

**BROKERAGE FEE DISCLOSURE AMENDMENT TO
BUYER AGENCY AGREEMENT**

WHEREAS, the undersigned Buyer and Client are identified as that certain "Buyer" and "Client" in that certain Buyer Agency Agreement entered into on _____ [ENTER CALENDAR DATE] relating to the _____ property located at _____ (the "**Buyer Agency Agreement**").

NOW THEREFORE, The undersigned Buyer and Client hereby enter into this Brokerage Fee Disclosure Amendment to Buyer Agency Agreement (the "**Amendment**") to memorialize the foregoing terms and representations described herein.

1. Amendment to Section 7 of Buyer Agency Agreement. Section 7 of the Buyer Agency Agreement is hereby deleted in its entirety and replaced with the following:

"7. BROKER COMPENSATION: THE BROKERAGE FEE DESCRIBED IN THE BUYER AGENCY AGREEMENT IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC.; CALHOUN COUNTY AREA BOARD OF REALTORS®; ST. CLAIR REALTORS® ASSOCIATION; THE TALLADEGA COUNTY BOARD OF REALTORS®, NOR BY STATE LAW, BUT IN ALL CASES IS SET BY THE BROKER AND THE BUYER. The brokerage fee may be a flat fee amount, a percentage of the sale price, or any other lawful consideration agreed to by Broker and Buyer and is negotiable.

In consideration for the services performed by Broker under this Agreement, Buyer agrees to the following compensation structure as outlined below or as specified on the following company addendum:

a. **BROKERAGE FEE:**

(i) Purchase: Buyer agrees to pay Broker, as compensation for locating property acceptable to Buyer and negotiating the purchase, a fee of \$ _____, or _____ % of the purchase price.

(ii) Option: Buyer agrees to pay Broker as compensation for obtaining an option on a property acceptable to Buyer a fee of \$ _____, and to pay Broker the balance of a fee of _____ % of the purchase price in the event the option is exercised by Buyer or Buyer's assignee.

(iii) Lease: Buyer agrees to pay Broker as compensation for locating a property acceptable to Buyer and negotiating a lease thereon a fee of \$ _____,

b. **PAYMENT OF FEE BY THIRD PARTIES:** Broker agrees that, if it receives a fee or commission from the seller or seller's broker, the fee received shall be credited against the amount owed by the Client to Broker hereunder, although any compensation offered to Broker by seller or seller's broker shall not exceed the amount which Broker agrees to earn under this Agreement unless agreed to by Buyer, Broker, and seller's broker in writing.

c. **EXCLUSIVE AGENCY: COMMISSION EARNED ON COMPLETION OF TRANSACTION AFTER EXPIRATION.** Client's obligation to pay the Brokerage

Fee described above shall terminate upon the expiration or earlier termination of this Agreement except as described in this Section 7(c). If within ____ days (90 days if left blank) after the expiration of this Agreement (the "Good Faith Payment Period"), Client acquires title or acquires a leasehold interest in any property shown by Broker to Client during the term of this Agreement, Client is obligated to pay Broker the Brokerage Fee described hereinabove upon the date of Client's acquisition. Prior to the expiration of the Good Faith Payment Period, Client is contacted directly by a seller of real property or another real estate agent or broker in regards to Client's interest or potential interest in a property shown to Client prior to the expiration of this Agreement, Client shall immediately refer such seller, agent or broker to Broker.

BY ENTERING INTO THIS AGREEMENT, CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT'S OBLIGATIONS UNDER THIS SECTION 7(C) SHALL REMAIN ENFORCEABLE AFTER THE EXPIRATION OF BROKER'S OBLIGATIONS UNDER THIS AGREEMENT. CLIENT'S OBLIGATIONS DESCRIBED UNDER THIS SECTION 7(C) SHALL REMAIN ENFORCEABLE UNTIL THE EXPIRATION OF THE GOOD FAITH PAYMENT PERIOD.

CLIENT'S INITIALS: _____

2. Governing Law; Venue; Interpretation. The laws of the state of Alabama shall govern this Amendment and its interpretation. Any action to enforce or interpret this Amendment shall have venue in the county in Alabama where Broker maintains his/her office, and the parties hereby submit to personal jurisdiction in that venue. The Buyer Agency Agreement and the terms agreed to between Broker and Buyer therein shall not be interpreted to be amended in any except as otherwise described herein. To the extent any terms of the Buyer Agency Agreement and this Amendment are in conflict, the terms of this Amendment shall control.

3. Broker Liability Limitation. Buyer agrees that Buyer shall hold Broker harmless against any damages resulting by reason of any act or omission, including negligence, misrepresentation, errors and omission, except in the event such acts or omissions are committed internally or willfully.

THIS AMENDMENT IS INTENDED TO BE THE LEGAL AND BINDING CONTRACT OF ALL PARTIES, AND MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND THIS AMENDMENT, YOU SHOULD SEEK LEGAL ADVICE. BUYER AND BROKER MAY EXECUTE THIS DOCUMENT VIA INK SIGNATURES OR VIA ELECTRONIC SIGNATURE PLATFORM. ELECTRONIC SIGNATURES SHALL BE CONSIDERED BINDING AND OF FULL FORCE AND EFFECT.

Buyer *Date*

Brokerage Firm Name *Date*

Buyer *Date*

Broker/Agent *Date*