



# PCRS Property Pre-Touring Agreement

(Buyer Broker Agreement)

**Trainer: C.B.Williams**

## WHAT IT IS...

1) It is eight (8) items regarding contractual employment.

2) It is a Disclosure to the Buyer(s)

3) It is an AGREEMENT with the Buyer

\*You and Buyer Agree to work together for a defined period of time,  
for a defined fee with a GUARANTEE of payment.

## FEATURES

\* It is PLAIN, SIMPLE & EASY

\* It is a 'FAIR DEAL' (WIN / WIN)

\* It is a QUALIFYING TOOL (W-A-R)

\* It is a CLOSING TOOL

**\*THE BEST BBA OPTION!!**

# WHO it works for...



## TYPES of BUYERS:

- 1) **Cash Buyer**
- 2) **Mortgage Buyer (Conv)**
- 3) **FHA Buyer**
- 4) **VA Buyer**
- 5) **First Time**
- 6) **Investor**
- 7) **Single Property**
- 8) **New Construction**
- 9) **REO (Foreclosure / Bank Owned)**
- 10) **Can't pay**
- 11) **Won't pay**
- 12) **Lease (time) issue**
- 13) **Out of State**

# 3 ISSUES to NEGOTIATE & CUSTOMIZE...

¶ 2<sub>(NEGOTIATE)</sub>

¶ 3<sub>(CUSTOMIZE)</sub>

¶ 8<sub>(NEGOTIATE)</sub>



## PCRS Property Pre-Touring Agreement

1. I am a real estate licensee with PEOPLE'S CHOICE REALTY SERVICES, LLC brokerage ("Broker").

2. Consumer(s) \_\_\_\_\_, \_\_\_\_\_ (collectively "Consumer") will use Broker's services to view properties the parties mutually agree upon for \_\_\_\_\_ days from the date the last party signs this agreement.

3. **PROPERTY:** Consumer is interested in acquiring real property as follows or as otherwise acceptable to Consumer ("Property"):

(a) Type of property: Residential

(b) Location(counties): \_\_\_\_\_

4. **BROKERAGE RELATIONSHIP:** Broker will act as a transaction broker. Broker will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with Buyer unless waived in writing.

5. A seller or listing broker may agree to pay some or all of the below compensation. If a seller or listing broker agrees to pay Broker for services Broker performs for you, Broker will reduce the amount you owe accordingly.

6. If you choose a property already listed by Broker, seller may pay Broker for services Broker performs for seller, and you will not be responsible for this compensation.

7. Broker's compensation from any source will not exceed the amount of compensation in this written agreement.

8. Broker compensation:

(a) Brokerage commissions are not set by law and are fully negotiable.

(b) You do not owe Broker any compensation at this time.

(c) If you wish to work with Broker to purchase any property Broker shows you, Broker's compensation for services Broker provides to you will be as follows (check as applicable) upon closing, unless amended by the parties in writing:

(d) ☐ \$ \_\_\_\_\_ (flat fee) due at closing.

(e) ☐ \_\_\_\_\_ % of the gross purchase price plus \$ \_\_\_\_\_ due at closing.

(f) ☐ other: \_\_\_\_\_

Consumer: \_\_\_\_\_

Date: \_\_\_\_\_

Consumer: \_\_\_\_\_

Date: \_\_\_\_\_

Brokerage Authorized Associate/Broker: \_\_\_\_\_

Date: \_\_\_\_\_

**1. Agent is a real estate licensee with PEOPLE'S CHOICE REALTY SERVICES, LLC (Broker)**

**(Disclosure) \*States the Brokerage name as a party to the agreement.**  
**\*Agent name comes later as the 'Authorized Associate'.**

2. **Consumer(s)** \_\_\_\_\_, \_\_\_\_\_ **(collectively “Consumer”)** will use Broker’s services to view properties the parties mutually agree upon for \_\_\_\_\_ days from the date the last party signs this agreement.

**(Disclosure)** \*ALL Buyer names must be listed if they are going on the DEED.

**(FACTS)** \* This is NOT an ‘Exclusive’ agreement.

a) They can work with other agents while working with you (Showing Agmt)

\* **Selling Point!...** Your deal is better than others

\* **Benefit...**Can get you a longer term of days

\* **Benefit...**Forces you to be better at your job

b) Why should they be restricted to only working with you?

\* **Make a list of reasons they should....**

\* **Benefit...**They can just stop working with you anyway

c) Creates a stronger trust & relationship

d) Much more competitive & attractive to Buyers

2. Consumer(s) \_\_\_\_\_, \_\_\_\_\_ (collectively “Consumer”) will use Broker’s services to view properties the parties mutually agree upon **for \_\_\_\_\_ days** from the date the last party signs this agreement.

**(Disclosure)** \*An exact number of ‘days’ must be entered; NO STANDARD / SET # of days

### **HOW ARE THE DAYS DETERMINED?**

- \*Determine Buyer’s Time frame
- \*Look at the amount & rate of inventory for the area (sub-division; zip code)
- \*Add additional time for ‘agent fee protection’ (option).
- \*This gives flexibility to the different types of Buyers.



**3. PROPERTY:** Consumer is interested in acquiring real property as follows or as other wise acceptable to Consumer

(“Property”):

(a) Type of property: **RESIDENTIAL**

(b) Location (counties):\_\_\_\_\_

**(Disclosure) \* The property type is cited as only ‘RESIDENTIAL’.**

**\* ALL the counties in which they are interested in buying and looking, must be cited to protect you.**



**4. BROKERAGE RELATIONSHIP:** **Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with **Buyer** unless waived in writing.

(Disclosure) \* Legally Defines the Transaction Broker Relationship

(Benefit) \* Establishes & Clarifies their 'EXPECTATIONS'

(Benefit) \* Satisfies legal disclosure requirements

(Definition) \* 'Limited Confidentiality' means Legal & Client limitations.

(TIP) \* Get VERY familiar with these promises!

5. A seller or listing broker **may** agree to pay some or all of the below compensation.  
If a seller or listing broker agrees to pay Broker for services Broker performs for you, Broker will reduce the amount you owe accordingly.

(Disclosure) \* Seller (**MAY**) contribute to Buyer Agent fee.

(Disclosure) \* (**Not Required**)...Do NOT rely upon contributions from the seller.

(Disclosure) \* Any seller contribution will reduce Buyer's amount owed.

6. If you choose a property already listed by Broker, seller may pay Broker for services Broker performs for seller and you will not be responsible for this compensation.

**(Disclosure) \*Introduces the option of a ‘Solo Agent’ transaction with Broker compensation but no additional cost to Buyer.**

**(TIP) \* Study the Transaction Broker Notice disclosure!**

**(Disclosure) \*Agent is entitled to receive compensation from a seller for services rendered as the listing agent.**

**7. Broker's compensation, from any source, will NOT exceed the amount of compensation in this written agreement.**

**(Disclosure) \*Agent CANNOT receive any additional fee for Buyer services provided, in excess of the amount stated below. (§ 8)**

**(Benefit) \*Buyer has an agent fee 'Guarantee'.**

## 8. Broker compensation:

- (a) Brokerage commissions are not set by law and are fully negotiable.**
- (b) You do NOT owe Broker compensation **at this time**.**
- (c) If you wish to work with Broker to purchase any property Broker shows you, Broker's compensation for services Broker provides to you will be as follows (check as applicable) upon closing, unless amended by the parties in writing:**
  - (d) \_\_\_ \$\_\_\_\_\_ (flat fee) due at closing**
  - (e) \_\_\_ \_\_\_\_\_% of the gross purchase price plus \$\_\_\_\_\_ due at closing.**
  - (f) \_\_\_ other:\_\_\_\_\_**

**(Disclosure) \* (a) Buyer has fee negotiation options.**

**(Disclosure) \* (b) Buyer only pays at closing.**

**(Disclosure) \* (c) Buyer is responsible for paying your fee, not the seller.**

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(f) ☐ other: \_\_\_\_\_

Consumer: \_\_\_\_\_  
Date: \_\_\_\_\_

Consumer: \_\_\_\_\_  
Date: \_\_\_\_\_

Brokerage Authorized Associate/Broker: \_\_\_\_\_  
Date: \_\_\_\_\_

Modification to PCRS Property Pre-Touring Agreement



\_\_\_\_\_, \_\_\_\_\_ ("Consumer")  
and PEOPLE'S CHOICE REALTY SERVICES, LLC brokerage ("Broker")

agree to amend PCRS Property Pre-Touring Agreement beginning on date \_\_\_\_\_.

(Check as applicable)

☐ The Termination Date will be \_\_\_\_\_.

☐ Location (counties): \_\_\_\_\_

☐ Compensation to Broker will be:

(a) \$ \_\_\_\_\_ (flat fee) due at closing

(b) \_\_\_\_\_% of the gross purchase price plus \$ \_\_\_\_\_ due at closing.

(c) Other: \_\_\_\_\_

**Brokerage commissions are not set by law and are fully negotiable. Broker may not receive compensation from any source that exceeds the amount or rate agreed to with Consumer.**

☐ Broker and Consumer hereby agree to unconditionally terminate the Agreement. Broker and Consumer mutually release each other from all obligations under the Agreement and release each other from any and all claims and actions arising from or related to the Agreement.

☐ Broker and Consumer hereby agree to conditionally terminate the Agreement. If Consumer contracts to acquire any property which was toured, physically or virtually, by Consumer with Broker or any other person prior to termination, compensation is owed. Broker and Consumer release each other from any and all future claims and actions arising from or related to the Agreement.

☐ Other: \_\_\_\_\_

\_\_\_\_\_  
This Modification to PCRS Property Pre-Touring Agreement amends the above referenced Agreement between Consumer and Broker. All other non-conflicting provisions of that Agreement remain in full force and effect.

Consumer: \_\_\_\_\_

Date: \_\_\_\_\_

Consumer: \_\_\_\_\_

Date: \_\_\_\_\_

Broker or Authorized Associate: \_\_\_\_\_

Date: \_\_\_\_\_



# SUMMARY

- 1) It Commits the Buyer to work with you for a defined period of time.**
- 2) It protects a 'geographic area' for home searches & purchase.**
- 3) It satisfies the Transaction Broker Disclosure requirement.**
- 4) It discloses that you can operate & be paid as a 'SOLO' agent.**
- 5) It confirms the amount the Buyer is 'responsible' for paying you.**
- 6) It confirms you cannot receive more than stated in the agreement.**