

# BUYER REPRESENTATION AGREEMENT



**BUYER ACKNOWLEDGES THAT ANY COMPENSATION PAYABLE TO A BUYER AGENT IS FULLY NEGOTIABLE AND NOT SET BY MONTANA LAW, ANY BOARD OR ASSOCIATION OF REALTORS®, OR ANY MULTIPLE LISTING SERVICE**

1 Date: \_\_\_\_\_  
2

3 \_\_\_\_\_ (hereafter the "Buyer")  
4 retains \_\_\_\_\_ (hereafter the "Broker/Salesperson")  
5 as Buyer's agent to locate real property of the nature described below for  purchase  lease  option to purchase  
6  other: \_\_\_\_\_ by the Buyer and to negotiate terms and conditions thereof  
7 acceptable to the Buyer.  
8

9 **TERM.** This Buyer Representation Agreement (hereafter the "Agreement") shall commence immediately upon  
10 execution by all parties and terminate at midnight on \_\_\_\_\_ (date) (hereafter the "Term"). If the  
11 Term of this Agreement is set to expire while Buyer is a party to a contract to purchase property, the Term of this  
12 Agreement shall be automatically extended until the sooner of the termination of said contract to purchase property  
13 or the closing of said purchase.  
14

15 **AGENCY AND RELATIONSHIP DISCLOSURE.** Prior to or in conjunction with Buyer's execution of this Agreement,  
16 Broker/Salesperson shall provide to Buyer, and Buyer agrees to acknowledge receipt, of the form titled  
17 "Relationships/Consent in Real Estate Transactions." The representation of Buyer by Broker/Salesperson under this  
18 Agreement shall be (Sole and Exclusive, if not checked):  
19

- 20  **Sole and Exclusive.** Buyer may not enter into an agency relationship with other real estate agents or real  
21 estate agencies during the Term of this Agreement; **OR**
- 22  **Non-Exclusive.** Buyer may enter into another non-exclusive agency relationship with other real estate agents  
23 or real estate agencies during the Term of this Agreement.  
24

25 **COMPENSATION.** In consideration of the services to be rendered by Broker/Salesperson, Buyer approves and  
26 agrees to the compensation to be paid to Broker/Salesperson as follows (hereafter the "Compensation"):  
27

- 28  \_\_\_\_\_% of the purchase price or the total of lease payments over the initial term of the lease, payable  
29 by Buyer;
- 30  \$ \_\_\_\_\_, payable by Buyer;
- 31  \$ \_\_\_\_\_ per hour for time spent by Broker/Salesperson pursuant to this Agreement,  
32 payable by Buyer; **OR**
- 33  Other (describe):  
34  
35
- 36  Buyer authorizes Broker/Salesperson to negotiate and agree to payment of all or any portion of the  
37 Compensation by a Seller Party (defined below) and to include language requesting payment of the  
38 Compensation by a seller in any contract to purchase property or to enter into a separate agreement  
39 with a seller where said seller directly pays the Compensation to Broker/Salesperson.  
40
- 41  Buyer agrees to pay to Broker/Salesperson a non-refundable retainer fee of \$ \_\_\_\_\_  
42 payable by Buyer to Broker/Salesperson upon signing this Agreement. Said retainer fee shall be credited  
43 against any Compensation to which Broker/Salesperson shall become entitled under this Agreement  
44 (applicable only if checked).  
45

46 **SELLER PARTY OFFERS OF COMPENSATION.** Buyer understands and acknowledges that a seller and/or seller  
47 agent (hereafter a "Seller Party") may, but is not required, to offer compensation to Broker/Salesperson for  
48 representing Buyer in the purchase of a seller's property. Any offer of compensation may be made through the seller's  
49 agent as a portion of the seller's agent's compensation, as a concession to Buyer from the seller, as a direct payment  
50 by the seller to Broker/Salesperson, or a combination of the foregoing. Concerning any compensation payable to  
51 Broker/Salesperson by a Seller Party (hereafter the "Seller Party Compensation"):  
52

- 53 a. Any Seller Party Compensation paid to and received by Broker/Salesperson will be credited against any

54 Compensation owing to Broker/Salesperson under this Agreement.

55

56 b. If the Seller Party Compensation is equal to the Compensation payable by Buyer under this Agreement, Buyer  
57 shall not be obligated to pay any Compensation to Broker/Salesperson. Broker/Salesperson acknowledges  
58 that Broker/Salesperson is prohibited from receiving compensation for the services to be rendered by  
59 Broker/Salesperson from any source that exceeds the amount or rate of Compensation as set forth in this  
60 Agreement.

61

62 c. If the Seller Party Compensation is less than the Compensation payable by Buyer under this Agreement, Buyer  
63 shall pay the balance of the Compensation owing to Broker/Salesperson at closing.

64

65 d. Buyer approves of any payment of Seller Party Compensation to Broker/Salesperson by a Seller Party  
66 notwithstanding that such Seller Party may represent and advocate for interests which may be counter to the  
67 interests of Buyer and Buyer consents to Broker/Salesperson receiving compensation from more than one  
68 party.

69

70 e. Buyer understands and acknowledges that payment of the Seller Party Compensation shall not be construed  
71 as creating a principal/agent relationship between any Seller Party and Broker/Salesperson.

72

73 **ADDITIONAL TERMS.**

74

75 a. If the Sole and Exclusive box is checked, above, the Compensation payable by Buyer is due and payable by  
76 Buyer if Buyer shall, during the Term of this Agreement, enter into an agreement to buy, exchange, or lease a  
77 property, regardless of whether Buyer learned of said property through the efforts of Broker/Salesperson,  
78 another broker/salesperson, the Buyer, or any other source.

79

80 b. If the Non-Exclusive box is checked above, and the Compensation payable by Buyer to Broker/Salesperson is  
81 a percentage of the purchase price or lease payments or a flat dollar amount, then the Compensation is due  
82 and payable by Buyer only if, during the Term of this Agreement, Buyer enters into an agreement to buy,  
83 exchange, or lease a property as a direct result of Broker/Salesperson's services and Broker/Salesperson  
84 represented Buyer as indicated in the purchase agreement for the Buyer's purchase of said property.  
85 Broker/Salesperson's services must have substantially contributed to Buyer entering into a binding purchase  
86 agreement and closing the transaction.

87

88 c. Regardless of whether the Sole and Exclusive or Non-Exclusive box is checked, above, any Compensation  
89 payable on an hourly basis shall be payable by Buyer when billed by Broker/Salesperson.

90

91 d. Any Compensation due and payable to Broker/Salesperson and that is a percentage of the purchase price or  
92 lease payments, or that is a flat dollar amount, shall be payable by Buyer to Broker/Salesperson at the closing.

93

94 e. If Buyer breaches any agreement to buy, exchange, or lease property, Buyer agrees to pay to  
95 Broker/Salesperson, immediately and in cash, Compensation equal to  \$ \_\_\_\_\_ or  \_\_\_\_\_ %  
96 of the purchase price or the total of lease payments over the initial term of the or lease.

97

98 f. Broker/Salesperson is authorized to provide this Agreement, and other documents as may be requested by  
99 any closing agent, to verify the Compensation and, if applicable, Seller Party Compensation, payable by Buyer  
100 to the Broker/Salesperson. No assignment of Buyer's right or opportunity to buy or lease property during the  
101 term of this Agreement shall operate to defeat Broker's/Salesperson's right to the Compensation under this  
102 Agreement.

103

104 **AUTHORIZATIONS/ACKNOWLEDGMENTS.**

105

106 a. Broker/Salesperson informs Buyer, and Buyer hereby approves, of Broker/Salesperson working with other  
107 licensed real estate agents, either employed by or affiliated with Broker/Salesperson or the brokerage firm with  
108 whom Broker/Salesperson is affiliated, to assist Broker/Salesperson in the representation of Buyer pursuant  
109 to this Agreement.

110

111 b. Buyer authorizes Broker/Salesperson to work with the individuals named below in identifying and  
112 touring/showing potential properties in which Buyer may be interested. Buyer understand and acknowledges  
113 that the authority granted herein is limited to touring/showing potential properties in which Buyer may be  
114 interested and that the named individuals are not authorized to execute any agreement to buy, exchange, or  
115 lease a property or other documents relating to submitting an offer on any property.  
116

117  
118  
119 c. Buyer acknowledges that Broker/Salesperson and any agent representing the seller of any property Buyer  
120 purchases may be required to disclose to any multiple listing service (consistent with the requirements of each  
121 such MLS), the final sales price of any property acquired by Buyer during the Term of this Agreement.  
122

123 **GENERAL NATURE OF PROPERTY.**

124  
125 Size: \_\_\_\_\_  
126 Location: \_\_\_\_\_  
127 Range of price/rent: \_\_\_\_\_  
128 Other requirements: \_\_\_\_\_  
129  
130

131  
132 **BUYER REPRESENTATIONS.** Buyer represents as follows:

- 133  
134 a. Buyer is not a party to a current, valid exclusive agreement to provide the same type of real estate services as  
135 set forth in this Agreement.  
136  
137 b. Buyer acknowledges that entering into multiple representation agreements may result in Buyer being liable to  
138 pay multiple fees to multiple agents.  
139  
140 c. If Buyer is a corporation, limited liability company, partnership or other entity, Buyer is in good standing under  
141 all applicable state laws and the execution of this Agreement and the purchase of any property by Buyer has  
142 been duly authorized or will be duly authorized prior to the execution of an agreement to buy, exchange, or  
143 lease any property.  
144

145 **MONTANA RESIDENTIAL PROPERTY TAX CHANGES ACKNOWLEDGMENT AND DISCLAIMER:** Buyer  
146 acknowledges and understands that the State of Montana has enacted changes to the rules and calculation of  
147 residential property taxes that went into effect in 2026, including a new reduced tax rate structure for qualifying  
148 principal residences and long-term rentals and higher tax rates for residential properties that do not qualify for  
149 reduced classification (such as second homes or short-term rentals). Buyer further acknowledges that (i) the amount  
150 of property tax that Buyer will ultimately pay in 2026 and beyond may differ materially from prior tax years; and (ii)  
151 whether the property qualifies for any reduced tax classification depends on Buyer's use, occupancy, enrollment,  
152 and compliance with applicable Montana statutes, Montana Department of Revenue rules, and administrative  
153 processes. Buyer is encouraged to seek independent advice from tax professionals or legal counsel regarding  
154 potential impacts of Montana property tax changes on Buyer's ownership and future tax obligations relating to any  
155 property purchased by Buyer.  
156

157 **FINCEN RESIDENTIAL REAL ESTATE REPORTING RULE – NOTICE AND ACKNOWLEDGMENT:** Buyer is  
158 advised that certain residential real estate transactions may be subject to federal reporting requirements administered  
159 by the Financial Crimes Enforcement Network ("FinCEN"). If a transaction involving Buyer is determined to be a  
160 reportable transaction, Buyer may be required to provide personal, ownership, and transactional information to the  
161 closing agent or other reporting person for purposes of complying with applicable law. Buyer acknowledges and  
162 agrees that Buyer's failure or refusal to timely provide required information may result in delays to closing or the  
163 closing agent's refusal to complete or record the transaction. Buyer further acknowledges that Broker/Salesperson  
164 does not determine whether a transaction is reportable and does not prepare or submit any FinCEN reports. Buyer  
165 acknowledges receipt of this notice and agrees to cooperate in good faith with any lawful information requests related  
166 to FinCEN reporting requirements.  
167

168 **ADDITIONAL TERMS AND CONDITIONS:**

169 \_\_\_\_\_  
170 \_\_\_\_\_  
171 \_\_\_\_\_  
172 \_\_\_\_\_  
173 \_\_\_\_\_  
174 \_\_\_\_\_

175 **EXPENSES.** Buyer shall pay Broker/Salesperson the following expenses in addition to the Compensation identified  
176 in this Agreement:

177 \_\_\_\_\_  
178 \_\_\_\_\_  
179 \_\_\_\_\_

181 **WIRE FRAUD ALERT:** Criminals have hacked email accounts of title companies, real estate agents, settlement  
182 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the  
183 criminals. The emails may look legitimate, but they are not. Buyer is advised **NOT** to wire any funds without  
184 personally speaking with the intended recipient of the wire to confirm the routing number and the account number.  
185 Buyer should **NOT** send personal information such as social security numbers, bank account numbers and credit  
186 card numbers through email.

187  
188 **GENERAL PROVISIONS.**

- 189 a. In the event either party employs an attorney to enforce the terms of this Agreement and is successful, the  
190 other party agrees to pay reasonable attorney’s fees and costs.
- 191
- 192 b. Time is of the essence as to the terms and conditions of this Agreement.
- 193
- 194 c. The Civil Rights and Fair Housing Laws of the United States and Montana prohibit housing discrimination on  
195 the basis of race, religion, sex, national origin, color, disability, familial status, marital status, age and creed.
- 196
- 197 d. Buyer acknowledges that a seller is not obligated to treat the existence, terms or conditions of an offer which  
198 may be presented by Buyer as confidential.
- 199
- 200 e. This Agreement may be executed in counterparts and, when all counterpart documents are executed, the  
201 counterparts shall constitute a single binding instrument. Moreover, a signature transmitted by fax or other  
202 electronic means will be enforceable against any party, who executes the Agreement and transmits the  
203 signature by fax or other electronic means. The parties hereto all agree that the transaction contemplated by  
204 this document may be conducted by electronic means in accordance with the Montana Uniform Electronic  
205 Transaction Act.
- 206

Buyer’s Signature	Date	Broker’s/Salesperson’s Signature	Date
Buyer’s Signature	Date	Broker’s/Salesperson’s Signature	Date

**NOTE:** Unless otherwise expressly stated the term “days” means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.