

NON-EXCLUSIVE AGENCY REPRESENTATION AGREEMENT

County, NY

Client(s) Name _____

Effective Date _____

Market Area _____

According to ARTICLE 9 of the CODE OF ETHICS OF THE NATIONAL ASSOCIATION OF REALTORS, we are required to “assure whenever possible that all agreements related to real estate transactions . . . are in writing.” In order to comply with that ethics requirement, we are providing you with this written agreement between you as the Client and Keller Williams NY Realty as the Broker. You are retaining us on a non-exclusive basis to assist you in locating property to be purchased or leased by you in the State of New York, in an area that we listed above as the “Market Area.” The Agreement begins on the date identified above as the “Effective Date,” and will end at midnight 180 days after that date (“Expiration Date”). The time between the Effective Date and the Expiration Date will be the “Effective Term” of the Agreement. **This Agreement does not require that you work exclusively with Keller Williams Ny Realty/Richardson Realty Team, nor does it require you to pay a commission on the purchase of any property.**

1. Broker Duties

As your real estate broker, we will use all reasonable efforts to locate property in your Market Area and to assist you throughout the transaction in good faith as your fiduciary. You will obtain the services of the licensed real estate salesperson or associate broker who is presenting this Agreement to you (“your agent”), and at all times we and your agent will act in your best interest and will perform our duties with the skill, diligence, and attention required.

2. Client Duties

A. NON-EXCLUSIVE GOOD FAITH. We agree that you are not bound to work exclusively with us in looking for, purchasing, or leasing property. However, you do agree that you have not entered into an exclusive representation agreement with any other broker that would interfere with our representation of you, and you agree to work in good faith with us.

B. COMPENSATION By Seller. This Agreement does not obligate you to pay a commission on any purchase you make through us. If we are successful in helping you reach an agreement to purchase property in the Market Area during the Effective Term of this Agreement, we will be entitled only to the commission offered by the listing broker.

3. Disclosures

You acknowledge our disclosure of the following and agree that we:

(a) cannot act in violation of applicable state or federal law or the Realtor Code of Ethics, and that we will remain in full compliance with fair housing and anti-discrimination laws;

(b) have provided you with a copy of our publication “Agency Relationships in Buying and Selling a Home,” and you agree to the possibility that we might act as a dual agent for both you and a seller if you present an offer on a property listed with us, with a designated agent assigned to act on your behalf;

(c) might represent other buyers who may be interested in, make offers on, or acquire the same or similar properties as you are seeking to acquire, and you consent to such representation and will not expect us to compromise our representation of them during or after the term of this Agreement;

(d) have made you aware of the potential dangers from lead paint by providing you with the United States Environmental Protection Agency’s booklet “Protect Your Family from Lead in Your Home”;

(e) have made you aware that in Westchester County you are entitled to a test of well-water if the seller’s property provides drinking water through well-water;

(f) have made you aware of your rights to receive a Property Condition Disclosure Statement from a seller before you sign a contract, and that you should consult with your attorney once you have made an offer;

(g) are providing services to you solely as a real estate broker, and that you are not retaining us to act as an attorney, tax advisor, appraiser, surveyor, structural engineer, property tax authority, home inspector, or other professional service provider;

(h) are not guaranteeing the accuracy of nor are we responsible for the representations about the property, the property condition, real estate taxes, zoning compliance, or boundary lines made by the seller or the listing broker; and

(i) have advised you that you need to seek advice and rely on the counsel of qualified, licensed experts for matters relating to taxes, engineering, property condition, or law, and that if we recommend licensed professionals for any of those purposes we are not guaranteeing their performance or their results.

4. Termination At Any Time

You can end this Agreement at any time of your choosing, just by sending us written notice that you want to end the relationship.

YOU ACKNOWLEDGE BY SIGNATURE BELOW THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, THAT ALL THE TERMS OF THIS AGREEMENT HAVE BEEN FILLED IN PRIOR TO SIGNING, AND THAT YOU ARE RECEIVING A COPY OF THIS AGREEMENT.

So Agreed by signature below:

(Client: Please Sign Name)

Date

(Client: Please Sign Name)

Date

(For Broker)

Date