

# 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 **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		