CALIFORNIA ASSOCIATION OF REALTORS®

PROPERTY SHOWING AND REPRESENTATION AGREEMENT

(Intended for use with a limited number of properties only. Non-exclusive only.)

(C.A.R. Form PSRA, Revised 12/25)

Date Prepared: ____________

1. **PARTIES TO THE AGREEMENT AND PROPERTIES:** ______________________________ ("Buyer") grants ______________________________ ("Broker"), the right to represent Buyer regarding the following properties only ("Property"):
   - ______________________________ (property address)
   - ______________________________ (property address)
   - ______________________________ (property address)

   ☐ See attached List of Properties
2. **SHOW OR TOUR PROPERTY:** Broker agrees, virtually or in-person, to show or give a tour of the Property(ies) identified above to Buyer.
3. **RIGHT TO REPRESENT:** Buyer grants Broker the non-exclusive right to represent Buyer in acquiring the Property(ies) identified above on the following terms and conditions.
4. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 2 pages. Buyer is advised to read both pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions
A		**Representation Period**	Beginning: ___________ (date); Ending at 11:59 P.M. on ___________ (date) (Not to exceed 30 days) OR upon completion of a resulting transaction, whichever occurs first.
B		**Broker Compensation: 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.**	
B(1)	5	**Amount of Compensation**	_____ % of the acquisition price AND, if any, ☐ $ ___________. OR ☐ $ ___________. OR ☐ see attached Broker-created compensation schedule
B(2)	5G	**Payments received by Broker from Seller**	If Broker receives compensation from Seller, or others, pursuant to a term of Buyer's offer to purchase, or otherwise, the amount shall be credited against Buyer's obligation to pay Broker. Broker shall not receive any amount in excess of **paragraph 4B(1)**.
B(3)	5C	**Continued Right to Payment for Broker Involved Properties**	The Continuation Period shall be _____ calendar days after the Representation Period or any extension ("Continuation Period").
B(4)		☐ **Broker is paying a referral fee related to the representation of Buyer.** See attached C.A.R. Form RAD.	
C	6	**Cancellation Rights and Notice**	Effective upon receipt OR ☐ _____ days after receipt.
D		**Other Terms**	______________________________ ______________________________ ______________________________

5. **COMPENSATION TO BROKER:**
   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.
   A. **ADVISORY:** Real estate commissions include all compensation and fees to Broker and are fully negotiable.
   B. **BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to compensation specified in **paragraph 4B(1)** from Buyer if during the Representation Period, or any extension, Buyer is shown the Property by Broker and Buyer enters into an agreement to purchase, lease, or otherwise acquire the Property, and the seller thereafter completes the transaction or is prevented from doing so by default of Buyer.
      (1) **NON-EXCLUSIVE REPRESENTATION; BROKER INVOLVEMENT:** Compensation is payable only if there was Broker Involvement with the Property.
      (2) **BROKER INVOLVEMENT,** wherever used in this Agreement means any of the following: ● Buyer physically entered and was shown the Property by Broker; ● Broker showed the Property to Buyer virtually; ● Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; ● Broker performed a market analysis related to the Property or reviewed property specific documents or disclosures with Buyer; or ● The Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Buyer, specifically, or assisting Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Buyer's potential acquisition of the Property.
   C. **CONTINUATION OF RIGHT TO COMPENSATION FOR BROKER INVOLVED PROPERTIES:**
      (1) Broker shall be entitled to the compensation provided for in **paragraph 4B(1)** if, during the Continuation Period specified in **paragraph 4B(3)**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement. The timing of such payment is subject to the terms of **paragraph 5D**.
      (2) Broker's right to compensation pursuant to this paragraph shall only apply if, prior to expiration of this Agreement or any extension, Broker delivers Buyer a written notice of those properties for which there was Broker Involvement (C.A.R. Form NBIP).

Buyer's Initials _______/_______ Broker's Initials _______/_______

D. TIMING OF COMPENSATION: Compensation is payable:

(1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from this Agreement closes during or after the Representation Period.

(2) If acquisition is prevented by default of Buyer, upon Buyer's default.

(3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 4B(1)**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

E. PAYMENT THROUGH ESCROW: Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Buyer's funds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding Property involving Buyer and a seller or other transferor.

F. ACCOUNTING FOR PAYMENTS TO BROKER IF BROKER ALSO REPRESENTS SELLER: If Broker has a signed listing agreement with the seller of the Property to be purchased, Buyer shall not receive a credit for the compensation seller owes broker for representing Seller.

G. PAYMENTS RECEIVED FROM OTHERS LESS THAN BUYER COMPENSATION OBLIGATION:

(1) If Buyer owes Broker compensation, after first deducting payments, if any, due to Broker from others, Broker and Buyer should discuss the potential benefits and detriments of including a term in any offer Buyer makes obligating the seller to pay Broker, directly or through escrow, for some or all of any remaining compensation that Buyer owes Broker.

(2) If seller contractually agrees with Buyer to pay all or part of Broker's compensation, and seller does not pay as contractually required, Buyer assigns to Broker, as a third-party beneficiary, any rights Buyer has to pursue the seller for such compensation.

6. CANCELLATION OF REPRESENTATION AGREEMENT:

A. Either Buyer or Broker may cancel this Agreement by giving written notice to the other within the time specified in **paragraph 4C**.

B. Broker shall still be entitled to compensation if, during the Representation Period or the Continuation Period specified in **paragraph 4B(3)**, Buyer enters into contract to acquire Property for which there was Broker Involvement provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement (C.A.R. Form NBIP). The written list of Broker Involvement properties shall be delivered to Buyer within **5 calendar days** after the effective date of the cancellation. The timing of such payment is subject to the terms of **paragraph 5D**.

C. Before, during and after the 5-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.

7. AGENCY RELATIONSHIPS:

A. DISCLOSURE: Buyer acknowledges receipt of the [X] "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).

B. POSSIBLE DUAL AGENCY WITH SELLER: Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or both Buyer and Seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges and consents to Broker, including agents in Broker's firm, representing other Buyers for the Property.

8. BROKER AUTHORIZATIONS AND OBLIGATIONS: Broker is authorized to diligently represent Buyer in any resulting transaction for the Property entered into during the Representation Period. If the Property contains residential property with one to four dwelling units, Broker will perform a reasonably competent and diligent visual inspection of the accessible areas of the Property.

9. BUYER OBLIGATIONS: Buyer will act timely and in good faith to communicate and cooperate with Broker regarding any material issues or factors in any resulting transaction during the Representation Period. If requested, Buyer shall provide relevant personal and financial information.

BUYERS ATTENDING AN OPEN HOUSE WITHOUT REPRESENTATION:

(1) You are not required to sign a representation agreement to see this Property at an open house.

(2) If you do not want the agent holding the open house to represent you, then you should not sign this form, and you should read and understand an open house non-agency disclosure (C.A.R Form OHNA-SI).

ALL BUYERS:

(1) If you have already signed a representation agreement with another broker, you should inform Broker of the name of that other broker and provide a copy of that agreement to Broker or request Broker to obtain a copy from the other broker.

(2) If you have already signed a representation agreement with another broker, and you sign this form, you may be obligated to pay two different brokers if you purchase this Property.

Broker/Agent Initials _______/_______ Buyer's Initials _______/_______

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

BUYER SIGNATURE(S):

Buyer ______________________________ Date ______________

Buyer ______________________________ Date ______________

BROKER SIGNATURE(S):

Real Estate Broker (Firm) ______________________________ DRE Lic# ______________

Address ______________________ City ______________________ State ____ Zip ______________

By ______________________________ Date ______________

Tel. ______________ E-mail ______________________________ DRE Lic# ______________

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