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COMPASS



Understanding the Buyer Broker Showing Agreement

Private Exclusives, Coming Soon, Off-Markets & New Listings - Touring Homes in Person

Following the 2024 NAR* settlement, buyers must sign a written buyer-broker agreement with their agent before touring a home in person.

This agreement protects both parties by clearly explaining the agent's services, fiduciary duties, and compensation.

Benefits of Working with Compass Real Estate Agent David Weiss

- **Compass Private Exclusives:** access to listings marketed quietly before they hit the public MLS.
- **Coming Soon Listings:** a head start touring and preparing offers before homes go fully live.
- **Off-Market Opportunities:** introductions to homes not publicly listed at all, through agent-to-agent networks.
- **Compass AI-Powered Reverse Buying Technology:** smart AI-powered search, & instant alerts.
- **Targeted Sellers Outreach:** targeted direct mailers/letters/postcards sent directly to homeowners in your desired neighborhoods to uncover opportunities before they're publicly marketed.
- **Network of Thousands of Agents:** Compass's Bay Area agent-to-agent mastermind network.
- **Discounted Lender Options:** preferred-partner financing with competitive rates, fees & quicker closes.
- **Extreme Home Warranty Options:** enhanced & extended coverage plans to give you protection.
- **Licensed Inspectors, Contractors & Vendors:** a vetted network for inspections, contractors & vendors.
- **Dedicated Representation:** agent & broker representing your best interests - Compass is the #1 Brokerage.
- **Local Reputation:** David Weiss & Compass is a trusted name throughout the Bay Area real estate market, with deep local relationships & hands-on neighborhood expertise that benefit you as the buyer.

Why Get Pre-Qualified Before Viewing Homes

- **Confirms your Buying Power** so we only tour homes you can actually afford and finance.
- **Strengthens your offer** — sellers take pre-qualified buyers far more seriously in competitive markets.
- **Speeds up the closing process** once an offer is accepted, since key financial vetting is already done.
- **Reveals any credit or documentation issues early**, giving time to resolve them before you fall in love with a home. Lender Education on different loan options & types of loan scenarios based on your credit.
- **Clarifies** loan programs, interest rate, and monthly payment expectations explained up front.
- **Allows us to move quickly** on off market properties, coming soon, private exclusives, new listings, and all new homes the moment they hit the market.

A Note on Commissions

Broker commissions are not set by law and are fully negotiable. The seller may agree to pay some or all of the buyer-agent commission, but this is not guaranteed. If the seller offers less than the amount agreed upon in your buyer-broker agreement, you may be responsible for the difference if you accept those terms. We can also negotiate for the seller to cover the commission as part of your offer. We'll review all terms with you upfront so there are no surprises.

NAR* = National Association of Realtors

This document is just a summary provided for informational purposes & does not itself constitute the full, state-required Buyer Broker Agreement. Please review and sign the official agreement form which contains complete legal terms & must be signed before viewing any properties.

Understanding the Buyer Broker & Showing Agreement Frequently Asked Questions

1. What am I actually agreeing to by signing this?

You're hiring this agent/brokerage as your exclusive representative for home buying, agreeing to work with them and to the compensation terms in the full agreement.

2. Is this agreement exclusive, or can I use other agents too?

Most buyers agreements are exclusive to one brokerage for the term stated. Ask specifically whether yours is exclusive or non-exclusive — it changes what you can do.

3. How long does it last, and can I end it early?

Terms are negotiable, commonly 90 days. Ask for the exact end date and what the cancellation process looks like.

4. Does it limit me to certain homes, areas, or price ranges?

Some agreements name specific properties or a defined search area. Confirm the scope in writing so there's no dispute later about what's covered.

5. What if I already found a home on my own — do I still owe a fee?

Possibly, if that home falls within the agreement's scope.

6. How much is the commission, and who sets that number?

It's fully negotiable between you and the agent — not set by law or MLS. Ask for the exact percentage or flat fee in writing.

7. What if the seller won't pay any buyer-agent commission?

Then you may be responsible for it directly, or your agent can try to negotiate seller credit as part of the offer. Ask how that gap is handled before you tour homes.

8. Could I end up paying out of pocket at closing?

Yes, if seller compensation falls short of your agreed fee, the difference is typically due from you unless negotiated otherwise — confirm this scenario explicitly.

9. What if the home is listed by my own agent's brokerage?

That can create dual agency or a designated-agent situation. Ask how your interests stay protected and whether you must consent in writing.

10. Can I cancel if I'm not happy with my agent?

Ask about the brokerage's release policy — many will let you cancel or switch agents in-house; get the process in writing before signing.

11. What duties does my agent actually owe me?

Fiduciary duties typically include loyalty, confidentiality, disclosure, and reasonable care — ask for these to be spelled out, not assumed.

12. Is there a retainer or upfront fee?

Some agreements include one; but most do not. This can be negotiated between buyer & agent.

13. Can I still browse Zillow/Redfin or attend open houses myself?

Usually yes, but registering at an open house may trigger the agreement's terms. We can provide you Business Cards so you don't have to sign in if asked.

14. What if I buy through a different agent while under contract?

This can expose you to owing a commission to both agents. Clarify what counts as a breach and what the consequence is.

15. Does this affect my choice of lender?

No — you can use any lender. Preferred-partner options are optional recommendations, not requirements; confirm that in writing. We can refer you & get 2nd opinions.

16. What if I decide not to buy at all?

Ask whether the agreement requires you to keep searching/purchase, extension or whether you can walk away with no penalty if your plans change.

17. Are the discounted inspector/contractor/lender referrals required?

No, these should be optional conveniences. You can choose your own or use from our vendor list.

18. Does my agent get paid for referring me to those partners?

Usually not, however referral fees or affiliate relationships sometimes exist. You as the buyer get to choose.

19. What if I disagree with my agent's pricing or offer advice?

The agreement doesn't require you to follow every recommendation — final decisions on price and terms are always yours to make.

20. What happens if my agent leaves the brokerage, or I want a different agent there?

Ask whether the agreement is with the individual agent or the brokerage, and what happens to your representation if that changes.

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