



BUYER'S AGREEMENT TO WAIVE REPRESENTATION

This Contract is between the following parties:

BUYER: _____

and BROKER: _____.

The Licensee representing Seller(s) is: _____ and proposes to also act as Licensee Assisting Buyer(s). **Licensee is not representing BUYER in this transaction and will not negotiate on behalf of BUYER.**

1. **BROKERAGE RELATIONSHIP DISCLOSURE: BUYER(S) HEREBY ACKNOWLEDGE THE REAL ESTATE BROKERAGE RELATIONSHIPS/AGENCY DISCLOSURE OR CONTRACT INFORMATION BOOKLET (OKLAHOMA) HAS BEEN FURNISHED TO THEM PRIOR TO THE FIRST SHOWING.** BUYER requests Licensee assist BUYER in their desire to purchase the real estate property described as:

_____.

2. **BROKER COMPLIANCE:** Licensees acting as an agent of the Seller(s) have a duty to represent the Seller(s) interest and will not be the agent of BUYER.

INFORMATION GIVEN BY THE BUYER TO LICENSEE REPRESENTING SELLER ACTING AS A LICENSEE ASSISTING THE BUYER WILL BE DISCLOSED TO THE SELLER. Licensees acting in the capacity of a Transaction Broker (Kansas & Missouri) are not agents for either party and do not advocate the interests of either party.

3. Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker).

4. **COMPENSATION TO BROKER:**

a. BROKER shall be entitled to compensation for assisting and negotiating in procuring Property acceptable to BUYER. However, if anyone other than BUYER compensates BROKER for services covered by this Contract, that amount shall be credited toward BUYER'S obligation to pay compensation.

1) BUYER agrees Platinum Realty will receive compensation of a percentage commission of _____ (three (3%) percent of Purchase Price if left blank) and;

2) BUYER agrees Platinum Realty will receive compensation as a flat commission of _____ (\$495.00 if left blank).

b. Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker).

c. If the amount of compensation BROKER receives from anyone other than BUYER exceeds BUYER'S obligation, the excess amount shall be disclosed to BUYER and if allowed by law paid to BROKER or credited to BUYER if agreed to in writing.



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- 5. BROKERAGE RELATIONSHIPS CONFIRMATION:** Unless otherwise provided herein, BUYER authorizes the designated BROKER to cooperate with and receive compensation from other brokers. BUYER consents to the following (Check applicable boxes):

- | | | |
|---|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | BUYER consents to Buyer Agency. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BUYER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum. |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | BUYER consents to Subagency |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | BUYER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual Agency Amendment. (MO Only) |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BUYER consents to Designated Agency. (In Kansas, Supervising Broker acts as a Transaction Broker) |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BUYER consents to the appointment of a Designated Agent for a Seller in BUYER'S purchase of the Property. (In Kansas, Supervising Broker acts as a Transaction Broker) |

6. BUYER REPRESENTATIONS:

- BUYER warrants that BUYER is not currently obligated under any other Exclusive Buyer Agency Contracts. BUYER has signed the *SELF REPRESENTATION AGENCY CONFIRMATION AND ACKNOWLEDGEMENTS* (Iowa)
- BUYER warrants that BUYER is not obligated to pay any brokerage fees for properties that were previously shown to BUYER.
- BUYER warrants that BUYER is not aware of any facts that would prevent them from closing any sale entered under this Contract.
- BUYER agrees to comply with all applicable federal, state, and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes and rules and regulations.
- BUYER shall attempt to secure written loan pre-approval and disclose to BROKER the status of BUYER'S loan approval and shall provide a copy of current loan approval documents including all conditions and limitations required by lender or proof of funds if purchasing as a cash sale.

- 7. BUYER AGREES:** BUYER understands that neither the agent nor the affiliated Brokerage has a duty to conduct an independent inspection of the property for the benefit of the BUYER or to verify independently the accuracy or completeness of statements made by the Seller or qualified third-party inspectors.

- 8. ADDITIONAL TERMS AND CONDITIONS, IF ANY:** _____

CAREFULLY READ THE TERMS HEREIN BEFORE SIGNING. WHEN SIGNED, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

PLATINUM REALTY LLC

BUYER **DATE**

BROKERAGE **DATE**

BUYER **DATE**

LICENSEE REPRESENTING SELLER **DATE**
AND ASSISTING BUYER