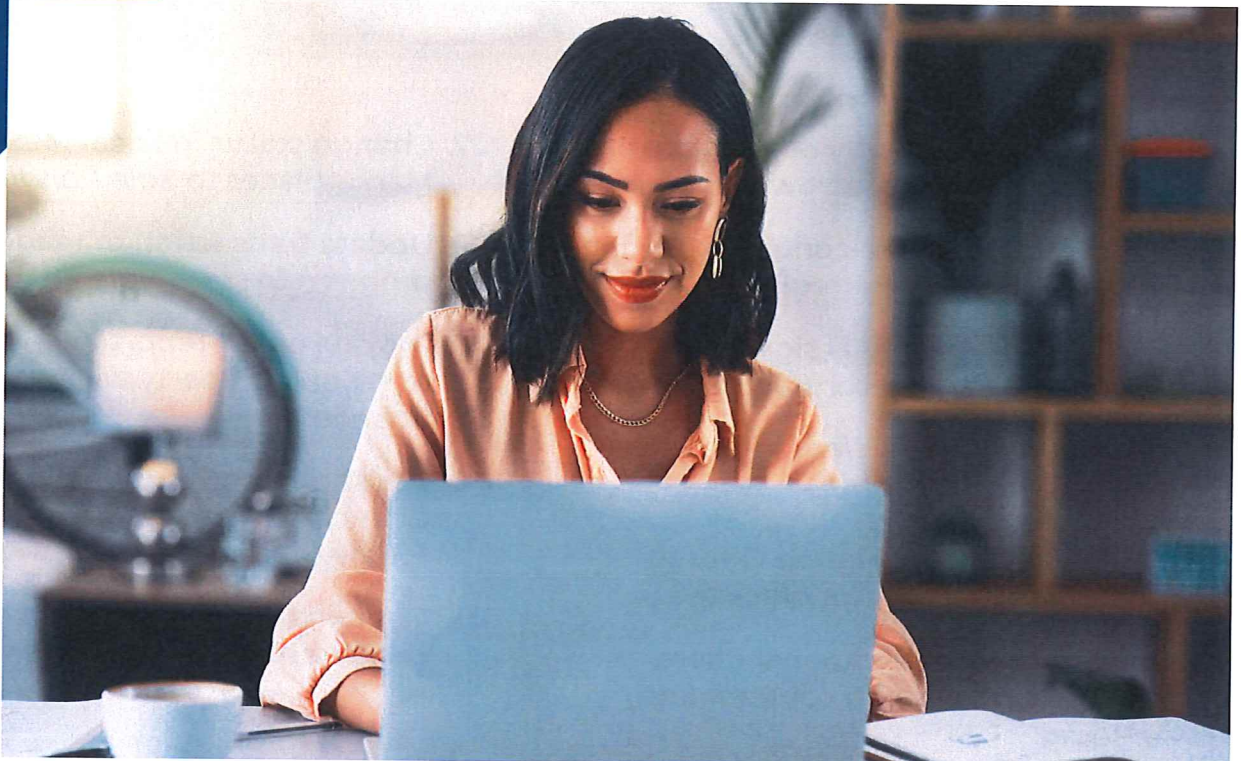
- 109. Receive and review all *Offer to Purchase* contracts submitted by buyers' agents.
- 110. Evaluate offer(s) and prepare a net sheet for the owner for comparison purposes
- 111. Explain merits and weakness of each offer to sellers
- 112. Contact buyers' agents to review buyer's qualifications and discuss offer
- 113. Deliver *Seller's Disclosure* to buyer upon request and prior to offer if possible. Upload to the Local MLS Broker Marketplaces additional documents at time of listing
- 114. Confirm buyer is pre-qualified by calling loan officer
- 115. Obtain buyers' pre-qualification letter from loan officer if not submitted with offer
- 116. Negotiate all offers per seller's direction on seller's behalf, set time limit for loan approval and closing
- 117. Prepare and convey counteroffers, acceptance or amendments to buyer's agent
- 118. Create excel spreadsheets for easy review on multiple bids
- 119. Email or send copies of contract and all addendum's to the closing attorney or title company
- 120. When *Offer to Purchase* contract is accepted, deliver to buyer's agent

CONTRACTS

- 121. Record and promptly deposit buyer's earnest money in escrow account
- 122. Disseminate under-contract showing restrictions as seller requests
- 123. Deliver copies of fully signed *Offer to Purchase* contract to seller
- 124. Deliver copies of *Offer to Purchase* contract to lender
- 125. Provide copies of signed *Offer to Purchase* contract for office file
- 126. Advise seller of additional offers submitted between contract and closing
- 127. Change status in Local MLS Broker Marketplaces to *Sale Pending*
- 128. Update transaction management program to show *Sale Pending*
- 129. Provide credit report information to seller if property will be seller-financed
- 130. Assist buyer with obtaining financing, if applicable, and follow-up as necessary
- 131. Coordinate with lender on discount points being locked in with dates

INSPECTIONS

132. Deliver unrecorded property information to buyer
133. Order septic system inspection, if applicable
134. Receive and review septic system report, and assess any possible impact on sale
135. Deliver copy of septic system inspection report lender and buyer
136. Deliver Well Flow Test Report copies to lender and buyer, and property listing file
137. Verify termite inspection ordered
138. Verify mold inspection ordered, if required
139. Confirm verifications of deposit and buyer's employment have been returned
140. Follow loan processing through to the underwriter
141. Add lender and other vendors to your management program so agents, buyer, and seller can track progress of sale
142. Contact lender weekly to ensure processing is on track
143. Relay final approval of buyer's loan application to seller



HOME INSPECTIONS

- 144. Coordinate with seller for buyer's professional home inspection
- 145. Review home inspector's report
- 146. Enter completion into transaction management tracking program
- 147. Explain seller's responsibilities, and recommend an attorney interpret any clauses in the contract
- 148. Ensure seller's compliance with *Home Inspection Clause* requirements
- 149. Assist seller with identifying contractors to perform any required repairs
- 150. Negotiate payment, and oversee all required repairs on seller's behalf, if needed

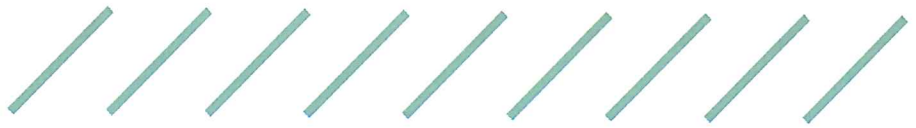


THE APPRAISAL

- 151. Schedule appraisal
- 152. Provide to appraiser any comparable sales used in market pricing
- 153. Follow-up on appraisal



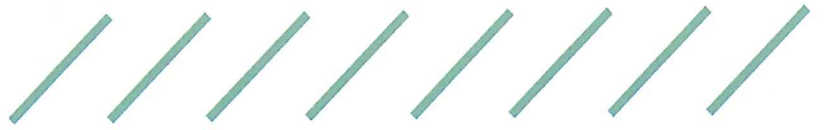
PROCESSING FOR CLOSING



154. Enter completion into transaction management program
155. Assist seller in questioning appraisal report if it seems too low
156. Get contract signed by all parties
157. Coordinate closing process with buyer's agent and lender
158. Update closing forms and files
159. Ensure all parties have all forms and information needed to close the sale
160. Select location where closing will be held
161. Confirm closing date and time, and notify all parties
162. Assist in solving any title problems or in obtaining death certificates
163. Work with buyer's agent in scheduling buyer's final walk-thru prior to closing
164. Double check all tax, homeowners' association dues, utility, and applicable prorations
165. Request final closing figures from closing agent (attorney or title company)
166. Receive and carefully review closing figures to ensure accuracy of preparation
167. Confirm buyer and buyer's agent have received title insurance commitment
168. Provide homeowners warranty for availability at closing
169. Forward closing documents to absentee seller as requested
170. Review documents with closing agent (attorney)
171. Coordinate closing with seller's next purchase, and resolve any timing problems
172. Have a *no-surprises* closing so seller receives a net-proceeds check at closing
173. Refer sellers to one of the best agents at their destination, if applicable
174. Change Local MLS Broker Marketplaces status to *Sold*. Enter sale date, price, selling broker, etc.



FOLLOW-UP AFTER CLOSING



- 175. Share the warranty paperwork for claims in the future
- 176. Attempt to clarify and resolve any conflicts about repairs if buyer is not satisfied
- 177. Respond to any calls and provide any information required from office files
- 178. If a rental, verify all deposits and prorated rents are reflected accurately on the closing statement
- 179. Close out listing in your management program



REALTORS® are members of the National Association of REALTORS®.

Print this out and use it in your listing presentation to show prospective sellers all that you do to earn your compensation.



430 North Michigan Avenue | Chicago, IL 60611-4087
800.874.6500 | nar.realtor

CONSUMER GUIDE: FAIR HOUSING

Buying or selling a home is more than a transaction—it's fundamental to your long-term goals and financial future. Consumers and agents all have rights and responsibilities to promote a home buying or selling process free from discrimination. Here's what you need to know:

What is “fair housing” and how does it help me? The federal Fair Housing Act prohibits discrimination in housing and housing-related transactions based on race, color, sex (including sexual orientation and gender identity), national origin, religion, disability, or familial status. Local and state fair housing laws may prohibit discrimination on additional protected classes. The bottom line is that discrimination hurts all sides of a home transaction, closes the door on the American dream of homeownership, and perpetuates economic inequality. Homebuyers, home sellers and real estate professionals depend on strong fair housing laws and practices for our communities and economy to thrive.

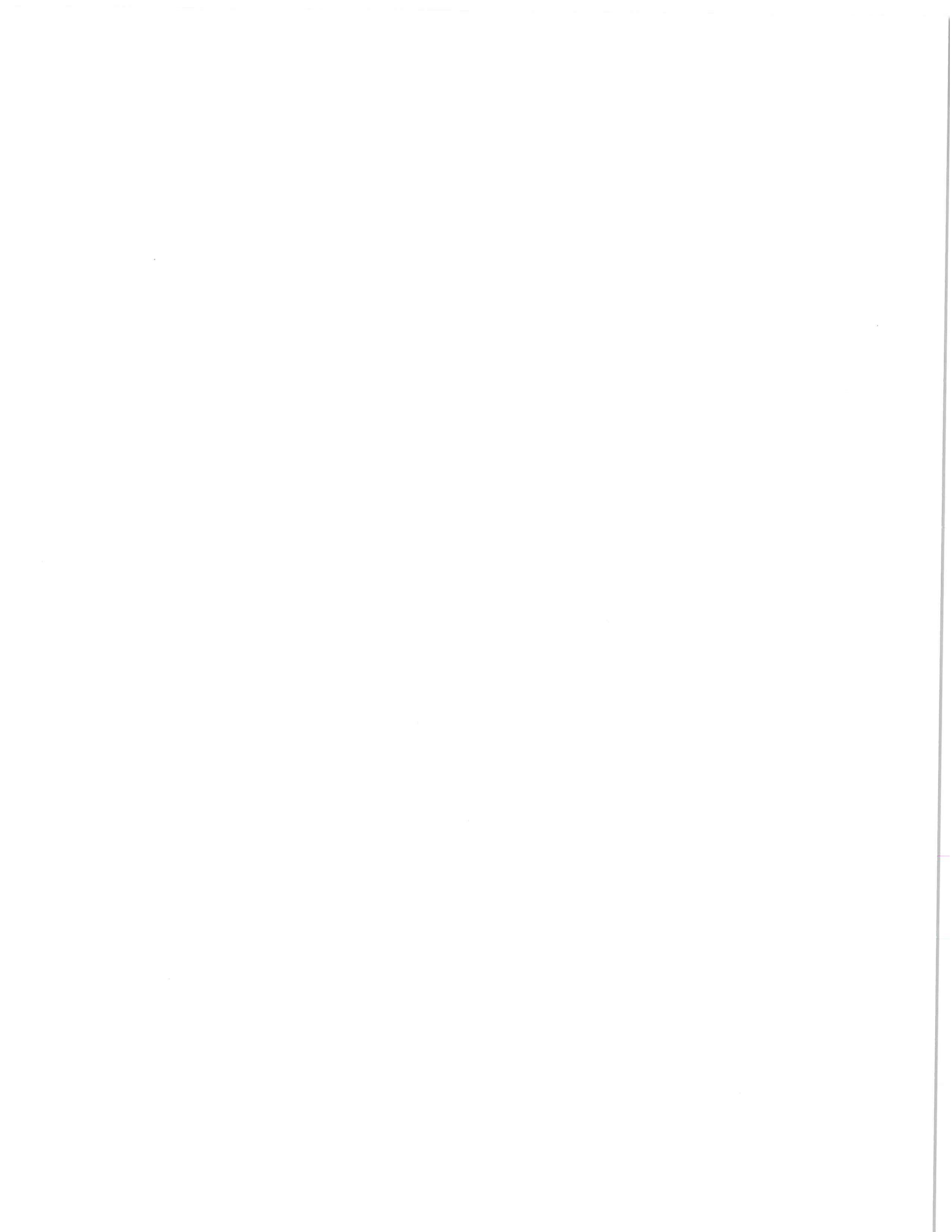
How do fair housing laws apply to me as a buyer? You should expect to receive the same professional service in the homebuying process regardless of any protected characteristic. This includes equitable treatment by your agent, the seller, the seller's agent, appraisers, lenders, and others involved in your home search and purchase. You should also expect your agent to provide you with home options in your price range regardless of the racial or ethnic composition of neighborhoods.

How do fair housing laws apply to me as a seller? You cannot discriminate when selling your home based on the buyer's race, color, sex (including sexual orientation and gender identity), national origin, religion, disability, or familial status. You also cannot instruct your agent to conduct a sale any differently based on these prohibited reasons. That means you cannot advertise your home to just one or to a limited number of groups.

How does working with an agent who is a [REALTOR®](#) help ensure fair housing practices are followed? In addition to an obligation to comply with applicable fair housing laws, REALTORS® adhere to the highest ethical standards. the [REALTOR® Code of Ethics](#) obligates REALTORS® to provide equal professional services to all consumers. Among other ethical duties, REALTORS® must not discuss the demographic composition of a neighborhood, advertise a property in a way that indicates any preference, limitations, or discrimination for a prohibited reason. Read more about REALTORS'® duty to put client interests above their own [here](#).

Where can I report suspected discrimination in the homebuying or selling process? Report housing discrimination to the [Office of Fair Housing and Equal Opportunity](#) (FHEO) at the Department of Housing and Urban Development (HUD) and ethical violations to your agent's state or local REALTOR® Association (find an association [here](#)). You can also report concerns to a local nonprofit fair housing organization (find by ZIP code [here](#)). Fair housing laws prohibit harassment or intimidation if you report discriminatory behavior.

The Fair Housing Act is a federal law; many state and local laws provide additional protections. Consult your real estate professional, an attorney, and your state's housing authority for details about applicable fair housing laws where you are selling or purchasing a home. Please visit [facts.realtor](#) for more information and resources.



CONSUMER GUIDE: LISTING AGREEMENTS

If you choose to work with a real estate professional to sell your home, one of the first things you'll do is negotiate and sign a listing agreement with the agent you've selected. Here's what you need to know:

What is a listing agreement? A listing agreement is a contract between you and your agent that says the agent can represent you and market your property to potential buyers and their agents and establishes the sales price for your home. It will also lay out the type of professional representation and services your agent will provide and what they will be paid for those services. Agent compensation is fully negotiable and not set by law.

What are my options for agent representation? The options available may vary based on where you are selling your home or who you are working with. Some of the most common arrangements include:

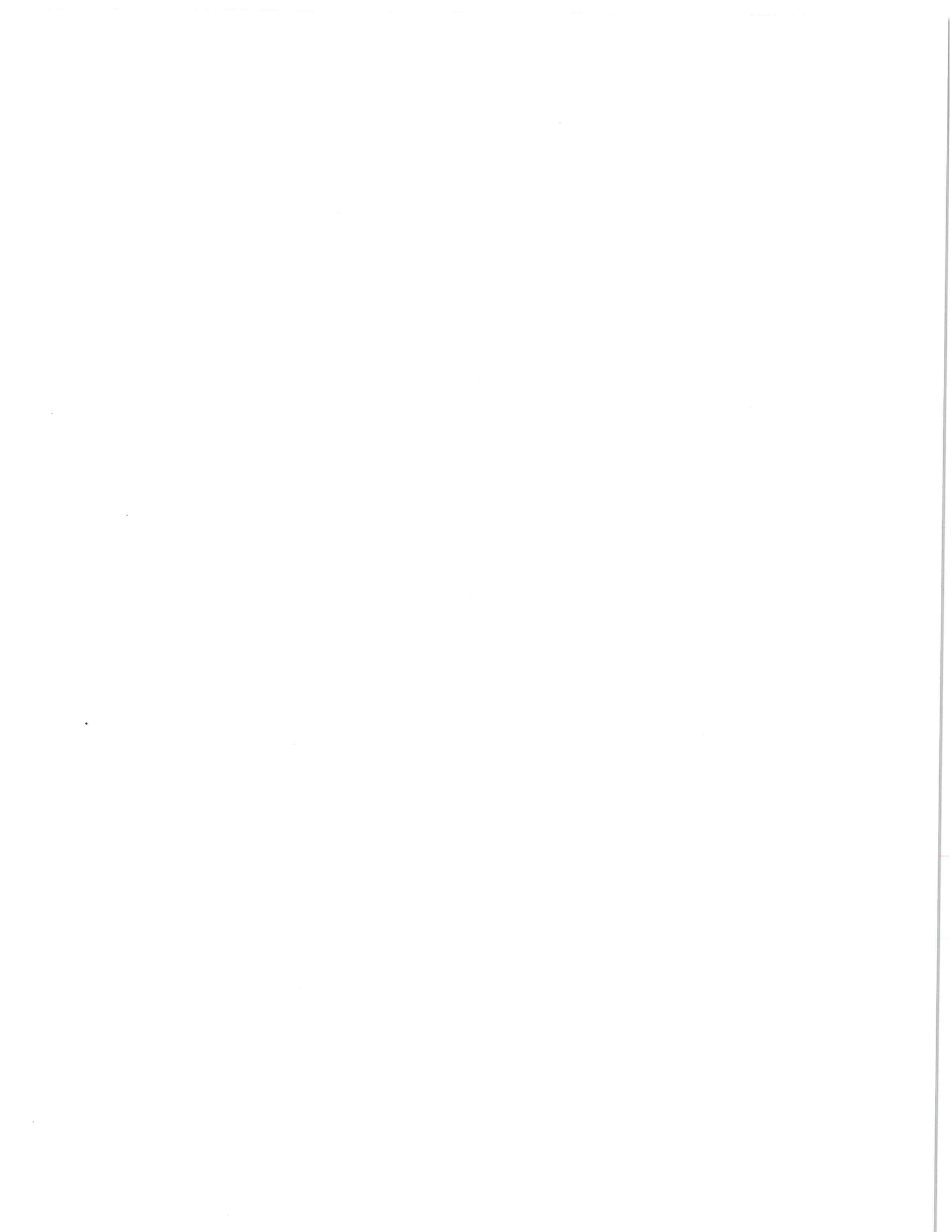
- **Exclusive Agency Listing Agreement:** You work with just one agent and agree to compensate them if they sell your home. This allows you to retain the option to sell your home yourself without having to compensate your agent for the sale.
- **Exclusive Right-to-Sell Listing Agreement:** You work with just one agent, but you are responsible for your agent's compensation no matter who sells the property.
- **Limited-Service Listing Agreement:** You work with just one agent who provides a limited set of services, such as publicly marketing your home on a Multiple Listing Service (MLS)—an online platform that compiles home listings from different sources—but may not provide other services, such as arranging showings, providing input on purchase offers, or supporting the negotiation process.
- **Non-Exclusive Listing Agreement:** You work with one agent or multiple agents and agree to compensate the agent who ultimately sells your home.

What services might be included in a listing agreement? The listing agreement typically lays out the agreed upon methods your agent will use to sell your home. Your agreement might include information on how your property will be marketed. This could include listing on an MLS, offering a seller concession covering some costs associated with purchasing a home for the buyer, or offering compensation to a buyer's agent. Read more about MLSs [here](#), offers of compensation [here](#), and seller concessions [here](#).

Are offers of compensation mandatory? No. It is up to you to determine if making or authorizing an offer of compensation is the best approach for selling your property. Agents who are REALTORS® are here to help guide you on marketing strategies so that you can make a decision that works for you.

How do I know what will work best for me? When you work with a REALTOR®, you are working with a professional guided by [ethical duties](#) under the REALTOR® [Code of Ethics](#), including the pledge to protect and promote the interests of their clients. Your agent will work with you to help you understand the market and to weigh your options, answer questions, and reach an agreement that you are confident in. If you have any concerns about your agreement or don't understand it, you should consult an attorney.

Practices may vary based on state and local law. Consult your real estate professional and / or consult an attorney for details about state law where you are purchasing a home. Please visit facts.realtor for more information and resources.



CONSUMER GUIDE: MULTIPLE LISTING SERVICES (MLSs)

When buying or selling a home, your real estate professional may use a Multiple Listing Service (MLS) to find homes for sale or market your property. Here is what you need to know:

What is an MLS? MLSs provide online platforms that compile home listings from brokerages in a given market. They enable agents to efficiently see available homes for sale and get helpful marketplace data and typically share listing information to national and local websites that advertise property information. There are many MLSs across the U.S., and each has its own rules to make sure its information is complete, accurate, and transparent.

What value does an MLS provide? MLSs allow real estate professionals to see, share, and promote homes for sale so they can be found by the largest pool of potential buyers. MLSs provide the most accurate, reliable, and detailed information about properties (both that have sold and are for sale), including listing price, address, features, disclosures, and square footage. MLSs also help promote fair housing and equal opportunity by giving real estate professionals and their clients access to consistent information.

As a buyer, how can an MLS help me buy a home? Using an MLS allows your agent to access many homes for sale and connect with agents working to sell their clients' homes.

As a seller, how can an MLS help me sell my home? MLSs are the most trusted source for real estate data because their information is verified by real estate professionals. Listing on an MLS will help a seller reach the largest pool of buyers and potentially attract the best offer.

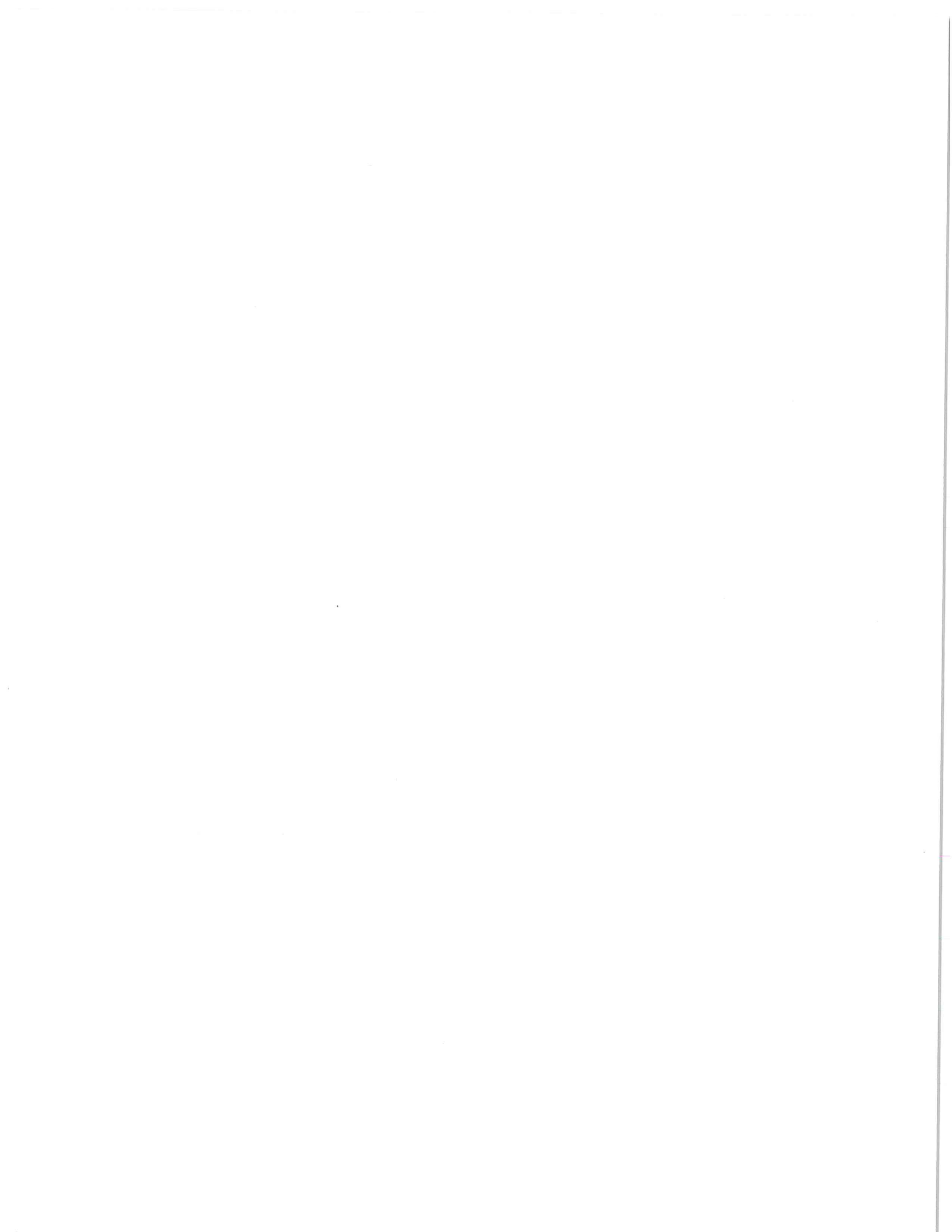
Am I required to market my home through an MLS? No. You should discuss the pros and cons with your agent. If you decide to have your agent not list your home on an MLS, you may be asked to sign a document verifying that you as the seller have made this choice.

Can I make an offer to compensate a buyer's agent on an MLS? An offer of compensation is when the seller or the seller's agent offers to compensate another buyer's agent for bringing a buyer to successfully close the home purchase. As of August 17, 2024, offers of compensation are no longer allowed on MLSs. However, offers of compensation can still be made off-MLS and shared through common marketing vehicles such as flyers, signs, emails or other communication mechanisms. Read more about offers of compensation [here](#).

Can I offer concessions on an MLS? To attract more buyers, sellers may offer concessions, which are certain costs associated with the buyer's home purchase that a seller agrees to pay. MLSs may allow communications about a seller's concessions, but it depends on local rules. Read more about concessions [here](#).

How do I access MLS information? Many MLSs share data with websites that consumers can access. If you are a buyer, your agent will provide you with MLS property listings that may meet your criteria. For both buyers and sellers, when you work with an agent who has access to an MLS, you can discuss how the MLS can benefit you. Remember, agents who are a [REALTORS®](#) are guided by ethical duties under the Code of Ethics, including the pledge to [protect and promote](#) the interests of their clients. Your agent will help you to weigh your options and develop a strategy you are confident in.

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CONSUMER GUIDE: NEGOTIATING WRITTEN BUYER AGREEMENTS

You've decided it's time to buy a home and want to work with an agent to guide you through the process. The next step is to interview agents and negotiate a written agreement that includes the services the agent will provide and the compensation they will receive. Here's what you need to know about negotiating an agreement with an agent who is a [REALTOR®](#):

When will I be able to negotiate? Written buyer agreements are required for many real estate professionals before you tour a home with them, either in-person or a live virtual tour. These agreements help ensure both you and your agent are clear about roles, responsibilities, and agent compensation. If you are simply visiting an open house on your own or asking a real estate professional about their services, you do not need to sign a written buyer agreement. Learn more about written buyer agreements [here](#), and learn more about open houses and tours [here](#).

What can I negotiate? Agreements with your agent are negotiable, including terms about the services your agent will provide, how much your agent will be paid, how long your agreement will last, and more. You and your agent will work together to reach an acceptable agreement that allows you to get the value and services you need in the homebuying process, while also enabling your agent to pursue fair compensation for their work. Remember: compensation is fully negotiable and not set by law. You should consult an attorney if you have any questions or concerns regarding an agreement.

How is my agent compensated? Agent compensation can take many forms, such as a flat fee, a percentage of the purchase price, or an hourly fee. Agents cannot agree to an open-ended amount or range of compensation such as "the agent's compensation will be whatever amount the seller is offering" or "between X and Y percent." You can also ask the seller to offer compensation to your agent, which can be sought in the purchase agreement. More info can be found in our offers of compensation guide [here](#).

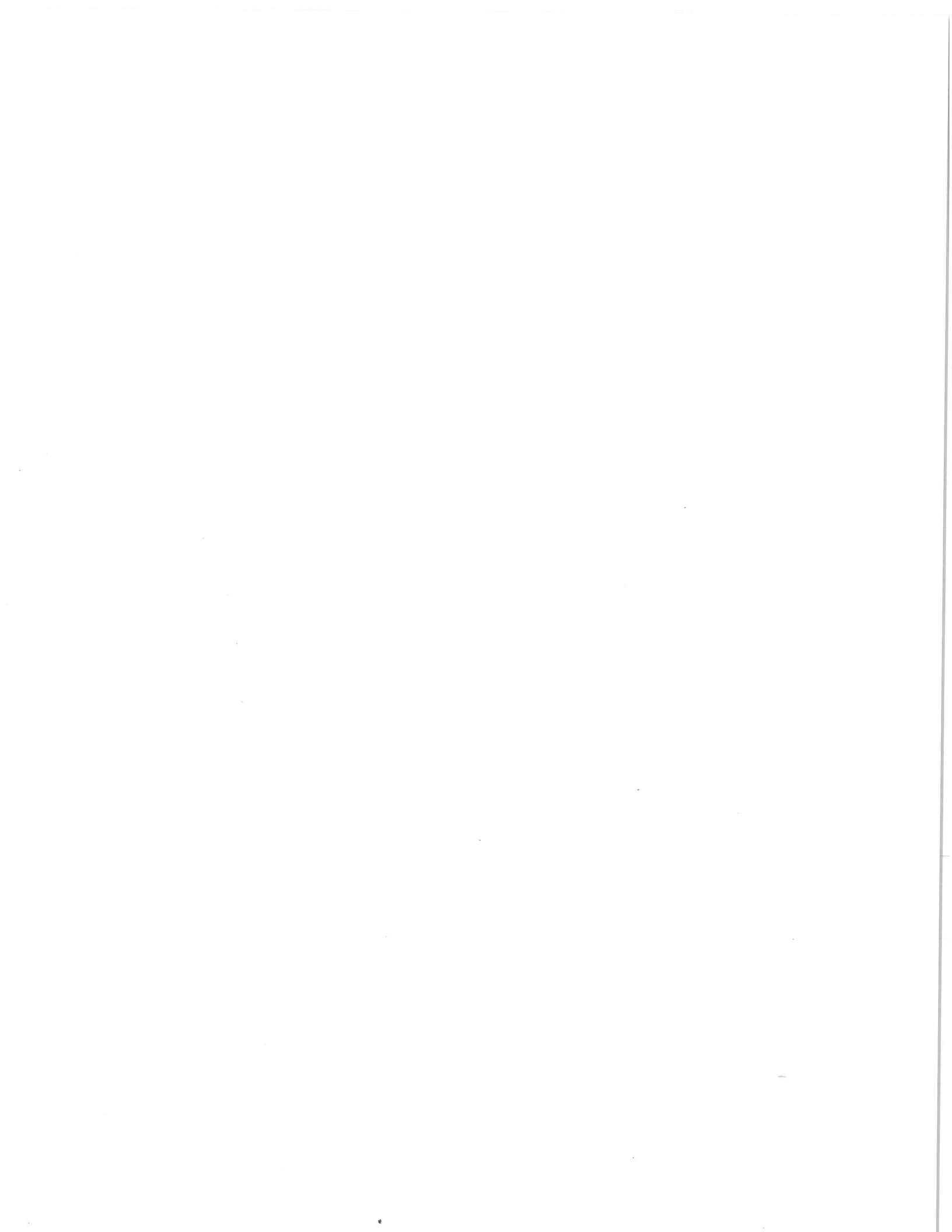
What types of services can my agent provide? Agents may offer many types of services such as finding and showing you homes that meet your criteria, accompanying you to showings, sharing their analysis of available properties, negotiating on your behalf, and more. For more, read about the [179 Ways Agents Who Are REALTORS® Are Worth Every Penny](#).

How do I start the conversation? You may want to talk to a few agents to find the best match to help you on your homebuying journey. Start by asking questions about the options available to you. If you are working with a REALTOR®, they are bound by a Code of Ethics to have open and transparent conversations with you about your options. You can read more about REALTORS'® duty to put client interests above their own [here](#).

What if we can't agree? You don't have to sign an agreement that you don't agree with, and you or the agent can walk away from a negotiation at any time. Keep looking for the right fit—another agent may be able to better meet your needs.

Can we change the terms of the agreement after we make it? Yes. You and your agent can mutually agree to change the terms of your agreement. But your agreement and/or state law may govern when it can be changed or terminated. Read your agreement closely and speak with your agent if you would like to change or exit your agreement.

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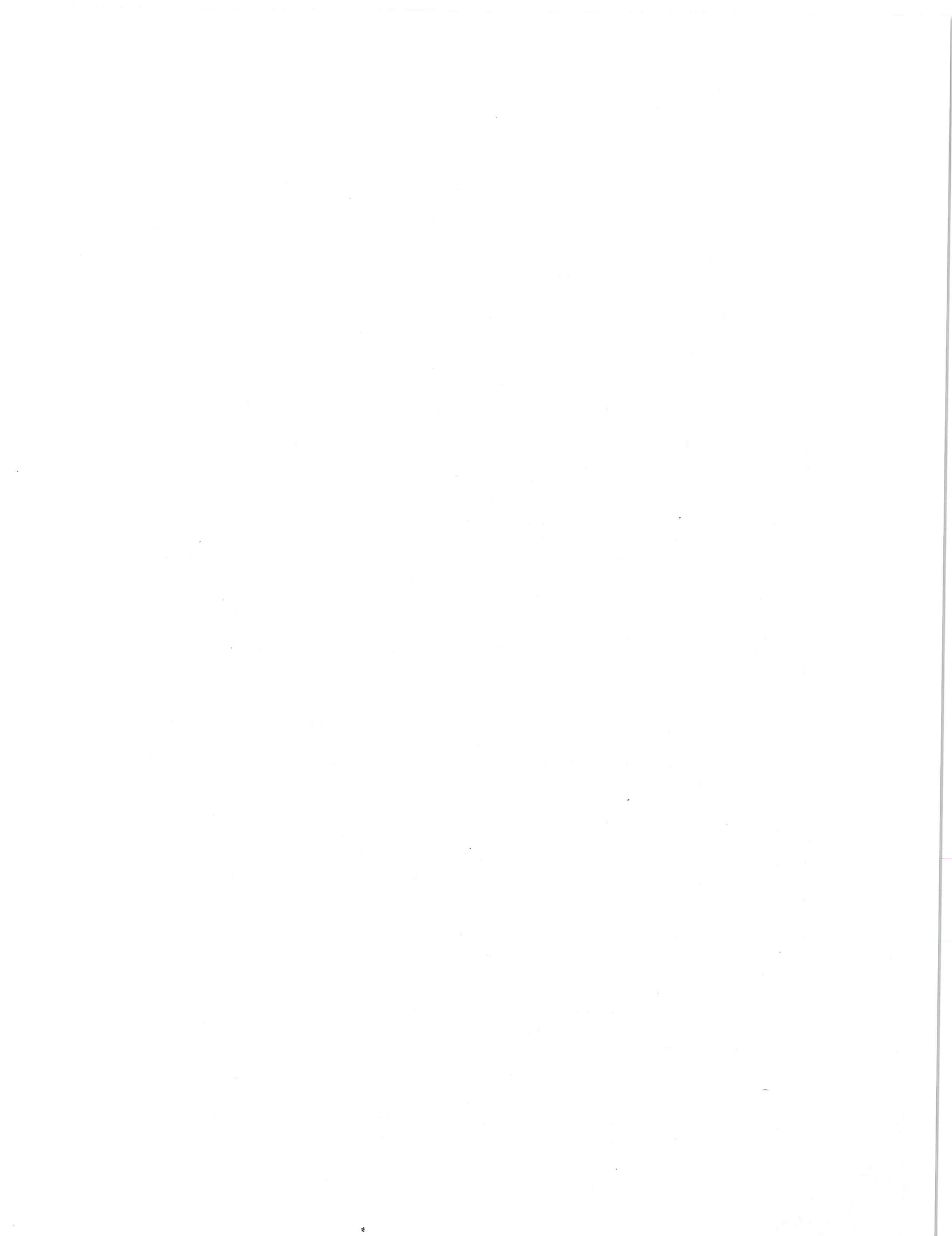
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CONSUMER GUIDE: OFFERS OF COMPENSATION

As a home seller, you have a wide range of choices when deciding how to market your property. This includes whether you'd like to offer—or authorize your agent to offer—compensation to a buyer's agent as a way to attract potential buyers. Here's what you need to know as you consider your options related to offering compensation:

What is an offer of compensation and why make one? An offer of compensation is when you—the seller—or your agent compensate another agent for bringing a buyer to successfully close the transaction. Offers of compensation help reduce out-of-pocket costs for prospective buyers, which in turn may bring more potential buyers for the transaction. These costs can be especially significant for first-time buyers, lower- to middle-income buyers, or those from underserved communities.

Are offers of compensation mandatory? No. It is up to you to determine if making an offer of compensation is the best approach for selling your property. Agents who are [REALTORS®](#) are here to help answer your questions and guide you to make a decision that works for you.

As a seller, does my agent need my permission to offer compensation to a buyer's agent? Yes. Your agent can only offer compensation or make a payment to a buyer's agent if they have your written approval and signoff on the amount.

What types of compensation can I offer? There are many options available to you as a seller to discuss with your agent. These could include a flat fee paid directly to the buyer's agent or allowing your agent to share a part of their compensation with the buyer's agent. Beyond compensation, you could also consider offering a buyer certain concessions, such as covering closing costs, to make the total home purchase more affordable for them.

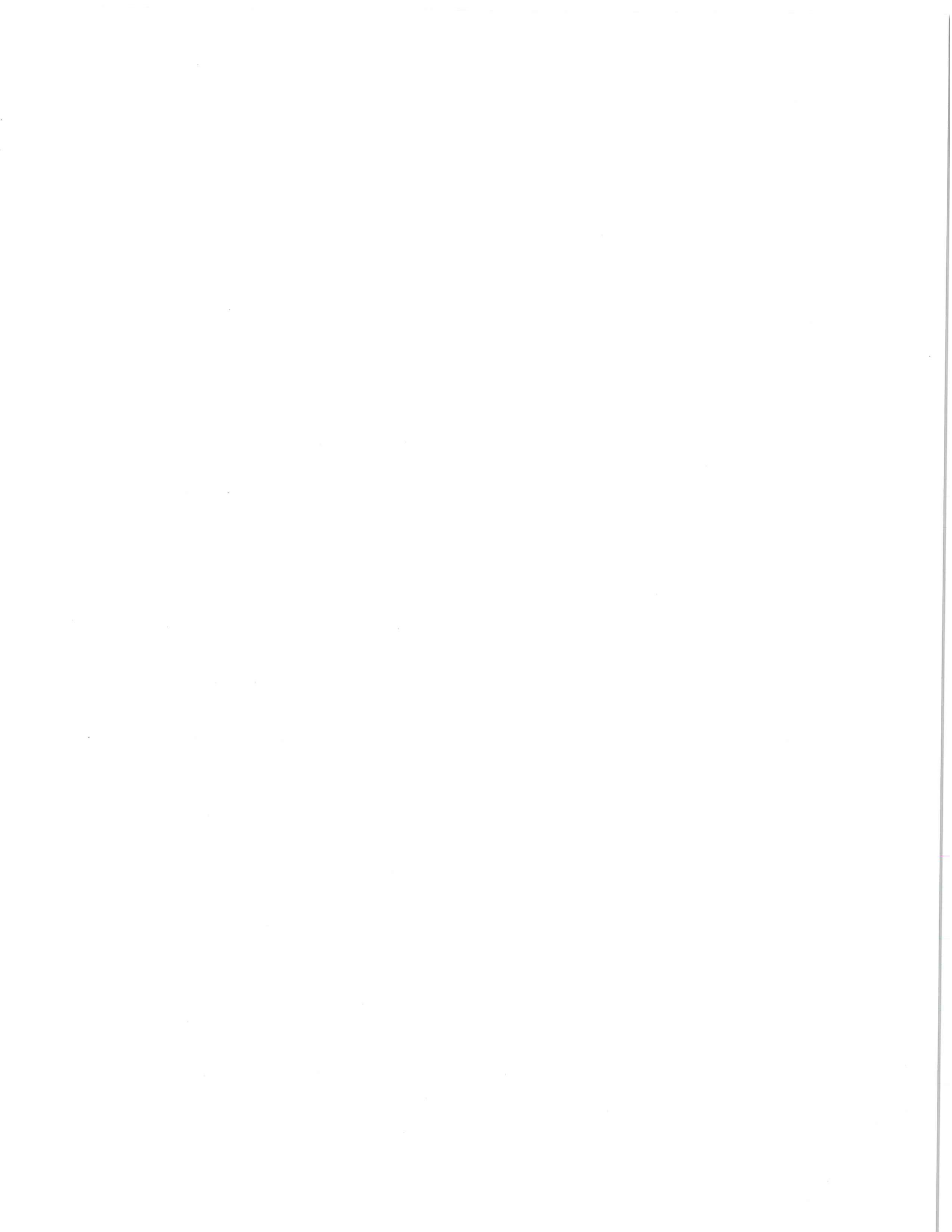
How will a buyer's agent know if there is an offer of compensation? Offers of compensation can be advertised in many ways. If you approve an offer of compensation, it can be shared through common marketing methods such as flyers, signs, brokerage websites, social media posts, or simply through a phone call or email. Offers of compensation cannot be listed on Multiple Listing Services (MLSs), online platforms that compile home listings from many different sources.

Do I have to advertise an offer of compensation if I decide to make one? No, it's up to you to decide. Advertising can help get the word out to bring more buyers to the table, but you can also choose not to advertise and instead negotiate the offer in a purchase agreement.

You mention concessions—what does that mean? A seller concession is different than an offer of compensation. It is when a seller covers certain costs associated with purchasing a home for the buyer. Concessions can make home ownership more accessible for buyers by reducing upfront expenses. These can cover things like some transaction costs or property repairs.

How do I know what option is best for me? When you work with an agent who is a REALTOR®, you are working with a professional guided by ethical duties under the REALTOR® Code of Ethics, including the pledge to protect and promote the interests of their clients. Your agent will work with you to weigh your options, answer questions, and develop a strategy you are confident in. You can read more about REALTORS'® duty to put client interests above their own [here](#).

Practices may vary based on state and local law. Consult your real estate professional and/or consult an attorney for details about state law where you are purchasing a home. Please visit [facts.realtor](#) for more information and resources.



CONSUMER GUIDE: OPEN HOUSES AND WRITTEN AGREEMENTS

As of August 17, 2024, many real estate professionals nationwide will be asking buyers to enter into a written agreement prior to touring a home. But what if you are just attending an open house? Here's what you should know:

I am attending an open house without an agent. Do I need a written buyer agreement in order to tour the home? No. If you are simply visiting an open house on your own or asking a real estate professional about their services, you do not need to sign a written buyer agreement.

Is an agent who is hosting an open house required to enter into written agreements with the potential buyers who attend the open house? No. In this case, since the agent is only there at the direction of the listing broker or seller, the agent is not required to have a written agreement with the buyers touring the home.

When will I be asked to sign an agreement with an agent? After you begin “working with” an agent and at any point before you tour your first house together.

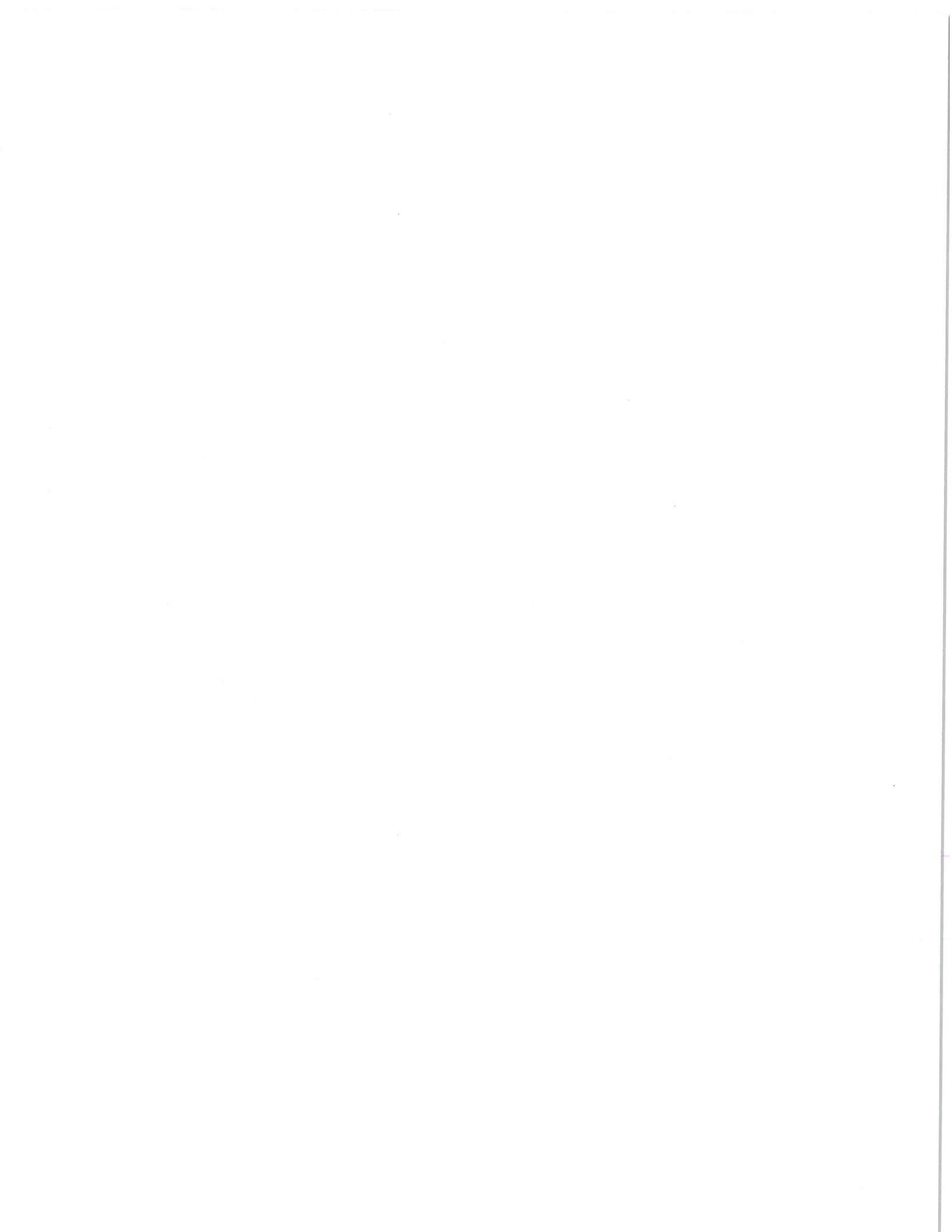
What does “working with” an agent mean? A buyer is “working with” an agent as soon as the agent begins to provide services, such as identifying potential properties and arranging tours. Agents who are simply marketing their services or speaking to a buyer—at an open house or by providing a buyer access to a house they have listed—are not considered to be working with the buyer.

What does it mean to “tour” a home? Under the terms of the settlement, a “tour” is when a buyer who is working with an agent enters a home that is for sale or directs their agent to enter the home on their behalf. This includes when the buyer’s agent provides a live, virtual tour to a buyer not physically present.

What is the purpose of written buyer agreements? Clarity and transparency. Written buyer agreements lay out the services your real estate professional will provide and what they will be paid. Buyers should not sign anything that includes terms they do not agree with or do not understand. You are in the driver's seat with these agreements, which are fully negotiable.

Where can I learn more about buyer agreements? NAR has created a dedicated resource on written buyer agreements [here](#).

Practices may vary based on state and local law. Consult your real estate professional and/or consult an attorney for details about state law where you are purchasing a home. Please visit [facts.realtor](https://www.nar.realtor) for more information and resources.



CONSUMER GUIDE: REALTORS'® DUTY TO PUT CLIENT INTERESTS ABOVE THEIR OWN

A **REALTOR®** is a special kind of real estate agent: one who follows NAR's strict Code of Ethics, including the first and primary pledge to protect and promote the interests of their clients. This obligation means that a REALTOR® cannot make decisions or provide representation in a way that puts their own interests or commissions ahead of their clients' interests.

What does it mean for a REALTOR® to act in a BUYER's best interest? A REALTOR® has an ethical duty to tell a buyer about every home available for sale that meets their criteria. That means that REALTORS® will let you know about all available homes, regardless of whether the seller or listing broker is offering compensation to your buyer's agent—even if compensation offered by a seller or listing broker is less than what you agreed to pay your agent in your written buyer agreement.

What does it mean for a REALTOR® to act in a SELLER's best interest? A REALTOR® should explain to their seller the benefits and costs of the various types of marketing that can be done for a listing, and how potential buyers might respond to such marketing. A REALTOR® is ethically prohibited from telling a seller that their home will be hidden from buyers unless the seller pays a particular type or amount of compensation.

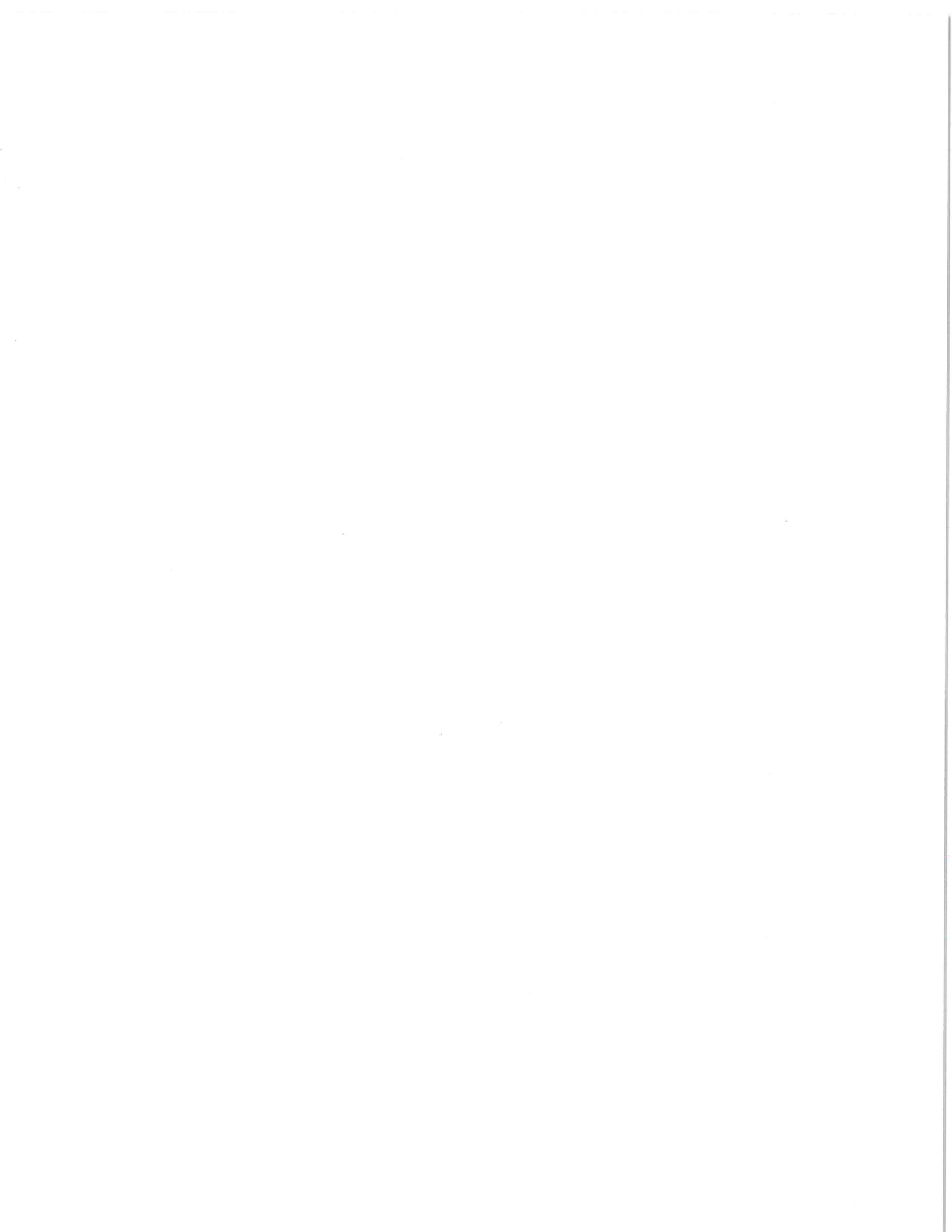
What is wrongful "steering"? The REALTOR® Code of Ethics prohibits "steering" buyers toward homes because the REALTOR® will be paid more, or away from homes because the REALTOR® will be paid less. Similarly, the REALTOR® Code of Ethics prohibits a REALTOR® from telling a seller that buyers will be "steered" toward homes because the REALTOR® will be paid more, or away from homes because the REALTOR® will be paid less.

How do written agreements protect me from steering? As of August 17, 2024, you will be asked to sign a written buyer agreement before touring a home with the professional you want to work with. NAR's ethical rules have long encouraged REALTORS® to enter into written agreements with their clients because these agreements promote clarity and transparency. They also help protect you from wrongful "steering" by specifying the amount of compensation the REALTOR® will receive and the services they will provide. Since a broker working with a buyer receives the amount the buyer has agreed to, the amount of any offer of compensation is irrelevant to the buyer-broker's compensation.

Where can I learn more about buyer agreements? NAR has created a dedicated resource on written buyer agreements [here](#).

What can I do if I think a REALTOR® is violating NAR's Code of Ethics? If a REALTOR® acts in a way that places their interests before yours, this is a violation of NAR's Code of Ethics and should be reported to your [state or local REALTOR® Association](#) for investigation and potential disciplinary action.

Practices may vary based on state and local law. Consult your real estate professional and/or consult an attorney for details about state law where you are purchasing a home. Please visit [facts.realtor](#) for more information and resources.



CONSUMER GUIDE: SELLER CONCESSIONS

As a home seller, you have choices when deciding how to market your property, including whether you'd like to offer concessions to attract buyers or close a deal. Here's what you need to know as you consider whether this approach is right for you:

What are seller concessions and why make them? A concession is when a seller pays for certain costs associated with purchasing a home for the buyer. Concessions could make your property more attractive to buyers or lead to a better or faster offer. Concessions also help make home ownership more accessible for buyers by reducing upfront expenses, so buyers with limited cash reserves may be able to stretch their budget further.

What are some examples of concessions I can offer? You have options. Concessions can include covering costs associated with a title search, loan origination, inspection, homeowners' associations, real estate taxes, or home repairs and updates. They can also be used to cover fees for professionals like agents and appraisers.

How do seller concessions work? Concessions can be advertised upfront or negotiated as part of a home purchase agreement. In the agreement, a concession is often written as a specific dollar amount. Seller concessions usually aren't binding until they are put in a contract like a purchase agreement.

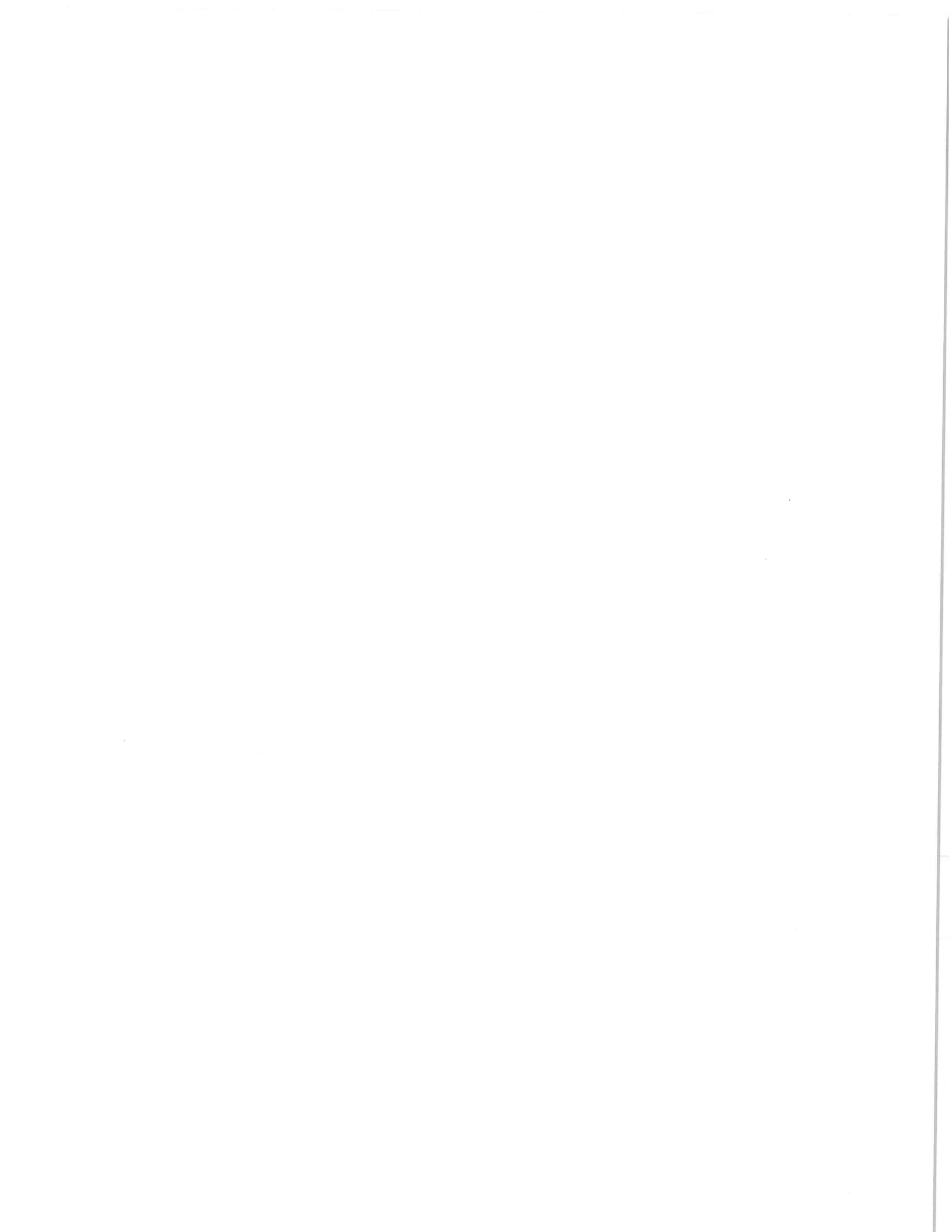
What's the difference between a concession and an offer of compensation? Concessions can cover a variety of costs or fees for a buyer associated with purchasing a home, whereas an offer of compensation is specifically when the seller or their agent agrees to compensate a buyer's agent for bringing a buyer who successfully closes the transaction. Read more about offers of compensation [here](#).

How do I tell buyers I'm offering concessions? Concessions can be advertised publicly, shared on a Multiple Listing Service (MLS)—an online platform that compiles home listings from different sources—or discussed during purchase negotiations. Keep in mind that not all MLSs allow concessions to be advertised, and some only allow you to indicate whether you are offering a concession with a simple "yes" or "no." If you choose to put a concession on an MLS, it must be written as the total sum of all concessions offered and can't be conditioned on the use of, or payment to, a buyer's agent.

Is there a limit to the concessions I can offer? Yes. The limit on the total value of concessions you can offer depends on the terms set by the buyer's lender and state law. However, any payment you offer toward the buyer's broker's fee is excluded from this amount and must be made off-MLS.

How do I know what option is best for me? When you work with an agent who is a [REALTOR®](#), you are working with a professional guided by ethical duties under the REALTOR® Code of Ethics, including the pledge to protect and promote the interests of their clients. Your agent will work with you to weigh your options, answer questions, and develop a strategy you are confident in. You can read more about REALTORS'® duty to put client interests above their own [here](#).

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CONSUMER GUIDE: TEN QUESTIONS TO ASK A BUYER'S AGENT

If you're ready to buy a home, you should feel empowered to find and work with the agent who is the best fit for your needs. Here are ten questions you should consider when selecting an agent:

1. **Are you a REALTOR®?** When you work with an agent who is a [REALTOR®](#), you are working with a professional guided by [ethical duties](#) under the REALTOR® [Code of Ethics](#), including the pledge to protect and promote the interests of their clients.
2. **What types of services can you provide me?** Agents may offer many types of services such as finding you homes that meet your criteria, accompanying you to showings, sharing their analysis of the market and available properties, negotiating on your behalf, and more. For more information about why you should work with a REALTOR®, read about the [179 Ways Agents Who Are REALTORS® Are Worth Every Penny](#).
3. **How well do you know the markets where I am searching for a home?** Your agent must be licensed where you are buying a home. But they should also have the market knowledge to help you successfully find a home where you are searching.
4. **Do you have experience working with buyers in my situation?** Many agents specialize in working with certain types of buyers, such as first-time buyers and [veterans](#). Some also earn the [Accredited Buyer's Representative](#) designation to gain specialized skills in working with buyers. Ask your prospective agent about their experience and any designations or certifications they have earned related to working with buyers like you.
5. **Can you tell me about your approach to scouting properties?** Agents and brokerages across the country have different business models and use and provide various technology, tools, and resources to inform their search process. Discuss with your prospective agent how their unique approach will help you find the right home.
6. **What will be included in our written buyer agreement?** Once you are working with your agent and before you tour a home together, your agent may be required to enter into a [written buyer agreement](#) with you that outlines the services the agent will provide you, and what they will be paid for those services. These agreements are [fully negotiable](#).
7. **How long will we work together?** Talk with your prospective agent about how long you would like to work together and ensure you feel comfortable with that arrangement. This term could be set out in your written buyer agreement.
8. **What are my options for paying you?** Agent compensation is fully negotiable and can take many forms, such as a flat fee, a percentage of the purchase price, or an hourly fee. The written buyer agreement will contain the amount of compensation you agree on. You can also ask the seller to [pay your broker's compensation](#) as part of your purchase offer or, in cases where a seller offers a [concession](#), you may be able to use the funds to pay your broker for the value and services they provided you.
9. **Can you recommend service providers who can help me obtain a mortgage, make home repairs, or support other closing tasks?** Your prospective agent may have prior experience or trusted relationships with providers in the area where you are purchasing a home and can be a great resource for facilitating these introductions.
10. **Do you have references I can speak with?** Many agents will be happy to connect you with satisfied clients they have worked with in the past who can speak to their experience.

Practices may vary based on state and local law. Consult your real estate professional and / or consult an attorney for details about state law where you are purchasing a home. Please visit [facts.realtor](#) for more information and resources.

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- 4. Do you have experience working with buyers in my situation?** Many agents specialize in working with certain types of buyers, such as first-time buyers and [veterans](#). Some also earn the [Accredited Buyer's Representative](#) designation to gain specialized skills in working with buyers. Ask your prospective agent about their experience and any designations or certifications they have earned related to working with buyers like you.
- 5. Can you tell me about your approach to scouting properties?** Agents and brokerages across the country have different business models and use and provide various technology, tools, and resources to inform their search process. Discuss with your prospective agent how their unique approach will help you find the right home.
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CONSUMER GUIDE: WHAT VETERANS NEED TO KNOW ABOUT BUYING A HOME

The National Association of REALTORS® is proud to support those who serve our country on their journey to achieve the American Dream of homeownership. Veterans and active servicemembers often have unique needs when looking for a home, and agents who are [REALTORS®](#) are committed to helping ensure those needs continue to be met following the real estate practice changes that went into effect on August 17, 2024. Here is what you need to know:

I'd like to take advantage of my Department of Veteran Affairs (VA) Home Loan benefit. Am I allowed to pay for a real estate agent under VA rules? Yes. On August 10, 2024, the VA enacted a temporary policy allowing buyers with VA home loans to pay for real estate professional representation. NAR advocated extensively for this outcome to give veterans greater access to professional representation in their pursuit of homeownership. NAR's efforts include meeting directly with VA officials, engaging lawmakers, and gathering support from our industry partners, as well as submitting a [letter](#) urging the department to lift the ban.

Why is the policy only temporary? Will it be made permanent? The VA will decide if a formal rulemaking is necessary to make this policy permanent. NAR is advocating for this policy to become permanent through continued engagement with lawmakers and the VA, sharing examples of how this policy change is helping consumers.

Why am I being asked to sign a written agreement? Written buyer agreements lay out the services your real estate professional will provide and what they will be paid for those services. The practice changes require written agreements for many real estate professionals nationwide. You are in the driver's seat with these agreements, which are fully negotiable. You should not sign anything that includes terms you do not agree with or do not understand. For more information on written buyer agreements, NAR has created a dedicated resource [here](#).

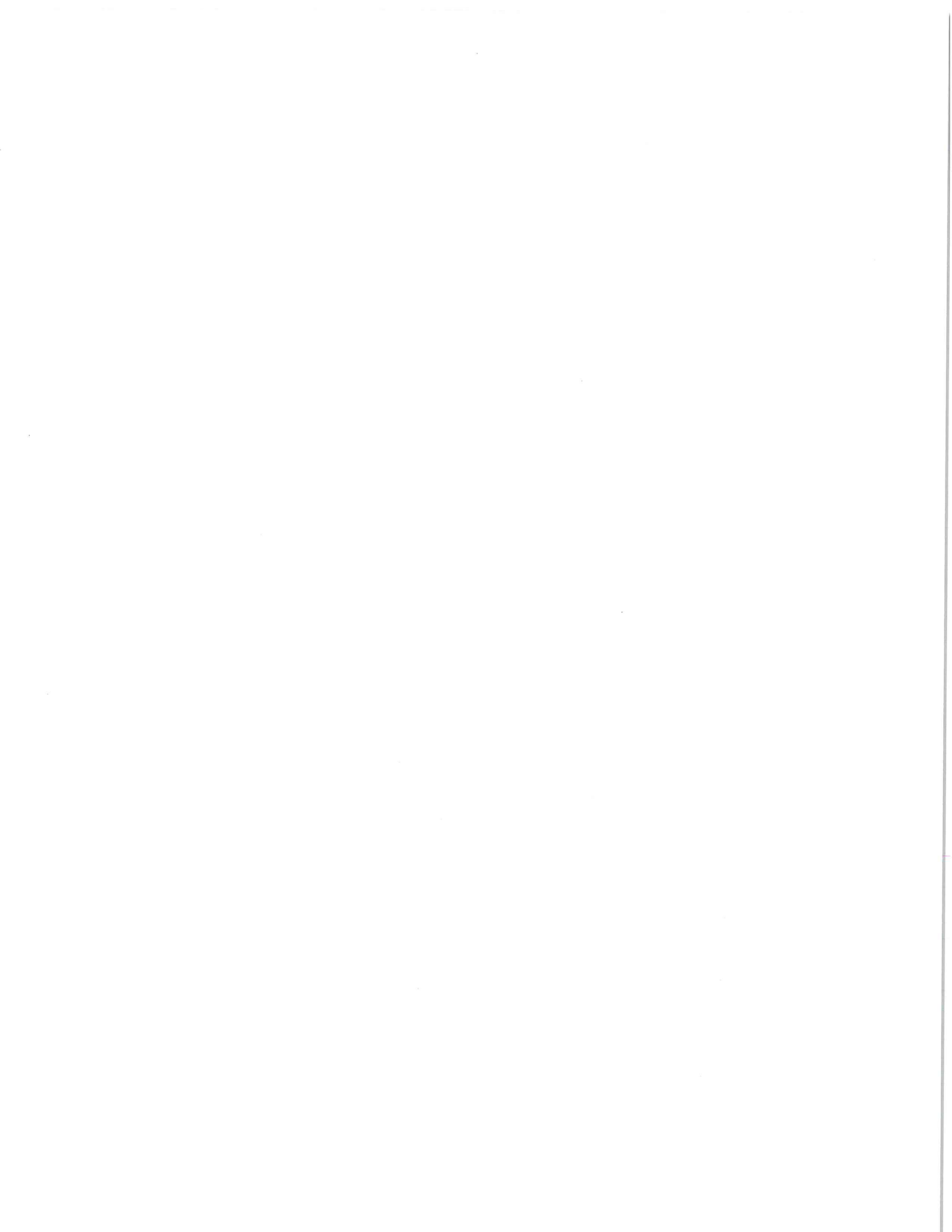
How does my buyer's agent get paid? This is determined in your written buyer agreement. Methods of paying a buyer's agent may include, but are not limited to, the seller or their listing broker offering to compensate the buyer's agent, the buyer requesting that the seller pay the buyer broker as part of the purchase offer, or the buyer paying their agent directly out of pocket.

What has NAR done to promote access to financing for veterans?

- NAR has been a strong supporter of the VA Home Loan Guaranty program, which has helped American veterans obtain more than 24 million home loans.
- NAR continues to advocate for the VA to offer flexible and competitive loan products. For example, some veterans are still losing out due to VA's strict appraisal requirements for properties they insure.
- NAR continues to work with the VA and Congress to ensure that the descendants of certain veterans may use an unused home loan benefit.
- NAR advocates for allowing a veteran to sell their home to a buyer who can assume their existing interest rate.

Why should veterans and active servicemembers work with an agent who is a REALTOR®? REALTORS® are obligated under NAR's Code of Ethics to work in your best interest. Additionally, many REALTORS® have obtained NAR's [Military Relocation Professional \(MRP\) certification](#) to better prepare them to work with veteran buyers. Find a REALTOR® who has earned the MRP certification [here](#).

Practices may vary based on state and local law. Consult your real estate professional and/or consult an attorney for details about state law where you are purchasing a home. Please visit [facts.realtor](#) for more information and resources.



CONSUMER GUIDE: WHY AM I BEING ASKED TO SIGN A WRITTEN BUYER AGREEMENT?

If you're a homebuyer working with an agent who is a [REALTOR®](#), it means you are working with a professional ethically obligated to work in your best interest. As of August 17, 2024, you will be asked to sign a written buyer agreement after you've chosen the professional you want to work with. Here's what you should know about these agreements:

What is a "written buyer agreement?" What does it do? A written buyer agreement is an agreement between you and your real estate professional outlining the services your real estate professional will provide you, and what they will be paid for those services.

Why am I being asked to sign an agreement? Written buyer agreements became a nationwide requirement for many real estate professionals as a part of the National Association of REALTORS®' proposed settlement of litigation related to broker commissions. The requirement went into effect on August 17, 2024.

Are these agreements new? In some places, yes. Many states have required them for years, while some have not. As a result, it is entirely possible you or others you know have not used them in the recent past. Regardless, they are now a nationwide requirement for many real estate professionals.

Are these agreements negotiable? Yes! You should feel empowered to negotiate any aspect of the agreement with your real estate professional, such as the services you want to receive, the length of the agreement, and the compensation, if any. Compensation between you and your real estate professional is negotiable and not set by law. In the written agreement, the compensation must be clearly defined (e.g., \$0, X flat fee, X percent, X hourly rate)—and not open-ended or a range. Only sign an agreement that reflects what you have agreed to with your real estate professional.

How do I benefit from these agreements? These agreements clearly lay out what services you (as a homebuyer) expect your real estate professional to provide, and what your real estate professional will be paid. These agreements make things clear and reduce any potential confusion at the outset of your relationship with your real estate professional.

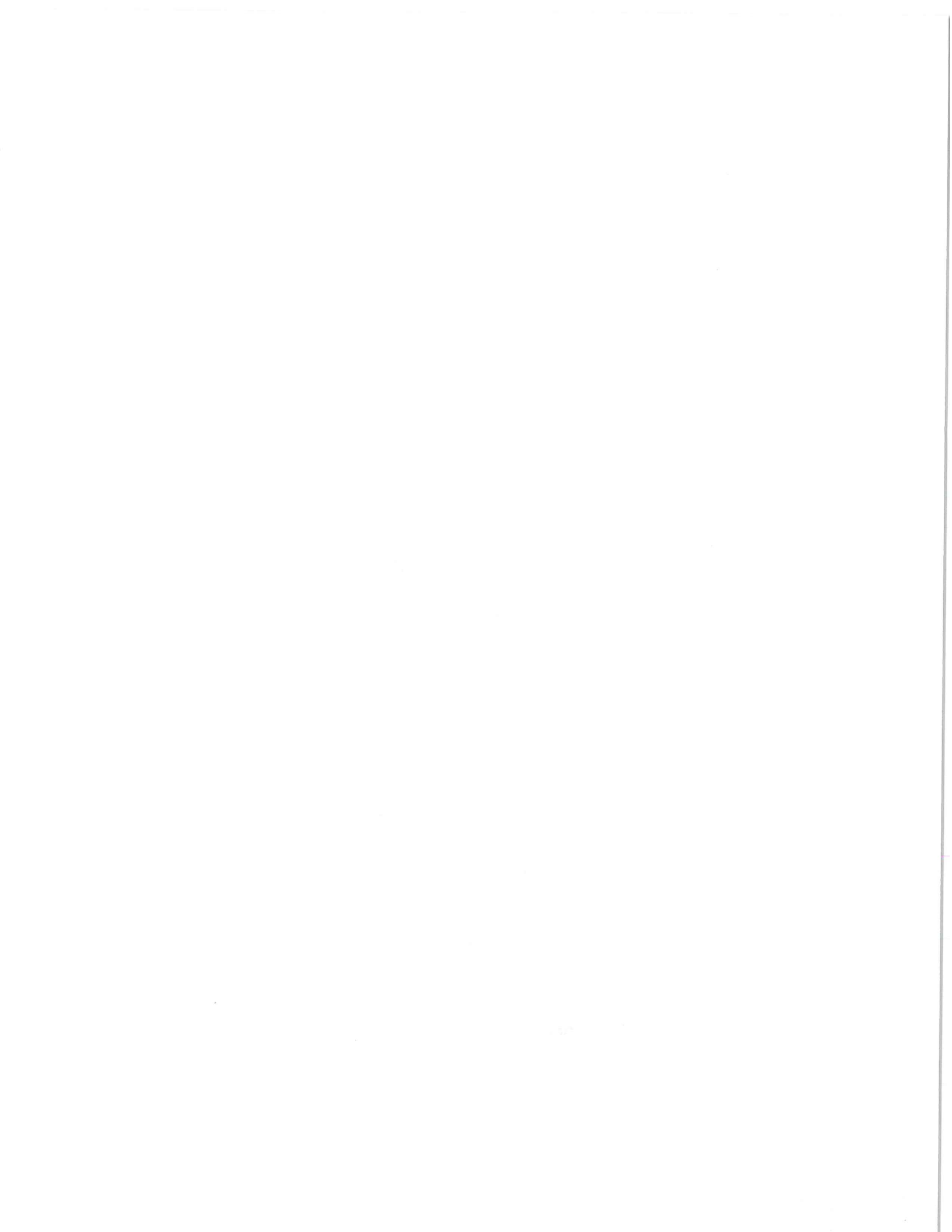
When do I need to sign an agreement? You will be asked to enter into a written buyer agreement with your real estate professional before "touring" a home with them, either in-person or virtually. If you are simply visiting an open house on your own or asking a real estate professional about their services, you do not need to sign a written buyer agreement.

Does this mean I have to pay my real estate professional out of pocket? Not necessarily. While you are responsible for paying your real estate professional as outlined by your agreement, you can still request, negotiate for, and receive compensation for your real estate professional from the seller or their agent.

Do agreements dictate a specific type of relationship I need to have with my real estate professional? No—you are allowed to enter into any type of business relationship with your real estate professional allowed by state law where you live.

Can I change or exit an agreement? Yes. You and your real estate professional can mutually agree to change your agreement. Agreements may have specific conditions under which they can be exited, so read the text of the agreement and speak with your real estate professional if you would like to change or exit your agreement.

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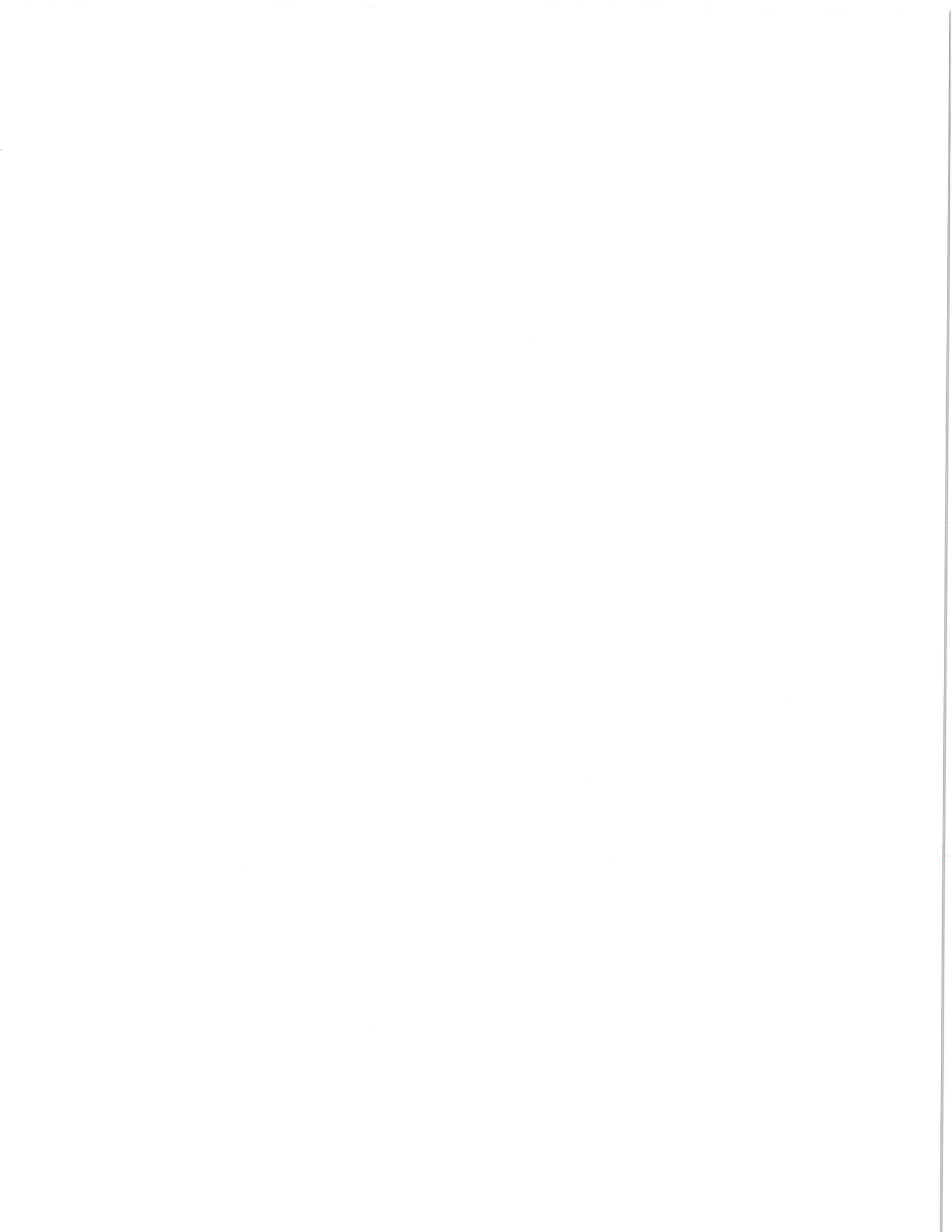
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NAR MEMBER RESOURCE: DOS AND DON'TS WHEN WORKING WITH BUYERS

The practice changes required by NAR's settlement must be implemented in good faith. NAR opposes any attempt to circumvent the practice changes.

This resource will help you implement the practice changes and empower you to transact business consistent with the settlement, your ethical duties, and in the best interest of consumers. It is meant to provide clarity about business practices allowed under the settlement, as well as those that are not permitted. NAR members should not engage in the practices that are “don'ts” in this guide.

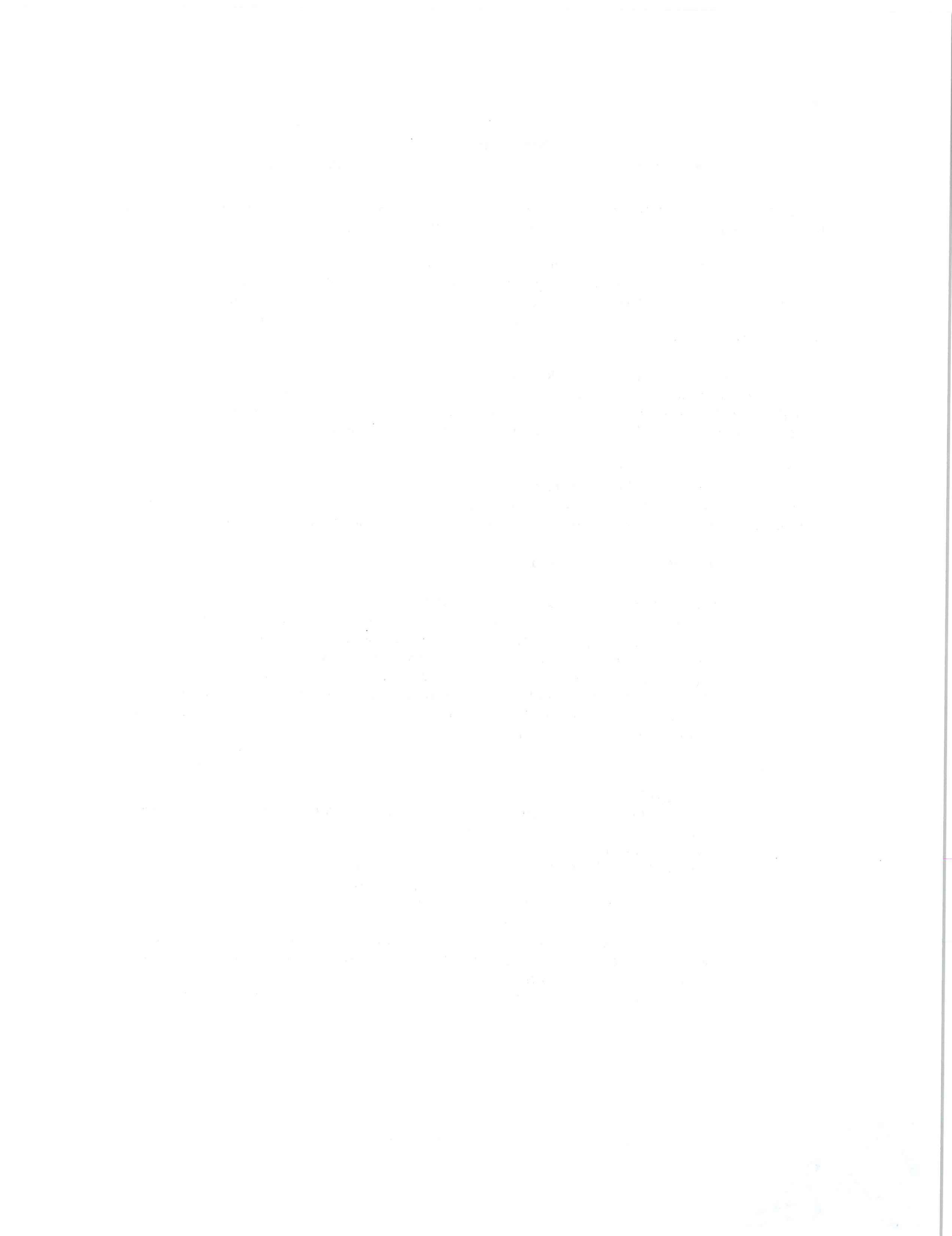
The consequences for failing to abide by the terms of the proposed settlement may be severe—including losing your released status under the settlement and losing NAR membership. Regardless of your NAR membership status, if you fail to abide by the terms of the settlement, you can lose MLS access or even face possible legal liability.

Below are important dos and don'ts to observe when working with buyers. Please continue to follow facts.realtor for the most up-to-date dos and don'ts and all updates on how to navigate the settlement and practice changes, as well as for resources to help you continue to deliver value to and assist homebuyers and sellers on the homeownership journey.

DOS WHEN WORKING WITH A BUYER

- ✔ **Clearly and frequently demonstrate your value.**
 - At the outset of the relationship, communicate your unique expertise and experience and explain that one of the core reasons to use a REALTOR®, instead of just a real estate licensee, is that REALTORS® are required to act in the client's best interest under the REALTOR® Code of Ethics.
 - Your value includes working to find the buyer a home that meets their distinctive needs. Consider sharing [this guide](#) about “REALTORS'® Duty to Put Clients' Interests Above Their Own” with your buyer.

- ✔ **Explain what a written buyer agreement is and why the buyer is being asked to sign it.**
 - Explain that this is an agreement outlining the services the agent will provide and what they will be paid for those services.
 - Explain that the purpose is to ensure buyers are directly involved in the negotiations of the amount their broker is paid.
 - Inform the buyer that obtaining this agreement is a requirement that most MLSs put in place for participating real estate professionals. (Note that it could also be a state law requirement—consult your state and local laws.)
 - Be clear that you must have an agreement in place before touring a home with the buyer, and that they should only sign an agreement both the buyer and their agent are comfortable with.
 - See [here](#) for a helpful guide on written buyer agreements to share with your buyer.



- ✔ **Before signing the buyer agreement, be transparent about the realities of compensation and potential costs.**
 - Inform the buyer that they can request compensation for their agent from the seller or the seller's agent, but not all sellers or seller's agents may choose to pay buyer broker compensation.
 - Ensure the buyer understands their responsibility for any agreed upon compensation.
 - Inform the buyer that under current FHA rules, agent compensation cannot be financed through a mortgage.

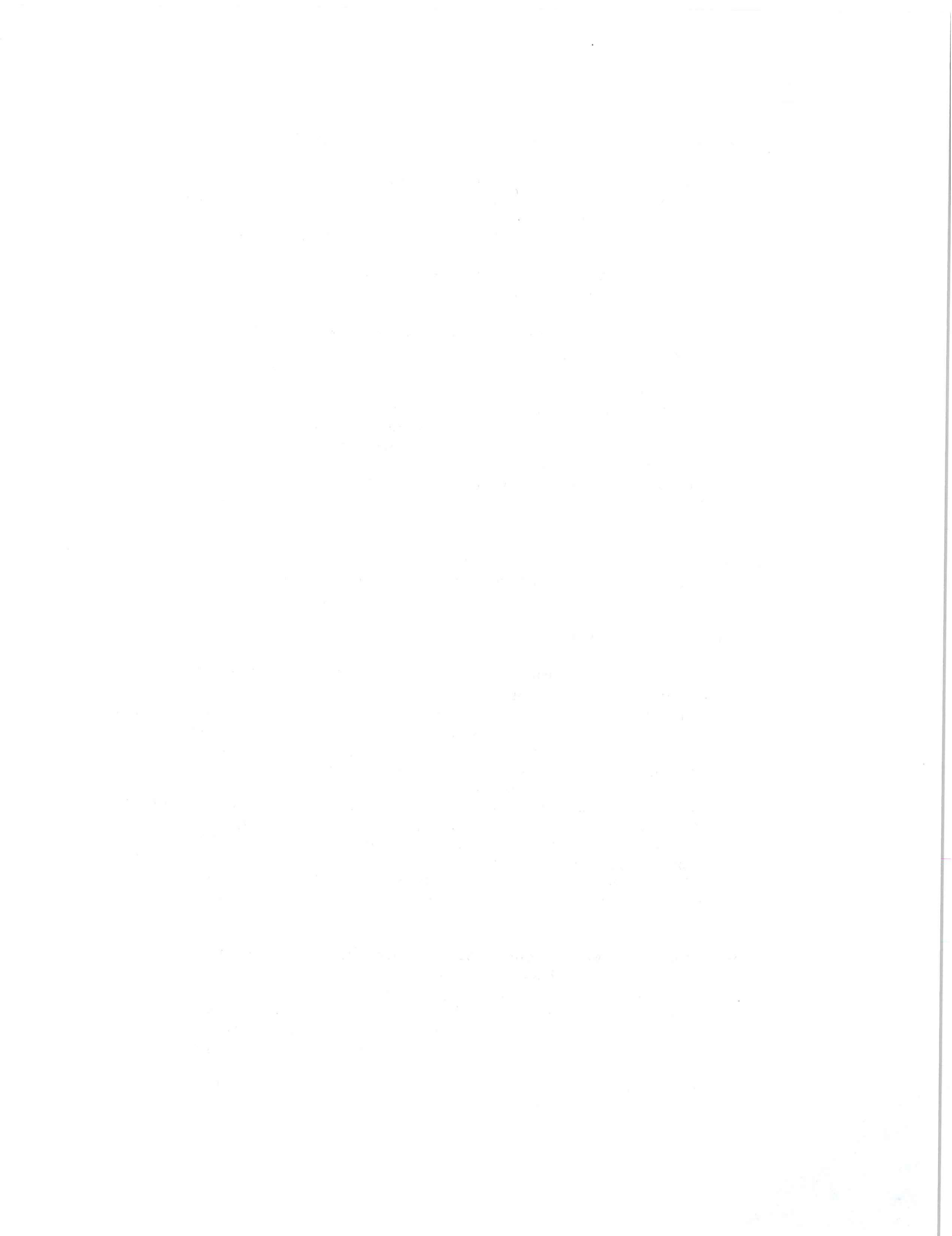
- ✔ **Ensure your buyer understands all options, and advocate for the terms of the offer your buyer needs.**
 - REALTORS® have an ethical and fiduciary duty to serve the best interests of their clients.
 - The settlement explicitly preserves offers of compensation as a choice for consumers because it can mutually benefit buyers and sellers.
 - You can inquire about the existence of such offers and communicate the response to your buyer.
 - Additionally, even if a seller or their broker is not offering compensation, your buyer can choose to ask the seller to cover the buyer broker cost in the buyer's offer.

- ✔ **Know and follow state and local laws.**
 - There may be additional requirements, including those for certain types of agent representation, based on state law and local practice.

DON'TS WHEN WORKING WITH A BUYER

- ✘ **Don't misrepresent anything to a buyer, including the nature and purpose of the written buyer agreement.**
 - Written buyer agreements outline the services the agent will provide and what they will be paid for those services. The purpose and reason for these agreements must be accurately explained and presented to a consumer so that they can make an informed decision on how to proceed.
 - The [Code of Ethics](#) requires honest and truthful communications and representations (Article 12); to always protect and promote the interests of their client, and to treat all parties honestly (Article 1); and that all agreements related to a real estate transaction be clear and understandable (Article 9).
 - While some states legally require buyer agreements, many MLSs now require a written buyer agreement as a result of the NAR settlement and related practice changes, not a new law. Make sure your explanation of the requirement is accurate.

- ✘ **Don't attempt to "work around" the practice change requirements.**
 - When you agree with a buyer to certain work for a particular amount of compensation, you must do so in good faith.
 - Any compensation agreed to in the written buyer agreement must be "objectively ascertainable" under the settlement—this means compensation must be clearly defined (e.g., \$0, X flat fee, X percent, X hourly rate) and not open-ended.
 - Do not enter into agreements created to get around this requirement. For example, you should not enter into multiple agreements with a buyer at one



time for the same services or define compensation as whatever the seller or seller agent is offering as compensation.

- Potential amendments should be considered in the same light—you should not amend an agreement for the sole purpose of “matching” an offer of compensation that is greater than what you and your buyer agreed to. Any amendment must have a legal basis and a fully informed buyer that agrees to amend. Consult state contract law.
- Remember, the written buyer agreement is a legally binding document that commits you and the buyer.

✘ **Don't accept more compensation than what is provided for in the agreement with your buyer.**

- Under the NAR proposed settlement, buyer brokers cannot receive compensation for brokerage services from any source that exceeds the amount or rate in the agreement with the buyer.
- Do not accept “bonuses” or other compensation from a seller or any other source that is more than what is in your written buyer agreement.

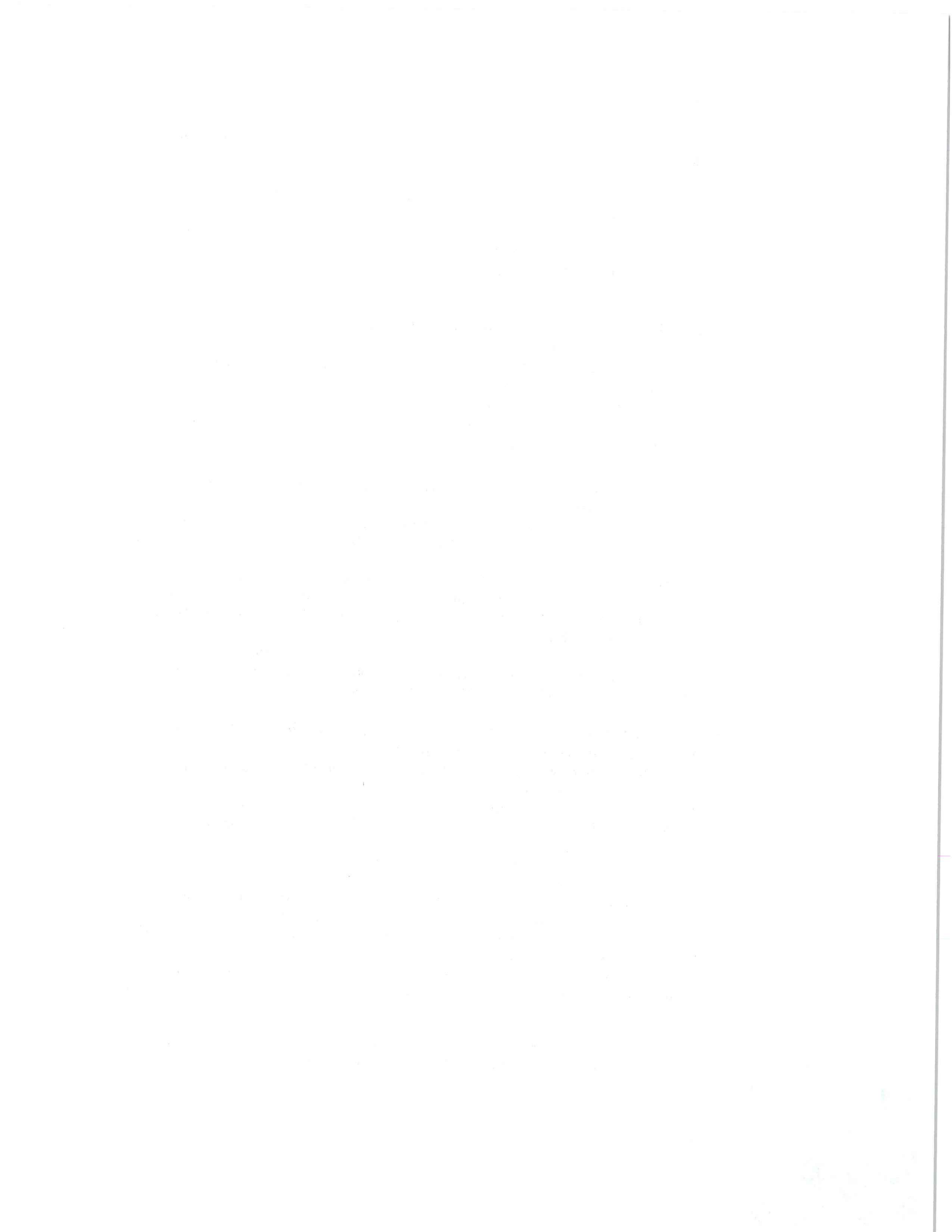
✘ **Don't share your signed buyer agreement with competitors (unless required by state law).**

- Written buyer agreements contain your compensation and other confidential information that may be material to a transaction and critical to a successful negotiation on behalf of your buyer.
- Note that some MLSs may institute auditing programs to ensure compliance with written buyer agreement rules, but those MLSs should keep the written buyer agreement confidential. REALTORS® should fully comply with these requests and local MLS rules.
- However, some states require disclosing the agreed-upon buyer agent compensation to the listing agent at certain points in the process so please make sure to follow all state laws and regulations.

✘ **Don't limit the properties you show a buyer or steer clients away from properties based on offers of compensation.**

- Under NAR's Code of Ethics and MLS policy, steering buyers based on the amount of broker compensation is prohibited.
- REALTORS® must inform buyers about any home available that meets their criteria, regardless of whether (or how much) the seller or listing agent is offering compensation.
- A buyer should be in the driver's seat with respect to their search and the homes they wish to pursue.
- Agents should educate buyers on the pros and cons of each option available when looking at and making an offer on a property, including that buyers can ask sellers to pay for buyer broker compensation as part of the offer, even if there is no offer of compensation.
- Refusing to inform your client of properties because they are being sold by a broker, agent, or seller who is not offering compensation is inconsistent with these principles.

Consult your state and local REALTOR® association for detailed information about state and local law where you operate your business. For more helpful resources, please visit facts.realtor and explore our [Consumer Guide series](#) catered directly to home buyers and home sellers.



NAR MEMBER RESOURCE: DOS AND DON'TS WHEN WORKING WITH SELLERS

The practice changes required by NAR's settlement must be implemented in good faith. NAR opposes any attempt to circumvent the practice changes.

This resource will help you implement the practice changes and empower you to transact business consistent with the settlement, your ethical duties, and in the best interest of consumers. It is meant to provide clarity about business practices allowed under the settlement, as well as those that are not permitted. NAR members should not engage in the practices that are "don'ts" in this guide.

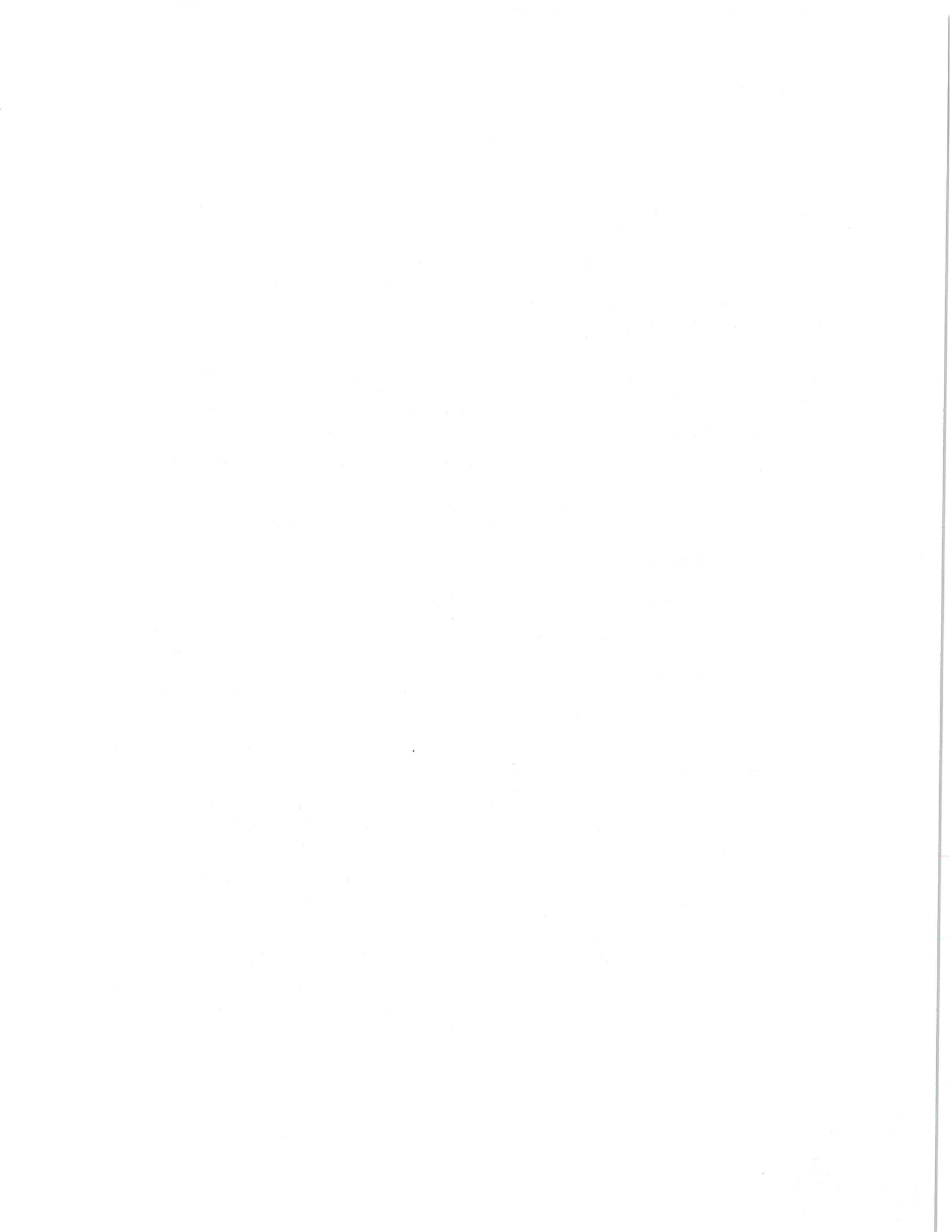
The consequences for failing to abide by the terms of the proposed settlement may be severe—including losing your released status under the settlement and losing NAR membership. Regardless of your NAR membership status, if you fail to abide by the terms of the settlement, you can lose MLS access or even face possible legal liability.

Below are important dos and don'ts to observe when working with sellers. Please continue to follow [facts.realtor](#) for the most up-to-date dos and don'ts and all updates on how to navigate the settlement and practice changes, as well as for resources to help you continue to deliver value to and assist homebuyers and sellers on the homeownership journey.

DOS WHEN WORKING WITH A SELLER

- ✔ **Clearly and frequently demonstrate your value.**
 - Early in the relationship, emphasize your unique expertise and experience and explain that one of the core reasons to use a REALTOR®, instead of just a real estate licensee, is that REALTORS® are required to act in the client's best interest under the Code of Ethics.
 - Consider sharing [this guide](#) with your client about "REALTORS'® Duty to Put Clients' Interests Above Their Own."

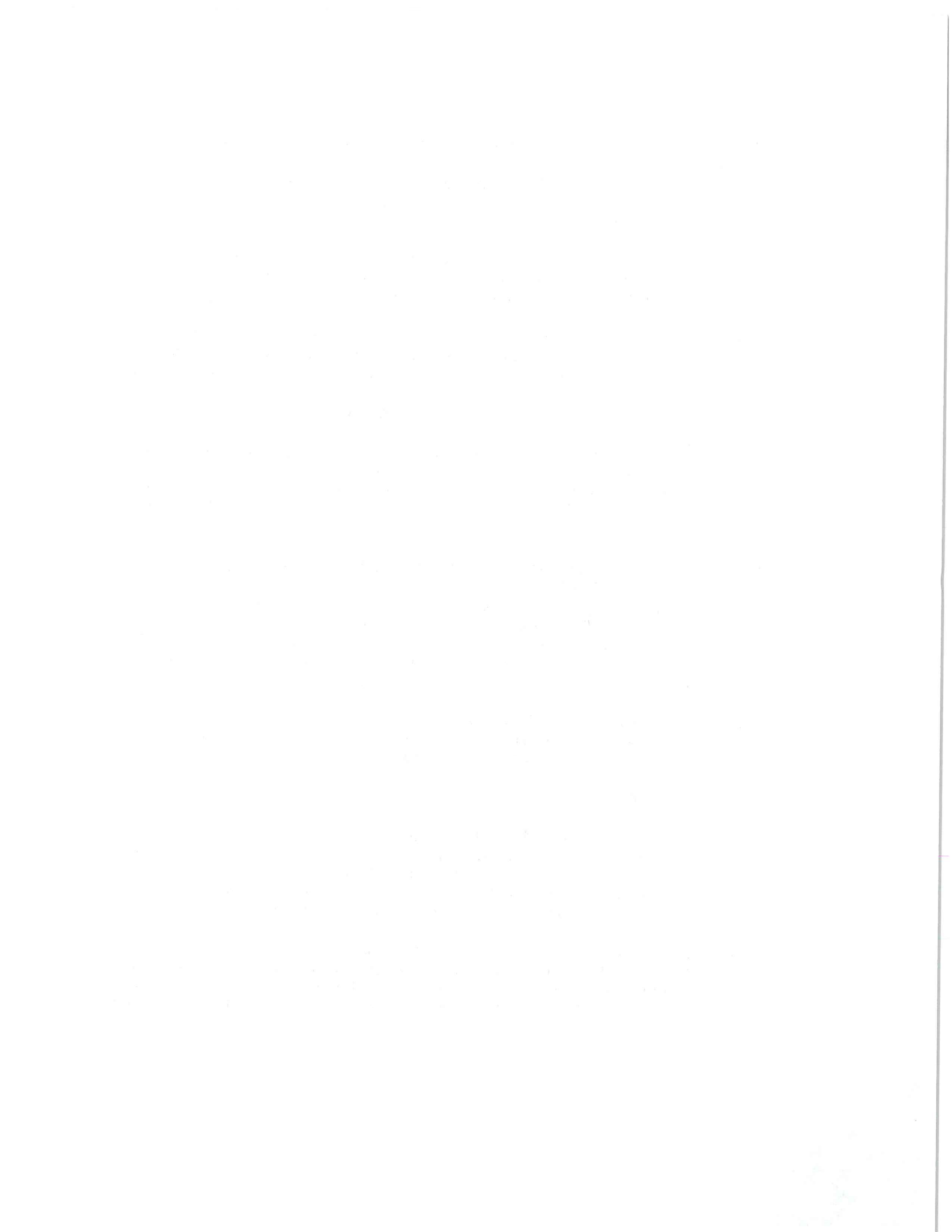
- ✔ **Explain what an offer of compensation is and why a buyer may opt to seek buyer agent compensation from the seller.**
 - Inform the seller that covering all or a portion of the cost of the buyer's agent's services may increase the potential buyer pool for their home. This is because it reduces up-front costs that may be prohibitive for some prospective buyers, particularly first-time buyers, low-income buyers, or those from underserved communities.
 - Make sure to emphasize that it is the seller's choice whether an offer of compensation is made, when the practice of offers of compensation is consistent with your business practices.
 - If an offer of compensation is made, inform your sellers that offers of compensation may be marketed off MLSs and consider sharing [this guide](#) on offers of compensation with them to help them make an informed choice.
 - You should also inform your seller that buyers may ask the seller to cover some or all of the buyer agent's fee as part of a purchase agreement. It is always up to the seller whether to accept this type of request.



- ✔ **Prior to signing a listing agreement, ensure the seller understands their options.**
 - Help them understand their options while continuing to seek fair compensation for your services. Ensure they know compensation is fully negotiable and not set by law.
- ✔ **Get prior written approval from the seller before offering compensation.**
 - Clearly disclose and get approval in writing from the seller before offering any compensation or making a payment to another agent representing a buyer.
- ✔ **Inform the seller that a buyer may seek compensation for their agent.**
 - Even if a seller decides not to offer compensation to a buyer's agent, inform the seller that it is possible that a buyer may request compensation for their agent.
- ✔ **Present all offers to the seller and always treat all buyers fairly and equitably.**
 - Under fair housing laws and the Code of Ethics, real estate professionals have a duty to treat every buyer fairly and equitably.
 - Discrimination in housing based on race, color, religion, sex (including gender identity and sexual orientation), familial status, national origin, and disability is prohibited.
- ✔ **Keep lines of communication open with your fellow industry professionals when it is to your client's advantage.**
 - Communicating with other brokers and agents helps you identify the best offer for your seller and fulfill your duty as their agent.
 - Answer the phone when appraisers call, as they need to know the details of the transactions they are analyzing, including the sales they consider as potential comparables.
- ✔ **Know and follow state and local laws.**
 - There may be additional requirements, including those for certain types of agent representation, based on state law and local practice.

DON'TS WHEN WORKING WITH A SELLER

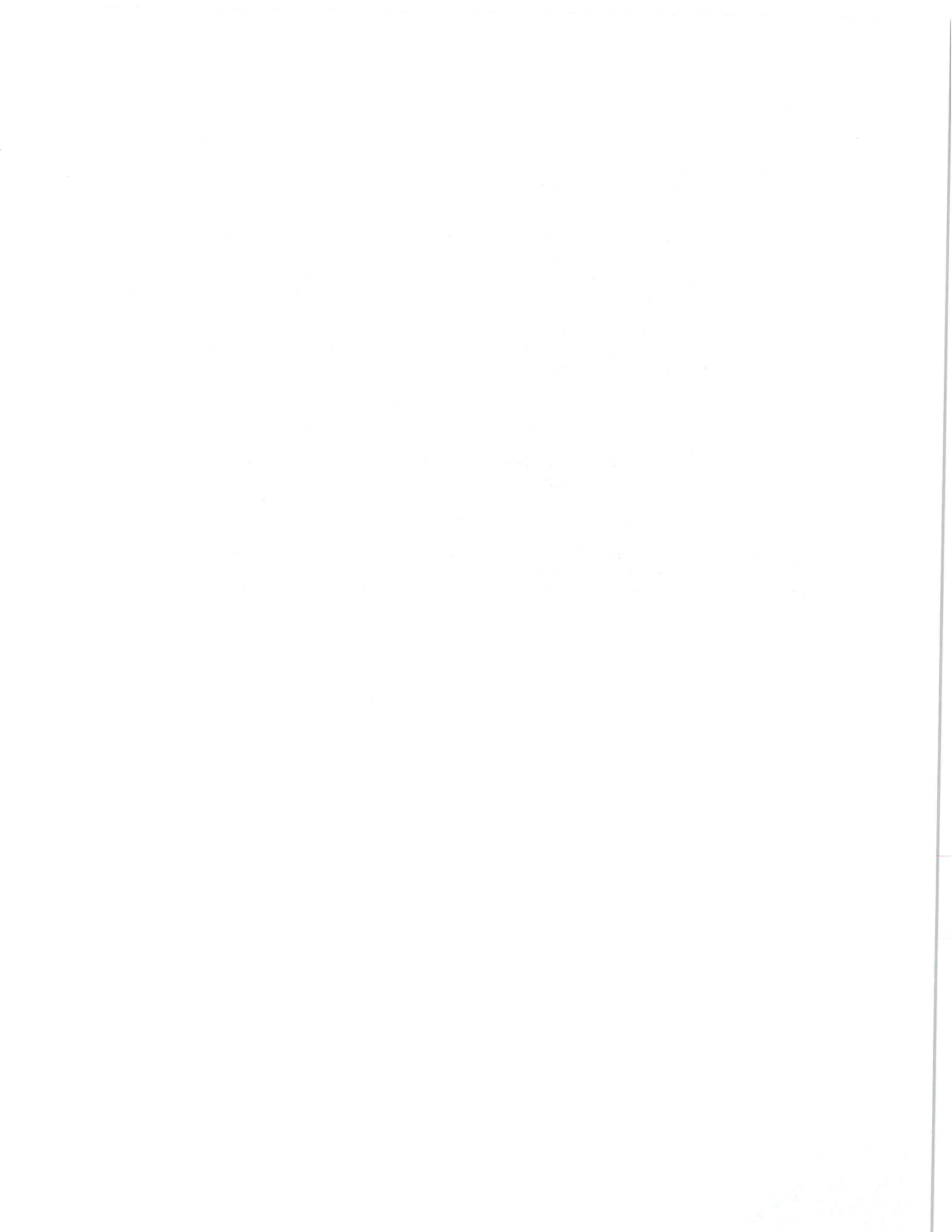
- ✘ **Don't use MLSs to make offers of compensation.**
 - The settlement practice changes prohibit offers of compensation from being made on an MLS that has opted into the settlement.
 - This prohibition applies to *any* MLS field. Relatedly, do not use MLS data or data feeds to establish another platform to host offers of compensation.
- ✘ **Don't share your listing agreement with competitors.**
 - Do not provide the signed written listing agreement to competitors because it will contain your compensation and other confidential information that may be competitively sensitive, material to a transaction, and critical to a successful negotiation on behalf of the seller.



- ✘ **Don't communicate the amount of an offer of compensation without your seller's instruction.**
 - If the seller decides to authorize an offer of compensation, the seller decides whether and when their agent can communicate the amount of compensation.
 - Listing agents should follow the seller's instructions when it comes to communicating offers of compensation.
 - For instance, a seller may want the buyer or the buyer's agent to initiate negotiation on the amount of buyer-agent compensation before disclosing the amount authorized.
 - Conversely, the listing agent should not withhold the offer of compensation from the buyer broker when the seller has instructed the listing agent to make the offer known off-MLS to attract buyers.

- ✘ **Don't ask for copies of written buyer agreements.**
 - The written buyer agreement requirement is an MLS policy and therefore enforced by the MLS.
 - As with all MLS policies and rules, a consumer or other party can file a complaint with the MLS if an agent fails to comply.
 - Under the Code of Ethics, access to a property should be given to other brokers when it is in the seller's best interest.

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NEEDS ASSESSMENT WORKSHEET

Name(s): _____
Current Address: _____
Home: _____ Home: _____
Phone Numbers: Work: _____ Work: _____
Mobile: _____ Mobile: _____
Fax Numbers: _____
E-Mail: _____
Preferred Home: _____
Contact Work: _____
Methods: Mobile: _____

of Occupants: _____ Pets: _____

Currently: Own Rent Must sell to purchase?

Desired possession date: _____

Mortgage: Prequalified Pre-approved

Lender: _____

Ideal Price: _____ Ideal Monthly Payment: _____

Ideal Location(s): _____

of Bedrooms: _____ # of Bathrooms: _____

Minimum #: _____ Minimum #: _____

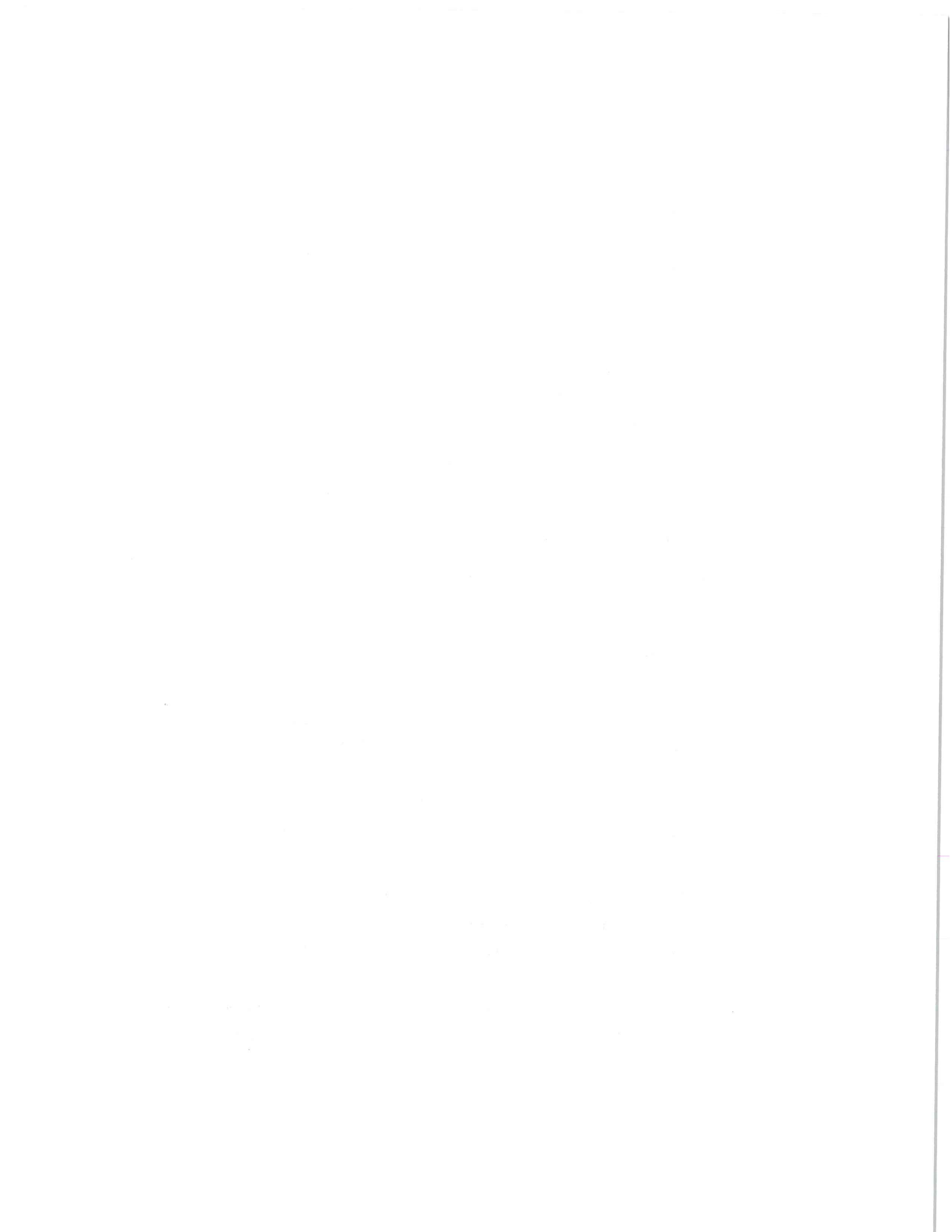
Lot size: _____

Garage: _____ How many vehicles? _____

Parking Space: Boat Camper Bus/truck _____

Age of home: _____ Style: _____

- | | | |
|---|--|--|
| <input type="checkbox"/> Eat-in kitchen | <input type="checkbox"/> Finished basement | Special Requirements |
| <input type="checkbox"/> Separate dining room | <input type="checkbox"/> Fenced yard | <input type="checkbox"/> Day care facilities |
| <input type="checkbox"/> Family room | <input type="checkbox"/> Deck/patio | <input type="checkbox"/> Elder care |
| <input type="checkbox"/> Fireplace | <input type="checkbox"/> Pool | <input type="checkbox"/> Cultural activities |
| <input type="checkbox"/> Workshop | <input type="checkbox"/> Waterfront | <input type="checkbox"/> School requirements |
| <input type="checkbox"/> Home office | <input type="checkbox"/> | <input type="checkbox"/> Sports/recreation |
| <input type="checkbox"/> Home business | <input type="checkbox"/> | <input type="checkbox"/> Public transportation |



The Ideal Home:

- How long have you been looking for a home? _____
- How have you been looking? _____
- Did you see anything you liked? _____
- What kept you from buying it? _____
- Have any agents shown you homes? _____
- What was your relationship with the agent? _____
- What did you sign with the agent? _____

If we cannot find everything in the price range and location you want, what would you consider compromising on?

Are some features "deal breakers" that you won't compromise on?

Is there anything else I should know about your requirements?

