

The Buyer Representation & Broker Compensation Agreement (BRBC)

Presenting and Overcoming Objections

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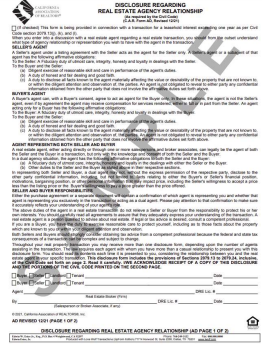

Introduction to the BRBC

- Two Options:
 - Exclusive Representation
 - Non-Exclusive Representation
- The exclusive representation option is, conceptually, like an *Exclusive Right to Sell Listing* with a Buyer
- Invitation to Role Play...you get to be the Buyer!
- Introduction Script: Presenting the Agreement to the Buyer



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Agency Disclosure (AD)

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Page 1, Paragraph 4.C.

C. CANCELLATION OF BUYER REPRESENTATION AGREEMENT:

- (1) Either Buyer or Broker may cancel this Agreement by giving written notice to the other. This Agreement shall be terminated: (i) if **paragraph 4B(1)** applies, upon receipt of the notice or days after receipt; or (ii) if **paragraph 4B(2)** applies, 30 days after receipt of the notice. Broker shall nonetheless be entitled to compensation if, during the Representation Period or any time specified in **paragraph 4E**, Buyer acquires Property for which there was Broker Involvement (see **paragraph 4B(1)**) provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement. The written list of Broker Involvement properties shall be delivered to Buyer within 5 calendar days after the effective date of the cancellation. Before, during and after the 5-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.
- (2) (if checked AND only if **paragraph 4B(2)** applies) Neither party shall have the right to cancel this Agreement prior to expiration, except by mutual agreement.



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Page 1, Paragraph 4.D.

D. ACCOUNTING FOR PAYMENTS TO BROKER BY OTHERS:

- (1) If anyone other than Buyer compensates Broker for services covered by this Agreement, that amount shall be credited toward Buyer's obligation to pay compensation.
- (2) If third-party payments received exceed Buyer's obligation, the excess amount shall be paid to Broker, or credited to Buyer, or other.
- (3) **AUTHORIZATION TO INCLUDE COMMISSION IN OFFER:** Buyer authorizes (does not authorize) Broker to include a term in Buyer's offer obligating Seller to pay Broker directly or through escrow, for any compensation that Buyer owes Broker.



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Page 1, Paragraph 4.E.

- E. ADDITIONAL BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to the compensation provided for in **paragraph 4A** if, within _____ calendar days after expiration of the Representation Period or any extension thereof or, if there is a cancellation, after the effective date of the cancellation in **paragraph 4C**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement provided, prior to expiration of this Agreement or any extension thereof or, if there is a cancellation, within the time specified in **paragraph 4C**, Broker delivers Buyer a written notice of those properties which there was Broker Involvement.



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