



ADDENDUM #1 (All addendums shall be numbered sequentially.)

RE-T BROKER AGREEMENT ADDENDUM

AUGUST 2024 EDITION

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



Date: 8/28/2024 MLS# (if applicable):

Property Address (if applicable): Canyon County

This is an ADDENDUM to the agreement indicated below (hereafter Original Broker Agreement) between the broker and the buyer or seller and provides for certain disclosures and practice modifications which will go into effect nationwide on August 17, 2024. This agreement is effective as of the date executed by both parties. "Addendum" means that the information below is added to the Original Broker Agreement.

☒ Buyer Representation Agreement

☐ Seller Representation Agreement

☐ Compensation Agreement with Buyer

☐ Compensation Agreement with Seller

ORIGINAL BROKER AGREEMENT DATED: 8/30/2024

BROKER: Norm Brown

BUYER(S) or SELLER(S): Canyon County

The undersigned parties hereby agree to amend the Original Broker Agreement as follows:

- Real estate brokerage commissions are not set by law and are fully negotiable.
- The parties understand that the MLS (multiple listing service) where the property was listed for sale will no longer publish offers of compensation to selling brokers or other buyer representatives. Seller and listing broker agree that the offer of compensation may be removed from the MLS prior to August 17, 2024.
- Seller, if having already agreed to offer compensation to selling brokers, authorizes listing broker to continue to make such offers through all other non-MLS means, as determined by the broker. Listing broker is authorized to enter into broker-to-broker agreements to memorialize said offers.
- The listing broker shall always conspicuously disclose to sellers and obtain seller approval in advance for any payment or offer of payment that the listing broker or seller will make to another broker, agent, or other representative acting for buyers.
- Buyer Agreements Only:** In the event that buyer's agreement with selling broker set compensation at a rate to be determined based off what seller or listing broker was offering, or at a "not less than" rate, said agreement is modified to provide that selling broker will be paid a fee of 3% of final sales price or a flat fee of \$n/a.
- The selling broker shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the compensation or representation agreement with the buyer.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Original Broker Agreement including all prior Addendums, these terms shall control. All other terms of the Original Broker Agreement including all prior Addendums not modified by this ADDENDUM shall remain the same. Upon its execution by Broker and Buyer or Seller, this agreement is made an integral part of the Original Broker Agreement.

AGENT or BROKER (on behalf of Brokerage):  Date: 8/28/24

BUYER: See Attached Signature page Date:

BUYER: Date:

SELLER: Date:

SELLER: Date:

24-091



ADDEUM # 1 (All addendum shall be numbered sequentially.)

JANUARY 2024  
EDITION

## RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.  
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



Today's Date: 8/28/2024

This is an **ADDENDUM** to the ☐ Purchase and Sale Agreement ☒ Other Buyer Representation Agreement  
("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

**AGREEMENT DATED:** 8/30/2023 **ID #**

**ADDRESS:** Canyon County

**BUYER(S):** Canyon County

**SELLER(S):**

The undersigned parties hereby agree as follows:

1. Buyer hereby agrees to extend the expiration date of the Term of Agreement to 9/30/2025.

2. If the property is not subject to a Listing Agreement, the Broker will be paid a fee of not less than 4.5%.

-End Addendum 1 to the Buyer Representation Agreement.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

**BUYER:** See Attached Signature Page **Date:**

**BUYER:** **Date:**

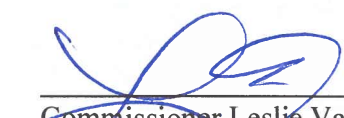
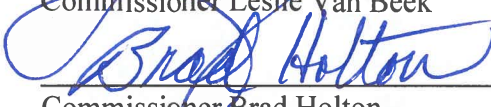
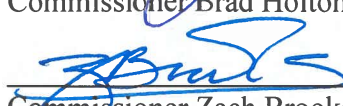
**SELLER:** **Date:**

**SELLER:** **Date:**

DATED this 3rd day of September, 2024.

BOARD OF COUNTY COMMISSIONERS

☒ Motion Carried Unanimously  
☐ Motion Carried/Split Vote Below  
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	_____	_____

ATTEST: RICK HOGABOAM, CLERK

By: J Ross  
Deputy Clerk



# RE-14 BUYER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)

JANUARY 2023  
EDITION

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS  
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING



DATE: 08/30/2023 AGENT: Norm Brown  
Acting as Agent for the Broker

1. BUYER Canyon County  
retains Ben Kneadler Broker of NAI Select/ Rallens Realty Consultants  
as exclusive Buyer Broker (hereafter referred to as Broker), where the BUYER is represented by one Broker only for time herein set forth and for the express purpose of Representing BUYER in the purchase, lease, or optioning of the real property referenced below, (hereafter Property). Further, BUYER agrees, warrants, and acknowledges that BUYER has not and shall not enter into any buyer representation agreement with another broker in the state of Idaho as a broker for BUYER during the effective term of this agreement, unless otherwise agreed to in writing by BUYER and above-listed Broker. BUYER agrees to indemnify and hold the above-listed Broker harmless from any claim brought by any other broker or real estate salesperson for compensation claimed or owed during the effective term of this agreement. By appointing Broker as BUYER'S exclusive agent, BUYER agrees to conduct all negotiations for Property through Broker, and to refer to Broker all inquiries received in any form from real estate brokers, salespersons, prospective sellers, or any other source, during the time this Buyer Representation Agreement is in effect. BUYER desires to purchase, lease, or option the real estate described below:

☒ Residential ☐ Residential Income ☐ Commercial ☐ Vacant Land ☐ Custom Build Job  
☐ Other  
Applicable City(s) Idaho,  
Applicable County(s) Canyon County  
Other Description (i.e., geographical area, price, etc.)

2. TERM OF AGREEMENT: This BUYER REPRESENTATION AGREEMENT (herein after referred to as Agreement) is in force from date 09/05/2023 and will expire at 11:59 p.m. on date 09/04/2024, or upon closing of escrow of such Property purchased through this agreement whichever is sooner. If the BUYER accepts an offer to purchase or exchange, the terms of this Agreement shall be extended through the closing of the transaction.

3. BROKER REPRESENTATIONS AND SERVICES: The Broker and Broker's agent representing a BUYER are agents of the BUYER. Broker will use reasonable efforts as BUYER'S agent to locate Property as described in Section One hereof from the information available in the Multiple Listing Service (MLS) and from other sources for unlisted Property that the Broker may be aware of when applicable as set forth in Section One. The Broker's duty to locate Property for the BUYER is limited to the properties that the Broker is aware of and does not include a duty to discover every unlisted Property that may be privately advertised. Broker shall make submissions to BUYER describing and identifying properties that substantially meet the criteria set forth in Section One, for consideration of the BUYER and Broker agrees to negotiate acceptance of any offer to purchase or lease such Property.

4. TRANSACTION RELATED SERVICES DISCLAIMER: BUYER understands that Broker is qualified to advise BUYER on general matters concerning real estate but may not offer legal advice and is not an expert in matters of law, tax, financing, surveying, structural conditions, Property inspections, water rights, mineral rights, hazardous materials, or engineering. BUYER acknowledges that Broker advises BUYER to seek expert assistance for advice on such matters. Broker cannot warrant the condition of Property to be acquired or guarantee that all material facts are disclosed by the Seller. Broker will not investigate the condition of any Property including without limitation: the status of permits, zoning, location of Property lines, square footage, marketability of title, applicability or enforceability of CC&R's, possible loss of views and/or compliance of the Property with applicable laws, codes or ordinances and BUYER must satisfy themselves concerning these issues by obtaining the appropriate expert advice. The Broker or Broker's agent may, during the course of the transaction, identify individuals or entities who perform services including BUT NOT LIMITED TO the following: home inspections, service contracts, appraisals, environmental assessment inspections, code compliance inspections, title insurance, closing and escrow services, loans and refinancing services, construction and repairs, legal and accounting services, and/or surveys. The BUYER understands that the identification of service providers is solely for BUYER'S convenience and that the Broker and its agent are not guaranteeing or assuring that the service provider will perform its duties in accordance with the BUYER'S expectations. BUYER has the right to make arrangements with any entity BUYER chooses to provide these services. BUYER hereby releases and holds harmless the Broker and Broker's agent from any claims by the BUYER that service providers breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with the BUYER'S expectations. In the event the BUYER requests Broker to obtain any products or services from outside sources, **BUYER agrees to pay for them immediately when payment is due.** For example: surveys or engineering, environmental and/or soil tests, title reports, home or Property inspections, appraisals, etc.

5. FINANCIAL INFORMATION: BUYER agrees to provide Broker and/or Broker's agent with certain pertinent financial information necessary to prove ability to purchase desired Property

6. OTHER POTENTIAL BUYERS: BUYER understands that other potential buyers may consider, make offers on, or purchase through Broker the same or similar properties as BUYER is seeking to acquire. BUYER consents to Broker's representation of such other potential buyers before, during and after the expiration of this Agreement and further releases Broker of any conflicting Agency duties

BUYER'S Initials ( ) ( ) Date:

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JANUARY 2023 EDITION

RE-14 BUYER REPRESENTATION AGREEMENT

Page 1 of 4

This form was prepared by Norman Brown | NAI Select | LLC | norm@rallensrealty.com | 208.866.2450

TRANSACTIONS

23-174



BUYER'S NAME(S) \_\_\_\_\_ Canyon County

7. **LIMITS OF CONFIDENTIALITY OF OFFERS:** BUYER understands that an offer submitted to a seller, and the terms thereof may not be held confidential by such seller or seller's representative unless such confidentiality is otherwise agreed to by the parties

8. **CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY:** The undersigned BUYER(S) have received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned BUYER(S) understand that the brokerage involved in this transaction may be providing agency representation to both the BUYER(S) and the Seller. The undersigned BUYER(S) each understands that, as an agent for both BUYER/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms or factors motivating the BUYER/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by §54-2085, Idaho Code. The undersigned BUYER(S) each understands that a limited dual agent does not have a duty of undivided loyalty to either client

The undersigned BUYER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in §54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

**BUYER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES:** BUYER acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other BUYERS and for Sellers in the sale of the Property. BUYER has been advised and understands that it may create a conflict of interest for Broker to introduce BUYER to a Seller Client's Property because Broker could not satisfy all of its Client duties to both BUYER Client and Seller Client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, BUYER makes the following election.**

(Make one election only)

☒ Initials  
Limited Dual Agency  
and/or  
Assigned Agency

12/19/23 BRH [Signature]  
BUYER DOES WANT to be introduced to Seller client's Property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the BUYER and Seller in the introduction of BUYER to such Seller client's Property and in the preparation of any contract of sale which may result. BUYER authorizes Broker to act in a **limited dual agency** capacity. Further, BUYER agrees that Broker may offer, but is not obligated to offer, **assigned agency** representation, and if offered by the Broker, BUYER authorizes Broker to act in such capacity.

OR

☒ Initials  
Single Agency

12/19/23 BRH [Signature]  
BUYER DOES NOT WANT to be introduced to Seller client's Property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the BUYER to any Seller client's Property

9. **NON-DISCRIMINATION:** The parties agree not to discriminate against any prospective Seller or Lessor because of race, religion, creed, color, sex, marital status, national origin, familial, or handicapped status of such person

10. **SEVERABILITY CLAUSE.** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby

11. **SINGULAR AND PLURAL** terms each include the other, when appropriate

12. **DEFAULT / ATTORNEY'S FEES:** In the event of default by BUYER under this Agreement, Broker shall be entitled to the Fee that Broker would have received had no default occurred, in addition to other available legal remedies. In the event of any suit or other proceeding arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and all costs incurred relative to such suit or proceeding, including fees and costs upon appeal. Venue of any action arising out of this Agreement shall be in the court of the county in which Broker's office is located.

13. **EARNEST MONEY DISPUTE / INTERPLEADER** Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency

BUYER'S Initials (\_\_\_\_\_) (\_\_\_\_\_) Date: \_\_\_\_\_

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BUYER'S NAME(S) \_\_\_\_\_ Canyon County

shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

**14. COMPENSATION OF BROKER:** In consideration of the services to be performed by the Broker, BUYER agrees that broker may be compensated in any of the following ways. Check all that apply.

☒ A. If the Property is subject to a listing agreement with the Broker's Company or a cooperating Broker through the Multiple Listing Service (MLS) or otherwise, the fee will be the amount equal to the compensation offered by the aforementioned Brokers but not less than 3 % of the selling price. BUYER agrees to pay to the Broker any difference between the amount received from the aforementioned Brokers and the stated minimum.

☒ B. If the Property is not subject to a Listing Agreement, such as a For Sale By Owner or a Custom Build Job, the BUYER agrees that the Broker will be paid a fee of not less than 4.5 % of selling price OR \$ NA. The Broker shall first seek to obtain this fee through the transaction paid by the Seller. If the fee cannot be obtained through the Seller, the BUYER will be responsible for such fee stated above.

☐ C. If the Property is leased by BUYER, then BUYER agrees to pay a total brokerage fee of the greater of: NA % of the total Base Rent OR NA month's rent OR a one-time flat fee of \$ NA. The Broker shall first seek to obtain this fee through the transaction paid by the lessor. If the fee cannot be obtained through the lessor, then BUYER will be responsible for the fee. 'Base Rent' is defined as the specific minimum rent owed by BUYER to lessor each year. In addition, if the lease is a 'lease to own' contract, or if the BUYER exercises an option to purchase under the lease, then in addition to the compensation for lease procurement specified in this paragraph (C), Broker shall also be entitled to any compensation for sale as enumerated in paragraphs (A) or (B) above.

☐ D. Retainer Fee. BUYER will pay Broker a non-refundable retainer fee of \$ NA due and payable upon signing of this Agreement. Retainer fee ☐ shall ☐ shall not be credited against any compensation set forth in paragraph A or B.

☐ E. Hourly rate. BUYER will pay Broker at the rate of \$ NA per hour for the time spent by Broker pursuant to this Agreement to be paid when billed whether or not BUYER acquires or leases Property. The fee ☐ shall ☐ shall not be credited against any compensation as set forth in paragraph A, B, or C.

This compensation shall apply to transactions made for which BUYER enters into a contract during the original term of this Agreement or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract within 90 calendar days (ninety [90] if left blank) after this Agreement expires or is terminated, if the Property acquired or leased by the BUYER was submitted in writing to the BUYER by Broker pursuant to Section One hereof during the original term or extension of the term of this Agreement. The fee shall be paid at closing or lease execution unless otherwise designated by the Broker in writing. The closing agent for this transaction is hereby authorized to pay the above-mentioned compensation at closing.

In the event BUYER purchases any Property as described in Section 1 above without using the representation of the Broker named above within the time this agreement remains in force, above stated BUYER shall be liable to Broker for a cancellation fee equal to 3 % of the selling price of the Property acquired or \$ NA.

**15. OTHER TERMS AND CONDITIONS:** None

**16. COMMUNICATION:** Failure of BUYER to reasonably maintain communication with BROKER is a breach of this agreement.

**17. TRANSMISSION OF DOCUMENTS:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, SELLER, LENDER, Closing Agency, or either Broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

**18. WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agrees that if BUYER uses, or authorizes the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

**19. AUTHORITY OF SIGNATORY:** If BUYER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER.

**20. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT** The terms hereof, and any addendums or exhibits constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a written agreement signed by each of the parties.

BUYER'S Initials (\_\_\_\_) (\_\_\_\_) Date: \_\_\_\_\_

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BUYER'S NAME(S) \_\_\_\_\_ Canyon County

21. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such party's timely performance of this agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have been avoided or overcome by exercising reasonableness or diligence. Force Majeure Events include, but are not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

22. **ACCESS.** BUYER acknowledges that by entering into this contract BUYER is requesting Broker to provide BUYER access to real Property owned by third parties and that it is impossible for Broker to screen and/or monitor the individuals who reside in and/or own real Property listed for sale or rent. Therefore, BUYER shall hold Broker harmless from all liability resulting from accessing real Property, including but not limited to, liability arising from exposure to disease-causing organisms and objects such as viruses and bacteria.

See Attached Signature Page

Buyer Signature	Date	Agent or Broker (on behalf of Brokerage) Signature Norm Brown	Date
		5571 N. Glenwood	Boise ID 83714
Buyer Signature	Date	Brokerage Address	
		208-996-1055	
Address		Brokerage Phone	Brokerage Fax
		ben@naiselect.com	
Phone	Fax	Brokerage Email	
		norm@rallensrealty.com	
Email		Agent/Broker Email	



# Agency Disclosure Brochure

## A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

**Effective January 1, 2023**

**"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.**

### Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

**If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.**

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

### You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

**The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.**

If you have any questions about the information in this brochure, contact:  
Idaho Division of Occupational and Professional Licenses – Real Estate Commission  
(208) 334-3285  
[irec.idaho.gov](http://irec.idaho.gov)



## Agency Representation (Single Agency)

Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

**If you are a seller**, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

**If you are a buyer**, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

## Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

**Without Assigned Agents** The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

**With Assigned Agents** The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

## What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

## Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

## Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: \_\_\_\_\_ Phone: \_\_\_\_\_

## RECEIPT ACKNOWLEDGED

Rev 01/01/2023

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.  
This document is not a contract, and signing it does not obligate you to anything.

Signature See Attached Signature Page Date \_\_\_\_\_







Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer Representation Agreement  
Signature Page

DATED this 17<sup>th</sup> day of October, 2023.

CANYON COUNTY BOARD OF COMMISSIONERS

- ☒ Motion Carried Unanimously  
☐ Motion Carried/Split Vote Below  
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	 _____	_____	_____
 _____ Commissioner Brad Holton	 _____	_____	_____
 _____ Commissioner Zach Brooks	 _____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: \_\_\_\_\_  
Deputy Clerk