

Buyer Representation Agreement



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Nest Realty Buyer Representation Services

At Nest Realty, we're here to make your home-buying experience successful, enjoyable, and as stress-free as possible. Our team is dedicated to guiding you every step of the way with expert advice and personalized service.

Whether you need assistance with market analysis or negotiating the best deal, we've got you covered. This list highlights some of our key services, but our approach is always tailored to fit your unique needs. We're excited to be part of your home-buying journey and are committed to supporting you long after you've settled into your new home.

- **Guidance and Education:** We educate you on the home-buying process, local market conditions, and what to expect every step of the way.
- **Budgeting and Planning:** We'll help you determine a realistic budget and expectations for your budget, ensuring your goals align with the current market.
- **Professional Recommendations:** We connect you with trusted professionals, including mortgage lenders, attorneys, title companies, inspectors, and contractors, to build your home-buying team.
- **Property Search and Evaluation:** We source potential homes through MLS and unlisted opportunities, schedule tours, and help you evaluate each property's pros and cons.
- **Market Analysis and Offer Preparation:** We conduct a comparative market analysis (CMA) to determine a competitive offer price and prepare offers that protect your interests.
- **Contract Negotiation and Compliance:** Partnering with you, we negotiate terms with the listing agent, ensure contracts are complete and compliant, and advocate for you during due diligence and potential re-negotiations.
- **Inspection and Due Diligence:** We assist with scheduling inspections, interpreting reports and disclosures, researching zoning and building codes, gathering estimates for necessary repairs, and ensuring contract compliance.
- **Coordination and Communication:** We collaborate with your lender, title company, and other professionals to keep everything on track, and we communicate with the listing agent to address any challenges.
- **Final Steps and Closing:** We verify the completion of agreed repairs, schedule the final walkthrough, review the closing statement for accuracy, and confirm loan status with your lender.
- **Ongoing Support After Closing:** We provide guidance throughout the entire process and continue to support you even after the closing.

Buyer Representation Agreement

This Agreement is designed to allow a buyer to engage a qualified, licensed professional to view property and receive contract negotiation and advocacy services throughout the entire real estate offer and purchase process for the types of property described below.

1. PROPERTIES. The undersigned buyer(s) (whether one or more, "Buyer") engage(s) Nest Realty ("Broker") to represent Buyer concerning Buyer's purchase of the below-selected real property type(s) situated in the following locations ("Geographic Area"). Any real property introduced to Buyer, by Broker, in the Geographic Area shall be referred to as the "Property."

Residential Commercial Land Other

Geographic Area: _____

2. LENGTH OF AGREEMENT. This Agreement shall begin on _____, and will automatically end on _____ (at 11:59 p.m., Eastern Time), or upon the date of closing or termination of any then-pending transaction or active negotiations of a written offer involving Property, whichever is later (the "Term").

3. AGENCY DISCLOSURE. The agency relationship between Buyer and Broker determines how Broker will work on Buyer's behalf. Broker shall initially represent solely the interest of the Buyer. In the event that Buyer wishes to purchase a Property represented by another Agent affiliated with Broker, a separate disclosure form will be used to reflect Designated Agency. Broker does not participate in Single-Agent Dual Agency.

4. BROKER'S SERVICES. ("Broker's Services") Broker will exercise good faith efforts to:

- (a) locate, present, and help determine suitable Properties for the Buyer
- (b) tour and prepare detailed analysis of specific Properties, per Buyer's request
- (c) educate Buyer on market conditions and offer professional expertise and guidance
- (d) help Buyer prepare, negotiate, and secure a contract to purchase one or more Properties
- (e) cooperate with any real estate licensee working with the seller to facilitate and complete Buyer's purchase of the Property
- (f) perform other services as needed and requested by Buyer

5. BUYER'S COMMITMENT. Buyer agrees to:

- (a) work exclusively with Broker during the term of this Agreement
- (b) comply with reasonable requests of Broker to supply any pertinent information or personal data needed to fulfill the terms of this Agreement or the Purchase Contract
- (c) pay the compensation set forth below
- (d) inform all sellers and licensees whom Buyer contacts of Buyer's relationship with Broker

Buyer understands that signing more than one buyer-broker representation agreement for any overlapping period of time could expose Buyer to liability for paying additional (or duplicate) brokerage fees.

_____/_____/_____ (Buyer to initial) Buyer represents and warrants that it is not a party to any other active, exclusive buyer-broker representation agreements.

6. BROKER REPRESENTATION FEE. Buyer agrees to pay Broker, as provided below for any Properties involving Broker's Services (the "Broker Representation Fee"). **The Broker Representation Fee is not set by law and is fully negotiable.**

The Broker Representation Fee shall be due and payable upon successful closing. If Buyer enters into an agreement to purchase any Property involving Broker's Services within (_____) days following the expiration or earlier cancellation of this Agreement, then Buyer shall pay the Broker Representation Fee to Broker upon closing. This Agreement shall act as settlement instructions to the applicable settlement company or attorney's office for payment of the Broker Representation Fee to Broker at closing. This Section 6 shall survive the expiration, termination or earlier cancellation of this Agreement.

In the event that the Buyer enters into a contract and closes on any Property involving Broker's Services, during the Term, the Broker Representation Fee is (**check only one**):

- _____% of the gross purchase price of the Property (as reflected on the final settlement statement); or
- Exactly \$_____.

7. COLLECTING BROKER REPRESENTATION FEE FROM THE SELLER. Broker does not accept any commission, compensation, or fees directly from the listing brokerage. If Buyer wishes for seller to pay Broker Representation Fee, there are two approaches:

(a) Direct Seller-to-Broker Compensation. Buyer authorizes Broker to request that the Broker Representation Fee be paid, in whole or in part, by the seller, to Broker, at closing. This request may be included as part of the purchase contract or as a separate agreement between the seller and Broker.

Disclosures and Acknowledgements Addendum To Buyer Representation Agreement

- 1. VIRGINIA FAIR HOUSING DISCLOSURE.** All offers shall be presented and considered without regard to race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status or disability as well as all classes protected by the laws of the United States and the Commonwealth of Virginia.
- 2. NOTICE TO BUYERS.** The Buyer should conduct any research they feel is necessary regarding registered sexual offenders under Chapter 23 (§19.2-387 et seq.) of Title 19.2 of the Virginia Code. Information can be obtained by contacting your local police department or the Department of State Police, Central Records Exchange, at (804) 674-2000 or by visiting <https://www.vspсор.com/>.
- 3. CODE OF ETHICS.** In the sale, purchase, exchange, rental, or lease of real property, Broker has the responsibility to offer equal service to all clients and prospects and shall not discriminate on the basis of any protected class under Federal, state or local law or the REALTOR® Code of Ethics.
- 4. WIRE FRAUD ALERT.** Criminals are hacking the email accounts of real estate agents, title companies, settlement attorneys, and others to send fake wire instructions and steal funds. To prevent this, the Buyer should always speak directly with the intended recipient to confirm the routing and account numbers before wiring any money. Additionally, personal information like Social Security numbers, bank account numbers, and credit card numbers should only be shared through secure email or delivered in person to ensure privacy.
- 5. RECORDINGS WITHIN THE PROPERTY.** Before taking photos, videos, or making video calls on the property, the Buyer should know that the Seller might have a security or recording system that can record or monitor the property remotely, including audio. This means the Seller could listen to conversations happening on the property, so discussions about negotiation strategies might not be private. The Buyer agrees not to hold the Broker, the buyer's agent, or their employees responsible for any recordings that may occur on the property.
- 6. EXPERTISE ACKNOWLEDGEMENT.** The Buyer acknowledges that the Broker is being hired only as a real estate agent. The Broker is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector, or any other service provider. The Buyer should seek professional service providers for these areas. Although the Broker may suggest certain professionals or service providers, such referral does not mean that the Buyer is required to use such providers. Relatedly, the Broker is not liable for their actions.

BY SIGNING BELOW, Buyer has read and understands the information provided herein.

Buyer Name	Signature	Date

Buyer Name	Signature	Date