

## **BUYER BROKERAGE COMPENSATION**

### **PRE-SHOWING AGREEMENT DISCLOSURE & ELECTION**

This Disclosure is provided pursuant to **Nevada Revised Statutes (NRS) Chapter 645** and applicable **Nevada Real Estate Division (NRED)** regulations to clearly disclose and confirm how buyer brokerage compensation will be handled for this transaction.

This Disclosure is **not** an amendment to the Purchase Agreement. It is intended solely to confirm brokerage compensation handling consistent with Nevada law and the parties' prior written agreements.

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#### **1. BACKGROUND AND LEGAL DISCLOSURE**

Buyer and Brokerage previously entered into a **Pre-Showing & Buyer Brokerage Agreement** establishing agreed-upon brokerage compensation in compliance with **NRS 645.252** and related regulations.

Subsequently, Buyer entered into a **Purchase Agreement** in which brokerage compensation payable by the Seller is stated and may be **less than** the compensation agreed to in the Pre-Showing & Buyer Brokerage Agreement.

Nevada law permits brokerage compensation to be paid by the Seller, the Buyer, or a combination of both, **provided the compensation is fully disclosed and agreed to in writing** prior to collection.

Buyer and Brokerage acknowledge that one of the following compensation options applies to this transaction. **Only one option may be selected.**

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#### **2. BUYER BROKERAGE COMPENSATION ELECTION**

(Select ONE option)

##### **OPTION A – BUYER TO PAY DIFFERENCE (AUTHORIZED BY BUYER)**

Buyer acknowledges and agrees that:

- The brokerage compensation agreed to in the Pre-Showing & Buyer Brokerage Agreement exceeds the amount payable by the Seller under the Purchase Agreement.
- Buyer agrees to pay the **difference** directly to Brokerage at or before closing.
- Buyer expressly authorizes escrow to disburse brokerage compensation consistent with this election.

**Compensation Disclosure (Required under Nevada Law):**

- Total brokerage compensation per Pre-Showing Agreement: \$ \_\_\_\_\_
- Brokerage compensation paid by Seller per Purchase Agreement: \$ \_\_\_\_\_
- **Difference payable by Buyer:** \$ \_\_\_\_\_

Buyer acknowledges that the Pre-Showing & Buyer Brokerage Agreement has been provided to escrow as required to support this compensation structure.

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**OPTION B – BROKERAGE ACCEPTS SELLER-NEGOTIATED AMOUNT (NO BUYER PAYMENT)**

Buyer acknowledges and agrees that:

- Brokerage has elected to **accept the compensation amount stated in the Purchase Agreement as complete compensation** for brokerage services.
  - Buyer shall **not** owe or be charged any additional brokerage compensation for this transaction.
  - Any higher compensation stated in the Pre-Showing & Buyer Brokerage Agreement is **waived by Brokerage for this transaction only**.
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**3. NEVADA DISCLOSURE AND ACKNOWLEDGMENT**

Buyer acknowledges that:

- Brokerage compensation has been **fully disclosed in writing**, as required by Nevada law.
  - Buyer understands who is paying brokerage compensation and in what amount.
  - No brokerage compensation will be collected except as expressly disclosed herein and in the Purchase Agreement.
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**4. NO LEGAL OR TAX ADVICE**

Brokerage is not providing legal or tax advice. Buyer acknowledges they have been advised of their right to seek independent legal or tax counsel regarding this transaction and the handling of brokerage compensation.

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**5. ENTIRE DISCLOSURE; NO ORAL MODIFICATIONS**

This Disclosure reflects the entire understanding of the parties regarding brokerage compensation for this transaction. No oral statements or representations regarding compensation are valid or enforceable.

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**6. SIGNATURES**

**Buyer Name:** \_\_\_\_\_

**Buyer Signature:**

**Date:** \_\_\_\_\_

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**Buyer Name:** \_\_\_\_\_

**Buyer Signature:**

**Date:** \_\_\_\_\_

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**Agent Name:** \_\_\_\_\_

**Agent Signature:**

**Date:** \_\_\_\_\_

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**Brokerage Name:** SCOFIELD GROUP, LLC