

BUYER(S) CUSTOMER SHOWING AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. This form is only for use by licensed REALTORS® in the State of North Dakota.

1 **DATE:** _____

2 This Buyer(s) Customer Showing Agreement ("Agreement") is between:

3 **BUYER(s):** _____

4 and **BROKER:** _____.

5 This Agreement starts on _____ and ends at 11:59 P.M. on _____.

6 **BUYER'S OBLIGATION:** Buyer(s) will:

- 7 a) Work exclusively with Showing Broker for Purchase of properties shown during this Agreement;
8 b) Provide Broker with accurate and relevant personal financial information to determine Buyer's ability
9 to Purchase property;
10 c) Agree to conduct all negotiations for the properties shown during this agreement with Showing Broker;

11 Seller(s) can sell their Property to other buyers during the term of this Showing Agreement.

12 Unless otherwise specified, the term "Broker," as used in this form, includes both Broker and Broker's
13 Agent(s).

14 **DISCLOSURES:** Seller(s) is required to complete the SELLER'S PROPERTY DISCLOSURE and other
15 disclosures in accordance with North Dakota Century Code 47-10-02.1.

16 **NONDISCRIMINATION:** All parties agree not to discriminate against or refuse to sell to, or discriminate in
17 the terms, conditions, or privileges of sale against, or indicate or publicize that sale is unwelcome,
18 objectionable, not acceptable, or not solicited from, any person due to that person's race, color, religion, sex,
19 national origin, age, physical or mental disability, family status, status with respect to marriage, or status
20 with respect to public assistance. All parties understand further applicable laws, rules, or ordinances may
21 include other protected classes of persons.

22 **OTHER PROFESSIONAL SERVICES:** Buyer(s) acknowledges that Broker is retained solely as a real
23 estate agent and **not** as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home
24 inspector or other professional service advisor. Buyer(s) has been advised to seek professional advice
25 concerning the condition of the property, legal, and tax matters.

26 **MULTIPLE LISTING SERVICE:** Broker is a member of a Multiple Listing Service (MLS). If the Broker
27 sells a property, the Broker may give information to the MLS concerning the Property sales price and terms
28 of sale after closing.

29 **CONSENT FOR COMMUNICATION:** Buyer(s) authorizes Broker and Broker's representatives to contact
30 Buyer(s) by mail, phone, fax, email, or other means of communication during the term of this Agreement and
31 any time thereafter.

32 **CLOSING SERVICES:** After a Purchase Agreement for property is fully executed, arrangements must be
33 made to close the transaction. Buyer(s) understands that no one can require Buyer(s) to use a particular person
34 to conduct the closing and Buyer(s) may arrange for another qualified person, including Buyer's attorney. The
35 real estate Broker, real estate Agent(s), or real estate closing agent, has not, and under applicable state law,
36 may not, express opinions regarding the legal effect of the closing documents or of the closing itself.

Buyer(s) Initials _____

37 Buyer(s) instructs Broker as follows (Check one):

- 38 ☐ Buyer(s) requests Broker arrange for closing services. Broker will give Buyer(s) written disclosure of
39 any controlled business arrangement Broker has with closing services selected.
40 ☐ Buyer(s) will arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

41 **BROKER COMPENSATION:**

42 **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

43 In consideration of the services to be performed by the Broker, the Buyer(s) agrees to pay the Broker as
44 follows (Check all that apply):

45 ☐ From Seller(s) or Seller's Broker:

46 ☐ _____ % of purchase price _____.

47 ☐ Flat Fee: \$_____.

48 ☐ Bonus: _____.

49 ☐ Other: _____.

50 ☐ From Buyer(s)/Tenant(s):

51 ☐ _____ % of purchase price _____.

52 ☐ Flat Fee: \$_____.

53 ☐ Transaction Fee: _____.

54 ☐ Other: _____.

55 ☐ Other Compensation (i.e. home protection plan):
56
57
58

59 Compensation is due upon the happening of the following events:

- 60 a) at closing of the sale;
61 b) After a Purchase Agreement has been accepted by Seller(s), Buyer(s) is legally obligated to Purchase
62 the property. If Buyer(s) refuses to close the Purchase for any reason other than the failure of Seller(s)
63 to perform or contingencies not being removed or met, Buyer(s) will pay Broker all compensation due
64 under this Agreement.
65 c) Buyer(s) understands that if Buyer(s) enters into an EXCLUSIVE RIGHT TO REPRESENT BUYER
66 AGREEMENT or BUYER(S) CUSTOMER SHOWING AGREEMENT with another Broker and
67 purchases a property shown by above listed Broker the Buyer(s) may be obligated to pay commission
68 to BOTH BROKERS.

69 **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document
70 related to this transaction constitutes valid, binding signatures.

71 **CONVENIENCE FEE:** Buyer(s) may be charged a convenience fee(s) if electronically depositing earnest
72 money and/or wiring funds.

73 **ADDITIONAL PROVISIONS:**
74
75
76
77

Buyer(s) Initials _____

78 **ACCEPTANCE:**

79 To be binding, this Agreement must be fully executed by all parties:

80						
81	Buyer Signature		Date	Buyer Signature		
82	Date					
83						
84	Buyer's Street Address			Buyer's Street Address		
85						
86	City	State	Zip Code	City	State	Zip Code
87						
88	Buyer's Phone			Buyer's Phone		
89						
90	Buyer's Email			Buyer's Email		

91				
92	Brokerage Name		Agent Printed Name	
93				
94	Brokerage Phone		Agent Signature	Date