

BUYER(S) CUSTOMER SHOWING AGREEMENT

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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 **NOTICE:** A signed written agreement is required prior to showing property.

7 **BUYER’S OBLIGATION:** Buyer(s) will:

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

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

13 Unless otherwise specified, the term “Broker,” as used in this form, includes both Broker and Broker’s
14 Agent(s).

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

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

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

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

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

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

Buyer(s) Initials _____

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

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

42 **BROKER COMPENSATION:**

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

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

- 46 From Buyer(s)/Tenant(s):
- 47 _____% of purchase price _____.
- 48 Flat Fee: \$_____.
- 49 Transaction Fee: _____.
- 50 Other (i.e. home protection plan): _____
- 51 _____.

52 Broker is authorized to negotiate and receive compensation paid by Seller(s), or Broker representing or
53 assisting Seller(s). Any compensation accepted by Broker from Seller(s), or Broker representing or assisting
54 Seller(s) **SHALL** **SHALL NOT** reduce any obligation of the Buyer(s) before paying the compensation by
55 the amount received by Seller(s) or Broker.

56 **Before Buyer(s) signs a Purchase Agreement, Broker will disclose to Buyer(s), in writing, the**
57 **amount of commission to be paid.**

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

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

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

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

72 **ADDITIONAL PROVISIONS:**

73 _____

74 _____

75 _____

76 _____

Buyer(s) Initials _____

77 **ACCEPTANCE:**

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

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

89	_____	_____
90	Brokerage Name	Agent Printed Name
91	_____	_____
92	Brokerage Phone	Agent Signature Date