



BUYER BROKER COMPENSATION CLARIFICATION

It is the intent of the parties to enter into an exclusive Buyer Representation Agreement (“BRE”). Berkeley Hills Realty, (“Broker”) and Buyer agree to all terms set forth in attached Buyer’s Representative Agreement dated \_\_\_\_\_.

In any transaction that the Broker represents the Buyer under the attached BRE, it is the intent of the Broker to accept the compensation from the Seller via the Listing Agent’s offer of compensation through the MLS as the entire commission due to the Broker. There will be no residual commission due from the Buyer in any transaction that the Broker represents the Buyer.

Broker will negotiate on behalf of Buyer for all properties available for purchase including but not limited to properties on MLS and those offered for sale by owner “FSBO’s”; and where a commission has not been designated as in the MLS, the Broker will negotiate with Seller’s and their Agents for commission compensation.

Buyer may cancel agreement with 24 hour written notice; cancellation would be subject to clause 3 C. (2) regarding any properties Broker introduced or acted on behalf of Buyer. This agreement does not require the Buyer to purchase a property during the term of the agreement.

Should the Buyer enter into a purchase contract for a property within the scope of the attached BRE with another broker during the term of the attached Buyer Representative Agreement together with any written extensions, the Buyer hereby understands and agrees to be liable for the payment of the commission offered in the MLS at close of escrow for said property to the Broker herein retained as the “exclusive broker” of Buyer in exchange for the exclusive representation the Broker has provided.

_____	_____
Buyer	Date
_____	_____
Buyer	Date
_____	_____
Broker	Date