

BUYER BROKER AGREEMENT



1 **1.** _____ (Buyer) retains
2 _____ (Broker) as Buyer's sole and exclusive non-exclusive
3 Broker to locate real property of the nature described below for purchase lease option to purchase
4 by the Buyer and to negotiate terms and conditions thereof acceptable to the Buyer.
5

6 **2. TERM.** This agreement shall commence immediately and terminate at midnight of (date) _____ .
7

8 **3. COMPENSATION.** In consideration of the services to be rendered by Broker, Buyer agrees to pay Broker
9 as follows:

10
11 **Retainer Fee:** A non refundable retainer fee of \$ _____ payable on signing this agreement.
12 Said fee shall be credited against any hourly fee or commission to which Broker shall become entitled under
13 this agreement.
14

15 **Hourly Fee:** \$ _____ per hour for time spent by Broker pursuant to this agreement, payable
16 when billed to Buyer.
17

18 **Commission:** \$ _____ or _____ % of the purchase, lease, or option price. This shall be
19 payable if Buyer shall, during the term of this agreement or within _____ after its expiration enter into
20 an agreement or option to buy, exchange, or lease a property Buyer learned of during the term of this
21 agreement, and regardless of whether Buyer learned of same through the efforts of Broker, another broker of
22 and other source, provided, however, that if "non-exclusive" is checked in Paragraph 1 above, then said
23 amount shall be payable only in respect to property Buyer learned of during the term of this agreement
24 through the Broker.
25

26 No assignment of Buyer's right or opportunity to buy, lease, or option property during the term of this
27 agreement shall operate to defeat Broker's right to compensation under this agreement.

28 Buyer agrees that Broker may accept compensation from a seller, or any other party and that such
29 compensation will be credited against the sum that Buyer will pay Broker. If Seller is responsible for payment
30 of compensation to the Buyer's Broker, Seller's payment of all or a portion of Broker's compensation shall not
31 be construed as creating a principal/agent relationship between the Seller and Buyer's Broker. If the amount
32 to be paid by the Seller, Lessor, Optionor is less than the full compensation due Broker, Buyer agrees to pay
33 the difference.
34

35 **4. EXPENSES.** Buyer shall pay Broker the following expenses in addition to the compensation identified
36 above; _____
37 _____
38 _____
39

40 **5. GENERAL PROVISIONS.** In the event either party employs an attorney to enforce the terms of this
41 agreement and is successful the other party agrees to pay a reasonable attorney's fee. Time is of the
42 essence as to the terms and conditions of this agreement. The Civil Rights and Fair Housing Laws of the
43 United States and Montana prohibit housing discrimination on the basis of race, religion, sex, national origin,
44 color, handicap, familial status, marital status, age and creed.
45

46 **ADDITIONAL TERMS AND CONDITIONS:** _____
47 _____
48 _____
49 _____
50 _____
51 _____
52 _____
53 _____
54 _____
55 _____

56 **6. GENERAL NATURE OF PROPERTY.**

55 **SIZE:** _____

56 **LOCATION:** _____

57 **PRICE/RENTAL RANGE:** _____

58 **TERM:** _____

59 **SPECIAL REQUIREMENTS:** _____

60 _____

61 _____

62 _____

63 _____

64 _____

65 _____

66 _____

67 _____

68 _____

69 _____

70 _____

71 _____

72 _____

73 _____

74 _____

75 The parties hereto, all agree that the transaction contemplated by this document may be conducted by
76 electronic means in accordance with the Montana Uniform Electronic Transaction Act.

77

78 **DATED** this _____ day of _____, _____.

79 _____

80 _____

81 Broker _____ Buyer _____

82 _____

83 _____

84 Buyer's Salesperson _____ Buyer _____

NOTE: Any performance which is required to be completed on a Saturday, Sunday or a Holiday can be performed on the next business day.