BUYER BROKER REPRESENTATION AGREEMENT

1. AGENCY AGREEMENT: The undersigned ____________________________ ("Buyer") grants ____________________________ ("Broker") the non-exclusive and revocable right, on the terms specified in this Agreement, to represent Buyer in acquiring real property. Broker, individually or through an associate-licensee, (an individual licensed as a real estate salesperson or broker who works under the Broker's real estate license) agrees to exercise due diligence and reasonable efforts to fulfill the following authorizations and obligations. Buyer agrees that Broker's duties are limited by the terms of this Agreement, including those limitations set forth in paragraph 4.

2. BROKER AUTHORIZATIONS: Buyer authorizes Broker to: (i) locate and present selected properties to Buyer, present offers authorized by Buyer, and assist Buyer in negotiating for acceptance of such offers; (ii) assist Buyer with the financing process, including obtaining loan pre-qualification; (iii) provide guidance to help Buyer with the acquisition of property, (iv) upon request, provide Buyer with a list of professionals or vendors that perform the services described in paragraph 5C; and (v) schedule and attend meetings and appointments with professionals chosen by Buyer.

3. BROKER OBLIGATIONS: Broker, either directly or indirectly through an authorized person, shall provide and review forms to create a real property contract ("Property Contract") for the acquisition of a specific property ("Property"). With respect to each Property, Broker shall: (i) if the Property contains residential property with one-to-four dwelling units, conduct a reasonably competent and diligent, on-site, visual inspection of the accessible areas of the Property only (excluding any common areas), and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection; (ii) deliver or communicate to Buyer any disclosures, materials or information received during this agency by, in personal possession of, or personally known to the individual licensee(s) working with Buyer; (iii) facilitate the escrow process, including assisting Buyer in negotiating with seller. Unless otherwise specified in writing, any information provided through Broker in the course of representing Buyer has not been and will not be verified by Broker. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

4. SCOPE OF BROKER DUTY:
   A. While Broker will perform the duties described in paragraph 3, Broker recommends that Buyer select other professionals, as described in paragraph 5C, to investigate the Property through inspections, investigations, tests, surveys, reports, studies and other available information ("Inspections") during the transaction. Buyer agrees that these Inspections, to the extent they exceed the obligations described in paragraph 3, are not within the scope of Broker's agency duties. Broker informs Buyer that it is in the Buyer's best interest to obtain such Inspections.
   B. Buyer acknowledges and agrees that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property, (iii) Shall not be responsible for identifying defects that are not known to Broker and either (a) are not visually observable in reasonably accessible areas of the Property, or (b) are in common areas; (iv) Does not guarantee the performance, adequacy or completeness of Inspections, services, products or repairs provided or made by seller or others to Buyer or Seller; (v) Cannot identify location of boundary lines or other items affecting title; (vi) Cannot verify square footage, representations of others or information contained in inspection reports, (vii) Cannot provide legal or tax advice regarding any aspect of a transaction entered into by Buyer in the course of this representation; and (viii) Will not provide other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer agrees to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
   C. Broker owes no duty to inspect for common environmental hazards, earthquake weaknesses, and geologic and seismic hazards. If Buyer receives the booklets titled "Environmental Hazards: A Guide for Homeowners and Buyers," "The Homeowner's Guide to Earthquake Safety," or "The Commercial Property Owners Guide to Earthquake Safety" they are deemed adequate to provide Buyer with information contained in the booklets and Broker is not required to provide Buyer with additional information about those items, other than known hazards on or affecting the Property.

Buyer and Broker acknowledge receipt of copy of this page, which constitutes Page 1 of ___3___ Pages.

Buyer's Initials (__________) (__________)       Broker's Initials (__________) (__________)
5. BUYER’S OBLIGATIONS:

A. Buyer agrees to timely view or consider properties selected by Broker and to negotiate in good faith to acquire a property. Buyer further agrees to act in good faith toward the completion of any Property Contract entered into in furtherance of this Agreement. Buyer has an affirmative duty to protect him/herself, including discovery of the legal, practical and technical implications of discovered or disclosed facts, and investigation of information and facts which are known to Buyer or are within the diligent attention and observation of Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced below.

B. Buyer shall notify Broker in writing if Buyer requests information on, or has any concerns regarding, any particular area of interest or importance to Buyer.

C. The following list of items represents many areas that typically warrant Inspections by other professionals.

- **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, and other structural and non-structural systems and components, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)

- **SQUARE FOOTAGE, AGE, BOUNDARIES, TITLE:** Square footage, room dimensions, lot size, age of improvements, and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY, and have not been and cannot be verified by Brokers. Fences, hedges, walls, retaining walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Public records may not contain accurate information or all information affecting title. (An appraiser, architect, surveyor, or civil engineer is best suited to determine respectively square footage, dimensions and location of boundaries and other title matters of the Property.)

- **SOIL STABILITY/GEOLOGIC CONDITIONS:** Existence of compacted, expansive or contracting soil, fill, susceptibility to slippage, settling or movement, and the adequacy of drainage. Inspections for these types of conditions are particularly important for hillside or sloped properties, but are also relevant for flat land. (Geotechnical engineers are best suited to determine such conditions, causes, and remedies.)

- **ROOF:** Present condition, approximate age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)

- **POOL/SPA:** Whether there are any cracks, leaks or operational problems including related equipment and components. (Pool contractors and soil engineers are best suited to determine these conditions.)

- **WASTE DISPOSAL:** Type, size, adequacy, capacity, fees, connection and condition of sewer and septic systems and components.

- **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions, and costs. Adequacy, condition, and performance of well systems and components.

- **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including asbestos, lead-based paint and other lead contamination, methane, radon, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions. (For further information, read the booklet "Environmental Hazards: A Guide for Homeowners and Buyers," or consult an appropriate professional.)

- **EARTHQUAKE AND FLOOD; INSURANCE AVAILABILITY:** Susceptibility of the Property to earthquake hazards and propensity of the Property to flood. These and other conditions may affect the availability and need for certain types of insurance. (Geologists, geotechnical engineers and insurance agents are best suited to provide information on these conditions.)

- **GOVERNMENTAL REQUIREMENTS AND LIMITATIONS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available through appropriate governmental agencies and private information providers. Brokers are not qualified to obtain, review, or interpret any such information.)

- **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions which may limit the amount of rent that can be charged, the maximum number of persons who can occupy the Property, and the circumstances in which tenancies can be terminated. Deadbolt or other locks and security systems for doors and windows should be examined to determine whether they satisfy legal requirements. (Local government agencies or locksmiths, respectively, can give information about these restrictions and requirements.)

- **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other governmental services, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, historic or other governmentally protected sites or improvements, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners’ Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Broker acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.

Buyer's Initials (__________) (__________)  Broker's Initials (__________) (__________)

REVIEWED 4/99

OFFICE USE ONLY

Reviewed by Broker or Designee __________

Date __________

BUYER BROKER REPRESENTATION AGREEMENT (BR-11 PAGE 2 OF 3)

T3907982.ZFX
6. AGENCY RELATIONSHIPS:
   A. DISCLOSURE: If the Property includes residential property with one-to-four dwelling units, Buyer acknowledges receipt of the "Disclosure Regarding Real Estate Agency Relationships" form.
   B. BUYER REPRESENTATION: Broker will represent, as described in this Agreement, Buyer in any resulting transaction.
   C. POSSIBLE DUAL AGENCY WITH SELLER: If Buyer is shown property listed with Broker, Buyer consents to Broker becoming a Dual Agent representing both Buyer and seller with respect to those properties. In event of Dual Agency, Buyer agrees that: (a) Broker, without the prior written consent of Buyer, will not disclose to a seller that Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of a seller, will not disclose to Buyer that a seller is willing to sell property at a price less than the listing price; and (c) Other than as set forth in (a) and (b) above, a Dual Agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.
   D. OTHER POTENTIAL BUYERS: Buyer understands that other potential buyers, through Broker, may consider, make offers on, or acquire the same or similar properties to those Buyer is seeking to acquire. Buyer consents to Broker's representation of such other potential buyers before, during, and after the term of this Agreement, or any extension.
   E. CONFIRMATION: If the Property includes residential property with one-to-four dwelling units, Broker shall confirm with Buyer the agency relationship described above, or as modified, in writing, prior to or coincident with the execution of a purchase contract.

7. EXPIRATION OF AGREEMENT: This Agreement shall expire upon (i) written notice by either party, (ii) completion of a resulting transaction, or (iii) one year (or [ ] ) from its date, whichever occurs first.

8. TIME TO BRING LEGAL ACTION: Legal action for breach of this Agreement, or any obligation arising therefrom, shall be brought no more than two years from the expiration of this Agreement or the date such cause of action arises, whichever occurs first.

9. ADDITIONAL TERMS: ____________________________________________

10. ENTIRE CONTRACT: All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except by writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any copy, whether by copier, facsimile or electronic, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Buyer acknowledges that Buyer has read, understood, and received a copy of this Agreement.

Date ____________ at ____________, California
Buyer ______________________________________________
Telephone/Fax/Email ________________________________
Address ________________________________
City _______________ State ______ Zip ______

Date ____________ at ____________, California
Buyer ______________________________________________
Telephone/Fax/Email ________________________________
Address ________________________________
City _______________ State ______ Zip ______

Date ____________ at ____________, California
Broker (Firm) ________________________________________
Address P.O. Box 349
Telephone/Fax/Email 559.642.4740

By (associate-licensee) ________________________________

Marie Iden

City Bass Lake State CA Zip 93604