

# Table of Contents

<b>Introduction and Purpose</b>	<b>3</b>
Intent	3
Scope	3
<b>Definitions and Parties</b>	<b>3</b>
Definitions	3
Parties	4
<b>Scope of Services and Agent Obligations</b>	<b>4</b>
Property Search	4
Offer Preparation and Negotiation	4
Contract Review and Closing Assistance	5
Buyer Agent Duties	5
Consultation	5
<b>Compensation and Commission Structure</b>	<b>5</b>
Commission Rate	6
Payment of Commission	6
Typical Commission Distribution	6
<b>Exclusivity and Term of Agreement</b>	<b>7</b>
Exclusivity and Term	7
Agreement Period	7
Termination	7
<b>Confidentiality and Disclosure</b>	<b>7</b>
Confidentiality	7
Required Disclosures	7
Permitted Information Sharing	8
<b>Conflict of Interest and Dual Agency</b>	<b>8</b>
Dual Agency	8
<b>Termination and Cancellation Terms</b>	<b>8</b>
Termination	8
Cancellation	8
<b>Legal and Miscellaneous Provisions</b>	<b>9</b>
Governing Law	9
Dispute Resolution	9
Amendments	9





# Introduction and Purpose

This Buyer Representation Agreement ("Agreement") is made as of 2025-08-09 between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210 ("Agent"), and Acme, Inc ("ACME-1"), located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Buyer").

## Intent

This Agreement defines the terms and conditions under which Agent will represent Buyer in the purchase of real property. It outlines Agent's duties to Buyer, how Agent will be compensated, and other important aspects of our working relationship.

## Scope

This Agreement establishes an exclusive buyer-agent relationship. During the term of this Agreement, Buyer agrees to work exclusively with Agent for the purchase of real property within the agreed-upon search criteria. Agent will assist Buyer in locating suitable properties, negotiating offers, and completing the purchase transaction, all while upholding Buyer's best interests and maintaining confidentiality.

# Definitions and Parties

## Definitions

For the purposes of this Buyer Representation Agreement, the following terms shall have the meanings set forth below:

- **Buyer:** "Buyer" refers to Acme, Inc, a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, and short named as ACME-1.
- **Agent:** "Agent" refers to DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210.
- **Property:** "Property" means any real estate, including land and improvements, that the Buyer seeks to purchase.



- **Commission:** "Commission" represents the compensation paid to the Agent for services rendered under this Agreement.
- **Effective Date:** "Effective Date" means the date this Agreement is executed by both the Buyer and the Agent.

## Parties

This Buyer Representation Agreement is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC ("Agent"), and Acme, Inc ("Buyer"). DocuPal Demo, LLC, is a company established in the United States. Acme, Inc. is a business entity organized under the laws of the United States.

## Scope of Services and Agent Obligations

DocuPal Demo, LLC ("Agent") will represent Acme, Inc ("Buyer") in the purchase of real property. The Agent will act in the Buyer's best interest and exercise reasonable skill and care. This includes loyalty, obedience, disclosure, confidentiality, and accounting.

### Property Search

The Agent will help the Buyer find suitable properties. This involves using the Multiple Listing Service (MLS). Online resources will also be used. The Agent will also use their network to identify potential properties. The Agent will present properties that meet the Buyer's criteria.

### Offer Preparation and Negotiation

The Agent will assist the Buyer in preparing offers to purchase property. Market analysis will be provided. This will help the Buyer make informed decisions. The Agent will negotiate on behalf of the Buyer. The goal is to get the best possible price and terms. All offers and counteroffers will be promptly presented.

### Contract Review and Closing Assistance

The Agent will explain the terms of the purchase agreement to the Buyer. The Agent recommends the Buyer seek legal counsel for contract review. The Agent will assist the Buyer throughout the closing process. This includes coordinating with the title



company, lender, and other parties involved. The Agent will attend the closing with the Buyer.

## Buyer Agent Duties

The Agent owes the Buyer specific duties. These duties include:

- **Loyalty:** Acting solely in the Buyer's best interest.
- **Obedience:** Following the Buyer's lawful instructions.
- **Disclosure:** Disclosing all known facts that might affect the Buyer's decisions.
- **Confidentiality:** Keeping the Buyer's information confidential, as allowed by law.
- **Accounting:** Accounting for all funds entrusted to the Agent.
- **Reasonable skill and care:** Using their expertise to represent the Buyer effectively.

## Consultation

The Agent will be available to answer the Buyer's questions. The Agent will provide guidance throughout the entire process. Regular communication will be maintained. The Agent will provide updates on the progress of the property search and purchase.

# Compensation and Commission Structure

DocuPal Demo, LLC will be compensated for services rendered upon the successful closing of a property ACME-1 purchases during the term of this agreement. Compensation will be paid as commission.

## Commission Rate

The commission rate is set at 3% of the property's final purchase price. This commission covers services including property search, negotiation, and closing assistance.

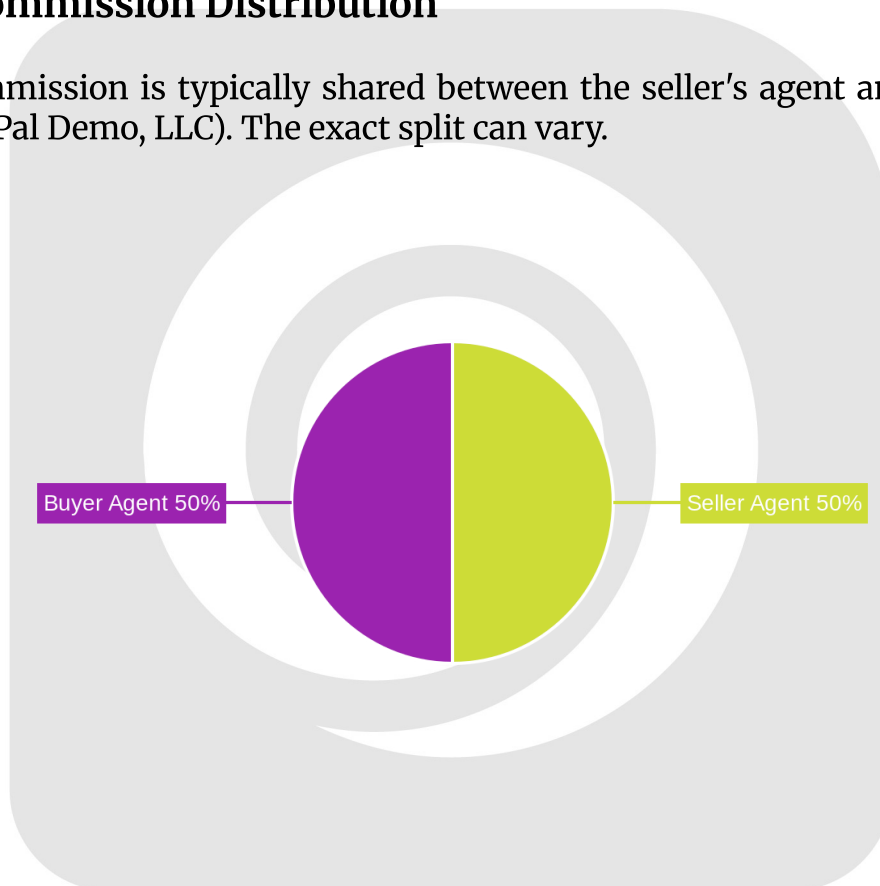


## Payment of Commission

The commission is earned by DocuPal Demo, LLC when the transaction closes. Payment is typically made from the escrow account at closing. ACME-1 is not directly responsible for paying DocuPal Demo, LLC. The commission is typically paid by the seller from the proceeds of the sale as agreed between the seller and their agent. If the seller or their agent refuses to pay the agreed-upon commission to DocuPal Demo, LLC, ACME-1 will be responsible for paying DocuPal Demo, LLC the agreed-upon commission.

## Typical Commission Distribution

The 3% commission is typically shared between the seller's agent and the buyer's agent (DocuPal Demo, LLC). The exact split can vary.



# Exclusivity and Term of Agreement

## Exclusivity and Term

ACME-1 grants DocuPal Demo, LLC the exclusive right to represent ACME-1 in the purchase of property. This means that during the term of this Agreement, ACME-1 will work exclusively with DocuPal Demo, LLC for the acquisition of property.

## Agreement Period

This Agreement becomes effective on 2025-08-09 and continues until a conclusion date that must be specified separately.

## Termination

Either party may terminate this Agreement with 30 days written notice to the other party. The notice must be delivered to the addresses listed in this agreement.

# Confidentiality and Disclosure

## Confidentiality

DocuPal Demo, LLC and ACME-1 mutually agree to hold all non-public information about the other party in strict confidence. This obligation survives the termination of this Agreement.

## Required Disclosures

DocuPal Demo, LLC will disclose to ACME-1 any known material defects regarding potential properties. Additionally, DocuPal Demo, LLC will disclose any conflicts of interest that may arise during the course of this representation. ACME-1 is responsible for independently verifying information provided by DocuPal Demo, LLC.





## Permitted Information Sharing

To effectively represent ACME-1, DocuPal Demo, LLC may share relevant information with third-party service providers, such as inspectors and appraisers. ACME-1 consents to DocuPal Demo, LLC sharing information as reasonably necessary to fulfill its obligations under this Agreement.

## Conflict of Interest and Dual Agency

Docupal Demo, LLC is committed to representing Acme, Inc's best interests. We will disclose any potential conflicts of interest immediately. We will then work to resolve them in a way that benefits Acme, Inc.

### Dual Agency

Dual agency occurs when Docupal Demo, LLC represents both the buyer (Acme, Inc) and the seller in the same transaction. This situation presents a potential conflict of interest. Before dual agency can occur, we must obtain informed consent from both Acme, Inc. and the seller. This consent ensures that both parties understand the implications of dual representation. We will fully disclose our duties and responsibilities to each party. Acme, Inc. has the right to refuse dual agency.

## Termination and Cancellation Terms

### Termination

This Agreement may be terminated by either DocuPal Demo, LLC or ACME-1. Termination requires written notice from the party initiating the termination to the other party.

### Cancellation

Either party has the right to cancel this Agreement. To cancel, the party must provide thirty (30) days written notice to the other party. The cancellation becomes effective thirty (30) days from the date the written notice is received.





# Legal and Miscellaneous Provisions

## Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the State of [State Name].

## Dispute Resolution

Any dispute arising from or relating to this Agreement will first be submitted to mediation. The parties will equally share the costs of mediation. If mediation is unsuccessful, the dispute will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and binding.

## Amendments

No amendment to this Agreement will be effective unless it is in writing and signed by both Docupal Demo, LLC and ACME-1.

## Assignment

ACME-1 may not assign its rights or obligations under this Agreement without the prior written consent of Docupal Demo, LLC. Docupal Demo, LLC may assign its rights and obligations under this agreement.

