

Exclusive Buyer Brokerage Agreement

Attached is the Exclusive Buyer Brokerage Agreement. As of August 17th, 2024, this document is required to be signed for a buyer's agent to show you homes and represent you in a real estate transaction. This agreement outlines our mutual responsibilities and ensures that you receive dedicated and professional service throughout your home-buying journey. Please review the document, and let me know if you have any questions or if you're ready to proceed.

As your buyer's agent, I will...

...negotiate for you

I'll secure the best price and terms, saving you money and stress.

...guide you through the market

With deep knowledge of local trends, I'll identify the right opportunities and neighborhoods for you.

...scout off-market properties

I'll scout off-market properties, giving you a competitive edge in finding your dream home.

...make it a seamless process

I'll handle every detail, from scheduling to paperwork, ensuring a smooth, hassle-free experience.



OKLAHOMA REAL ESTATE COMMISSION

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

BUYER BROKER SERVICE AGREEMENT

1. Purpose of Brokerage. Buyer desires to purchase, lease, option, or exchange (collectively "Purchase") real estate through the services and resources of the Broker. Broker's services may include, but not be limited to, consulting with Buyer regarding properties and the availability of financing; formulating acquisition and purchase agreements, assisting in the communication and negotiation of contracts, and receiving delivery of any offers made by Buyer and accepted by Seller.

If this form is used as part of a lease or rental transaction, the term "Seller" shall mean "Landlord", the term "Buyer" shall mean "Tenant", the term "gross selling price" shall mean "total lease price" and the term "Purchase Agreement" shall mean "Lease Agreement".

2. Entering Agreement. Broker and Buyer both acknowledge that a written Agreement must be signed and entered into before Broker may begin showing properties to Buyer.

3. Buyer Representation. Buyer has **not** signed a written Brokerage Agreement currently in force with another Broker.

4. Buyer Affidavit. Buyer acknowledges that Oklahoma law requires Buyer to sign an Affidavit before closing on a property attesting that Buyer is either a United States Citizen, Native American, or a Non-Citizen / Alien who is or shall become a bona fide resident of Oklahoma in compliance with 60 O.S. § 121.

5. Duration of Agreement. This Agreement is entered into this _____ This Agreement shall expire on the _____ (60 days if left blank). Buyer agrees during the term of this Agreement, any and all inquiries and/or negotiations relating to the acquisition by the Buyer of any desired property shall be through the undersigned Broker.

6. Termination of Agreement. This Agreement may be canceled by either Party by providing at least three (3) business days' notice in writing unless Buyer is under contract to purchase the Property. Buyer's Termination of Agreement does not relieve Buyer of the obligation to compensate Broker for purchase agreements executed within _____ days (60 if left blank) after Termination, if the property acquired was presented to Buyer through brokerage services of Broker.

7. Compensation of Broker. Buyer acknowledges the Compensation in this Agreement is fully negotiable and not set by law. The compensation section of this Agreement must be completed before it can be signed by the Buyer. This Agreement is not enforceable if this section is left blank.

The Compensation for Buyer's Broker (the "Compensation") shall be: (check only those that apply)

a. Buyer shall pay the Broker, at closing, an amount equal to \$ _____ or _____ % of the final gross selling/lease price. Buyer shall receive a credit towards the payment of the Compensation in an amount equal to any payment made to the Broker by any other Broker or the Seller.

b. Buyer shall pay Broker a retainer fee of \$ _____ (\$0 if left blank) due and payable upon execution of this Agreement, which amount shall be applied towards the Compensation upon closing on a transaction in which Buyer acquires Property. In all other circumstances, the payment shall be considered as a non-refundable retainer fee earned by the Broker.

c. Other: _____

Unless otherwise specified above, the Compensation is due and payable upon Closing. The Compensation shall apply to any purchase agreements executed during the term of this Agreement or any extension of this Agreement. The Compensation also applies to purchase agreements executed within _____ days (60 if left blank) after the expiration or termination of this Agreement, if the property acquired was presented to Buyer through brokerage services of the Broker.

Buyer's Initials Buyer's Initials

8. Failure to Close. If Seller fails to close with no fault on the part of Buyer, the Compensation shall be waived. If the transaction does not close due to a breach of Contract of Sale by the Buyer, the Compensation shall NOT be waived and shall become immediately due and payable.

9. Compensation to Broker by Seller. The Listing Broker or Seller is not required to make an offer of compensation to Buyer's Broker.

a. Seller's Offer Equal to Compensation. If the amount of compensation offered by the Seller is equal to the Compensation listed in Paragraph 7, the Buyer shall not be obligated to separately pay the Compensation listed in Paragraph 7.

b. Seller's Offer Greater than Compensation. Compensation to Buyer's Broker must not exceed the compensation agreed to between Buyer and Broker in Paragraph 7 of this Agreement. If Seller's Offer is greater than the Compensation listed in Paragraph 7, Buyer shall not be obligated to separately pay the Compensation listed in Paragraph 7. The amount of compensation offered by Listing Broker or Seller that is greater than the Compensation listed in Paragraph 7 may be addressed by further written agreement and may include one of the following:

- i. Credit to Buyer (to the extent allowed by Buyer's lender and applicable State and Federal Law) and any non-allowed amount is credited back to the Seller; or
- ii. Credit to the Seller; or
- iii. Another option negotiated and agreed to in writing by the parties.

Any option selected must be agreed to in writing by the parties.

c. Seller's Offer Less than Compensation. If Seller's Offer is less than the Compensation listed in Paragraph 7 the Buyer shall pay the remaining balance of the Compensation listed in Paragraph 7, unless otherwise agreed to in writing by the parties.

10. Cost of Services or Products Obtained from Outside Sources. Broker will not obtain or order products or services from outside sources (e.g., surveys, soil tests, title reports, inspections) without the prior consent of Buyer, unless provided by the Contract of Sale, Lease, Option or Exchange of Real Estate. Buyer agrees to pay all costs for products or services so obtained. Broker shall not be obligated to advance funds for Buyer.

11. Other Buyers. Buyer understands that other buyers may consider, make offers, or purchase through Broker the same or similar properties as Buyer is seeking to acquire. Within the same company, the Broker and their associated licensees (including the licensee assisting you), often provide brokerage services to more than one buyer at the same time.

12. Equal Opportunity. Properties shall be shown and be made available to Buyer without regard to age, race, color, religion, sex, handicap, familial status, national origin or as may be provided by local, state, or federal laws or regulations.

13. Counterparts. If more than one person is named as Buyer herein, separate conforming Agreements may be executed by each Buyer individually, and when so executed, the copies taken together shall be deemed to be a full and complete agreement between the Parties.

14. Copy of Agreement. Buyer acknowledges receipt of a copy of this Agreement and a copy of the Disclosure to Buyer of Brokerage Duties, Responsibilities, and Services. Broker has offered and made available to Buyer a copy of the Oklahoma Contract Guide available at www.orec.ok.gov

Buyer's Initials Buyer's Initials

15. Additional Provisions.

Executed by Buyer this _____.

Buyer Name (Print)

Buyer's Signature

Buyer's Email Address

Buyer's Physical Address

Buyer's Telephone (Cell)

Buyer's Telephone (Work)

Buyer Name (Print)

Buyer's Signature

Buyer's Email Address

Buyer's Physical Address

Buyer's Telephone (Cell)

Buyer's Telephone (Work)

Executed by Broker this _____.

Buyer Broker / Associate Signature

Cindy Morrison dotloop verified
07/24/24 3:05 PM CDT
ALTH-OYYQ-PRTS-MDVL

Buyer Broker / Associate Name

Cindy Morrison

Buyer Broker License Number

178376

Buyer Broker / Associate Cellphone

918.760.5751

Buyer Broker / Associate Email Address

cmorrison@cctulsa.com

Brokerage Name

Chinowth & Cohen

Name of Managing Broker

Rose Ford

Brokerage License Number

179817

Managing Broker Office Telephone

Rose Ford

Brokerage Office Address

3912 E 91st, Tulsa, Oklahoma 74137

Managing Broker Email Address

918.392.0900 | rford@cclitemail.com

Buyer's Initials

Buyer's Initials

OKLAHOMA REAL ESTATE COMMISSION DISCLOSURE TO BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement
 Exchange Agreement
 Contract of Sale of Real Estate
 Option Agreement
 Other _____

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
 - 1. receive all written offer and counteroffers;
 - 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____

Buyer's Printed Name _____ Buyer's Signature

Buyer's Printed Name _____ Buyer's Signature

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney

COOPERATIVE COMPENSATION SUPPLEMENT

This Cooperative Compensation Supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

1. The undersigned parties hereby agree that Seller shall compensate the cooperative Licensed Real Estate Brokerage ("Buyer's Broker") for professional services in the amount of \$ _____ or _____% of the final gross sales price.
2. Compensation shall be included in the final sales price of the property described above.
3. Compensation is due and payable upon the successful closing of the sale. Seller and Buyer authorize payment to Buyer's Broker at closing in accordance with this Supplement.
4. This Supplement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors, and assigns. Any assignment of the sales contract shall include the terms of this Cooperative Compensation Supplement and shall be binding on the assignee.
5. The undersigned parties acknowledge that they have read, understand, and agree to the terms of this Cooperative Compensation Supplement.

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Buyer's Signature _____ Date _____

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Buyer's Signature _____ Date _____

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Seller's Signature _____ Date _____

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Seller's Signature _____ Date _____

Brokerage Company Name

Brokerage Company Name

BUYER BROKER SERVICE AGREEMENT FAQ'S – July 2024

ENFORCEMENT AND COMPLIANCE

Q: Who will enforce the requirement of having a written agreement before touring a home?

A: MLS will be enforcing the requirement of having a written agreement. If a dispute arises out of the agreement, please seek guidance from your Managing Broker.

Q: What are the consequences if a REALTOR® fails to use the Buyer Broker Service Agreement?

A: MLS is solely responsible for enforcing the requirement of entering into a written agreement with a Buyer prior to touring a residential home for REALTOR® members/MLS participants. If you fail to execute a written agreement with a Buyer prior to touring a home, you may be subject to disciplinary action by the MLS. OREC is not responsible for enforcing any of these practice changes and failure to comply will NOT result in any OREC disciplinary action.

Q: What happens if a Buyer has signed several BBA's with different agents?

A: OREC's form addresses this issue in paragraph 3, by requiring a Buyer to expressly state they are not under a current buyer broker agreement with a different agent. Disputes related to compensation, procuring cause, etc. will continue to be handled in the same manner they are now.

Q: Are non-Residential Brokers required to use the Buyer Broker Service Agreement?

A: No. The Agreement only applies to residential transactions. Accordingly, a written agreement is not required prior to touring a non-residential property.

MLS AND NAR REQUIREMENTS

Q: What are the requirements for MLS participants and NAR members regarding the new agreement?

A: See www.nar.REALTOR®/the-facts for more information as well as your local MLS.

Q: How will the MLS regulate the use of the new BBSA?

A: The MLS will likely regulate this in the same way they regulate violations of their rules today. We recommend attending training with the MLS and watch for guidance from their team as the implementation approaches. OREC is not responsible for enforcing the practice changes agreed to by NAR, MLS, or brokerages.

Q: If sending listings via the MLS to a Buyer, would that require a BBA?

A: No.

Q: How will you enter information into the MLS regarding compensation?

A: You won't. The settlement expressly prohibits offers of compensation on the MLS.

FORM USAGE AND REQUIREMENTS

Q: When and how should the BBA be used?

A: Buyer Broker Service Agreements should be used prior to providing Brokerage services to a Buyer. For REALTORS® and MLS Participants, a “written agreement” is required prior to touring a home with a buyer. For licensees who are not REALTOR® members or MLS participants, you are not required to use a Buyer Broker Service Agreement or written agreement.

Q: Can Brokers use their own forms instead of the provided BBA?

A: Yes. We recommend having your counsel draft any agreement you utilize in your transactions to ensure compliance with all relevant laws and regulations you are subject to.

Q: If the Buyer doesn't submit an offer, do we still submit the Buyer Broker Service Agreement to compliance since we did show them a house?

A: This is a question for your Broker and/or the MLS. Best practice would be to retain all documents signed by clients.

Q: If the commission is being negotiated, is that done on the normal counter offer forms?

A: Commission may be negotiated in many ways. We recommend you use the cooperative compensation supplement form available on our website.

Q: Should active listing or Buyer agreements—meaning there is no accepted offer—entered into before the MLS policy changes go into effect on August 17, 2024 be amended to include a conspicuous disclosure that compensation is not set by law and is fully negotiable? (Reference NAR FAQ #52)

A: MLS Participants must make this disclosure. Active agreements can either be amended or a separate disclosure can be provided to satisfy the requirement.

Q: Do we have to redo any current listing or buyer broker agreements we have that are still in effect (ie the property is not under contract)

A: According to NAR (FAQ #52), “Should active listing or buyer agreements—meaning there is no accepted offer—entered into before the MLS policy changes go into effect on August 17, 2024 be amended to include a conspicuous disclosure that compensation is not set by law and is fully negotiable?”

Q: Do we submit this agreement to listing Brokers along with the purchase contract so that the compensation is transparent for all parties?

A: The listing agent is not a party to the agreement you have with your Buyer. Consult with your broker on best practices. In the event you choose to provide such agreement to any third party, we recommend having your Buyer give you permission to do so in writing.

Q: Will the counter offer forms be updated to include changes to this supplement or will it be included in the finance section or contract section?

A: Yes. OREC contract forms committee is working through the library of contracts and forms we provide to update all relevant documents. We will release the updated forms as they are completed.

Q: If there are 2 or more Buyers, can they sign the same Buyer Broker Service Agreement?

A: They can sign the same Buyer Broker Service Agreement or they can sign separate agreement that you combine into one pursuant to paragraph 13 “counterparts”.

Q: Are non-REALTOR®s required to use the Buyer Broker Service Agreement?

A: No. This Buyer Broker Service Agreement is free and optional resource for any licensed real estate professional to use. Non-REALTOR®s and Non-MLS participants are not bound to NAR settlement changes, and therefore, are not bound the new requirement of having a written agreement signed with a Buyer before touring a home. The NAR settlement changes are only applicable to Relators and MLS participants.

Q: Will this be a standard form used across the state?

A: OREC is providing this free and optional form as a standard form that can be used across the state by any real estate licensee. However, licensees are free to use their own forms. MLS is responsible for enforcing this topic.

Q: After the Buyer Broker Service Agreement is terminated or expires, are the Buyer’s Agents required to provide Buyers with a list of all properties that they have shown a Buyer?

A: No. While other states may require Buyer’s Agents to provide buyers with a list of all properties shown to retain the protections listed in paragraph 6 of the Buyer Broker Service Agreement, this is not a requirement. However, Buyer’s Agents may want to keep a record of this information if there are questions after the Buyer Broker Agreement is terminated.

COMPENSATION AND PAYMENT

Q: Will OREC be providing standard clauses to request the Buyer's compensation paid by the Seller or will that be a responsibility of the Broker to seek their own council.

A: OREC published a Cooperative Compensation Supplement to help you negotiate compensation for Buyer's Broker.

Q: After the Buyer Broker Service Agreement is terminated or expires, are Buyers required to pay the agreed-upon compensation if they later purchase a property?

A: Buyers are required to pay the agreed-upon compensation after the BBSA is terminated or expires if the Buyer purchases a home that was previously presented to them by the Buyer's Broker and the purchase agreement was executed within the period identified in paragraph 6 of the form.

Q: Can Sellers still pay a fee to the Buyer's agent?

A: Yes. Sellers can offer compensation to Seller's Broker and Buyer's Broker.

Q: If your office requires a transaction fee or other fees to be paid at close, do these now have to be listed within this form?

A: Yes. All compensation a Buyer's Broker is receiving must be included in the Buyer Broker Service Agreement. As part of the NAR Settlement Agreement, Buyer Brokers must disclose the total amount of compensation they will receive.

Q: Where can commission be offered/marketted?

A: Available marketing options include Yard signs; Property websites; Social Media; Flyers in the property; Personal website; and Emails or MailChimp. However, we recommend talking to your MLS regarding where commission can be offered and marketted. The Settlement Agreement prohibits offers of compensation from being advertised on the MLS, but it does not include additional prohibitions related to such advertising.

Q: How is the payment to a Buyer's agent going to change? Is it possible the Buyer will be paying the Buyer's agent, or is it still going to come from the Seller?

A: If you are using the Buyer Broker Service Agreement provided by OREC, a Buyer will pay a Buyers' agent. However, the form also provides for compensation to a Buyer's agent from a Seller or Listing Agent. Refer to sections 7 and 9 of the form Agreement which outlines the compensation offered to a Broker from the Buyer and/or Seller.

Q: How do we let other agents know what commission our Sellers are willing to pay?

A: The Settlement Agreement only prohibits offers of compensation from being placed on the MLS. You are free to provide this information as your Brokerage sees fit. For example, you can provide this information in emails, over the phone, on your website, etc.

Q: How do we identify the percentage of compensation to be paid to the Buyer's Broker?

A: The percentage of compensation is determined by the Buyer. You should be communicating to Buyers that Sellers and Listing Agents are not required to offer anything (as stated in the BBSA, paragraph 9).

Q: Why is a Buyer's agent not permitted to accept the compensation that the Seller is offering if Paragraph 9 Section B(iii) permits the parties to negotiate a separate written agreement?

A: The settlement agreement expressly states that you are prohibited from providing compensation in the agreement that is not specific, ascertainable, and contained within the document. In other words, you need to have a set number and not a range or non-specific number.

Q: How to handle situations where the Seller offers less compensation than what is agreed upon in the BBSA?

A: This is outlined in Paragraph 9 of the Buyer Broker Service Agreement. For further guidance, please consult with your broker.

Q: Are Buyers responsible for paying the Buyers' agent?

A: Yes. Buyers are responsible for paying Buyer's Broker/Agent. Sellers and Listing Agents are not required to make an offer of compensation. However, if Seller is willing to pay the Buyer's Broker/Agent, they are permitted to do so.

Q: Will there be a way to notify other agents to know if there is any compensation offered to a Buyer Broker? Or will we be fielding a ton of inquiries about if there is compensation or not.

A: Available marketing options include Yard signs; Property websites; Social Media; Flyers in the property; Personal website; and Emails or MailChimp. However, we recommend talking to your MLS regarding where commission can be offered and marketed. The Settlement Agreement prohibits offers of compensation from being advertised on the MLS, but it does not include additional prohibitions related to such advertising.

Q: Is it okay to mention to the Buyer that typically a Seller will pay a commission to a Buyer agent and that this is just in case they don't?

A: We do not recommend telling a consumer/Buyer that the Seller will typically pay due to the changes that expressly provide that a Seller does not have to offer compensation to a Buyer's Broker.

AMENDMENTS AND MODIFICATIONS

Q: Can a Buyer Broker Service Agreement be amended to increase compensation if Seller is offering more than what the Buyer and Broker agreed to in the Buyer Broker Service Agreement?

A: MLS is the sole entity responsible for enforcing practice changes from the NAR Settlement Agreement. Therefore, MLS opinion on this topic is what is binding on you. OREC's opinion is non-binding on this issue. Ask your MLS for a definitive ruling on this topic since they are the entity responsible for interpreting and enforcing these requirements which are NOT state laws or state rules enforced by OREC.

Q: Once a Buyer Broker Service Agreement is signed and agreed upon, can it be amended? For example, can you write an addendum to say your Buyer does not have to pay the other 1% if the Seller is only offering 2% even though your Buyer Broker reads that you will be compensated 3%?

A: Yes.

Q: Once signed by the Buyer, can the Buyer Broker Service Agreement be modified/amended?

A: The Agreement may be amended or modified by further written agreement of the parties. However, we caution amendments that increase compensation as your MLS may take disciplinary action for violation of the practice changes agreed to by your MLS.

CONFLICT RESOLUTION

Q: What happens if a Buyer has signed several BBSAs with different agents?

A: OREC's form addresses this issue in paragraph 3, by requiring a Buyer to expressly state they are not under a current Buyer Broker Service Agreement with a different agent. Disputes related to compensation, procuring cause, etc. will continue to be handled in the same manner they are now.

Q: After the Buyer Broker Service Agreement is terminated or expires, are Buyers required to pay the agreed-upon compensation if they later purchase a property? What if the Buyer has a new agent?

A: Buyers are required to pay the agreed-upon compensation after the agreement is terminated or expires if the Buyer purchases a home that was previously presented to them by the Buyer's Broker and the purchase agreement was executed within the period identified in paragraph 6 of the form. Even if the Buyer obtains a new agent, the Buyer would still owe the compensation if the requirements in paragraph 6 of the form are met.

Q: Who will be going to bat for us in the event the Buyers violate this agreement or choose not to pay their agent at closing?

A: Consult with your Broker.

OPEN HOUSES AND PROPERTY SHOWINGS

Q: If we do a one property BBSA, do we have to create a new BBSA for more properties? Or could we add them on with initials in additional provisions?

A: If you execute a written agreement that is specific and exclusive to one property, you should execute new agreements for additional properties. However, we recommend utilizing a set timeframe instead of a specific address. For example, in the OREC Buyer Broker Service Agreement, you can provide for a short timeframe of 1 day (with a maximum of 12 months). Doing so provides clear dates and allows you to take advantage of the compensation protection language outlined in the OREC form.

Q: Are Buyer Broker Service Agreements needed for showing different types of properties, such as vacant land or commercial properties?

A: No. The requirement for REALTOR® members and MLS participants is for residential properties under 4 units. OREC recommends having a signed agreement prior to providing Brokerage services for a client to prevent any confusion as to the expectations of both parties. This can be accomplished through the Buyer Broker Service Agreement or another written agreement.

Q: Can an Agent not in your office/Brokerage host an open house for another agent in a different Brokerage? Do they have to get the BBSA signed by everyone attending the Open House (since they don't have a listing agreement?)

A: The practice change requiring written agreements with Buyers only applies to MLS Participants “working with” Buyers. Hosting an open house on behalf of a Brokerage, therefore, does not require you to execute Buyer Broker Service Agreements with every attendee at the open house. . However, a Buyer Broker Service Agreement is required if the agent provides the Buyer with Brokerage services.

Q: Do you need to have a Buyer Broker signed prior to showing your own listing?

A: If you are showing a home that you are the Listing Agent on, you do not need to execute a Buyer Broker Service Agreement or other written agreement with the Buyer initially. However, if the Buyer seeks your professional assistance in your capacity as a real estate agent, or you agree to provide Brokerage services to the Buyer, you will then need to execute a Buyer Broker Service Agreement or similar written agreement.

Q: What happens if a Buyer walks in to my open house who has a signed Buyer Broker Service Agreement with another Brokerage? Do they have to leave or can I show them the house?

A: In that scenario, you are fulfilling your duties to the Seller and you are not providing Brokerage services to the Buyer. As a best practice, OREC recommends having Buyers sign in at your open house and if they are working with another agent, giving a courtesy call to their agent to let them know their client stopped by.

Q: Do we need to have an agreement signed prior to showing a property for lease as well?

A: No.

Q: How will anyone know if you have a Buyers Brokerage Agreement prior to showings? Who regulates that?

A: MLS is responsible for regulating these practice changes. Contact your MLS for further information on enforcement.

SPECIAL PROVISIONS AND CUSTOM CLAUSES

Q: How do you include custom clauses in the BBSA?

A: We have provided a space in the Buyer Broker Service Agreement under Paragraph 15. We advise consulting with your Broker and/or counsel for proper usage of the additional provisions.

Q: What are examples of “other options” under 7c?

A: Transaction Fees charged to clients.

Q: How would you word the additional provisions if working with an investor?

A: If there are specific terms your investor client wishes to be added to the Buyer Broker Service Agreement, you may add them into Additional Provisions. The OREC Buyer Broker Service Agreement is an exclusive agreement between the Broker and the Buyer. If the investor does not wish to enter into an exclusive agreement, a different written agreement may be necessary. OREC recommends seeking advice from your Broker and/or counsel.

Q: I charge a transaction fee to clients. Where should I put that?

A: The transaction fee may be listed on the Buyer Broker Service Agreement in Section 7C.

TRAINING AND EDUCATION

Q: What is the best way of explaining the contract to new Buyers?

A: We recommend pointing a consumer to paragraph 2, which clearly states that a written agreement must be signed before you can tour a home. While this can be accomplished by any written agreement, the benefit of the Buyer Broker Service Agreement is that it sets forth critical information up front such as compensation, Buyer eligibility, duration, and provides common sense protections for consumers and licensed real estate professionals both.

Q: What are best practices for training agents on the new forms and NAR/MLS requirements?

A: OREC recommends attending trainings offered by your local and/or state board of REALTORS® along with viewing approved continuing education offerings on our website by going to orec.ok.gov, hovering over the education tab, clicking on “Approved CE Course List”, and typing in “Buyer Broker” into the search bar in the middle of the screen. There, you will find a list of approved CE courses on this topic.

More information can be found at the links below:

OREC resource page: www.oklahoma.gov/orec/resources/nar-settlement-resources

OREC CE course list: www.oklahoma.gov/orec/education/approved-ce-course-list

NAR FAQ’s Resource Page: www.nar.REALTOR®/the-facts

Q: Where can we find how to role-play scenarios for discussing the BBSA with potential Buyers?

A: View approved continuing education offerings on our website by going to orec.ok.gov, hovering over the education tab, clicking on “Approved CE Course List”, and typing in “Buyer Broker” into the search bar in the middle of the screen. Connect with the education providers who are offering courses on this topic and request an outline of what is to be covered.

Q: How do we educate our Buyers on the importance of signing this document without making them feel over-committed?

A: We recommend telling a Buyer that it is a requirement for any REALTOR® or MLS Participant to execute a written agreement with a Buyer prior to touring a home and that such change is a uniform requirement. We further recommend that you outline the benefits to a consumer of signing this Agreement (transparency with key terms: compensation, duration, termination, Buyer eligibility, etc.). Lastly, we recommend going over the form with Buyers to help them understand that compensation is negotiable and the duration can be limited to one day or something less committal.

UPDATES AND FUTURE CHANGES

Q: Will the Listing Agent Agreement also be updated?

A: Yes, an updated version of the Listing Agent Agreement will be made available on the OREC website.

Q: Will the OREC update other forms?

A: Yes. OREC will publish an updated version of the Cooperative Compensation Supplement, the Listing Agent Agreement, and the Residential Sales Contract on its website.

Q: When will this new form be uploaded in Transaction Desk/Zipforms?

A: Check with your local MLS.

Q: Do you have a target date for new OREC listing agreements to be published?

A: End of July 2024

MISC

Q: Is retainer fee required to go into a Trust Account?

A: Per OREC rules, Brokers are required to deposit funds belonging to others in a Trust Account. See OAC 605:10-13-1(d). In addition, the OREC code specifically makes it's a violation for licensees to commingle their funds with the property or funds of others unless it is in a Trust Account. Here, because the retainer is non-refundable and the Broker gets the funds no matter what, the retainer amount is not considered funds belonging to others. It is recommended that the Broker keep track of these funds since the retainer amount reduces the compensation owed to them at closing. The Broker should also explain that this amount is non-refundable.

Q: Will this new agreement be tested for on the current Brokers exam with Pearson Vue?

A: No. These are not state laws or state rules enforced by OREC. Any changes to the Broker exam will be communicated before they are implemented.

Q: Can a Buyer include their agent's commission in their mortgage loan?

A: We recommend that a Buyer speak with their lender about this.