

BUYER'S AGENCY AGREEMENT

This Buyer's Agency Agreement is made this _____ between 1
_____ ("Real Estate Firm" or "Firm") 2
and _____ ("Buyer"). 3

- 1. **AGENCY.** Firm appoints _____ ("Selling Broker") 4
to represent Buyer. This Agreement creates an agency relationship with Selling Broker and any of Firm's brokers 5
who supervise Selling Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers affiliated 6
with Firm are agents of Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on 7
Buyer's behalf as and when needed. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real 8
Estate Agency." 9
- 2. **EXCLUSIVE OR NON-EXCLUSIVE.** This Agreement creates a sole and exclusive; non-exclusive (non- 10
exclusive if not checked) agency relationship. 11
- 3. **AREA.** Selling Broker will search for real property for Buyer located in the following geographical areas: 12

_____ (unlimited if not filled in) ("Area"). 14
- 4. **FIRM'S LISTINGS/SELLING BROKER'S OWN LISTINGS/DUAL AGENCY.** If Selling Broker locates a property 15
listed by one of Firm's brokers other than Selling Broker ("Listing Broker"), Buyer consents to any Supervising 16
Broker, who also supervises Listing Broker, acting as a dual agent. Further, if Selling Broker locates a property 17
listed by Selling Broker, Buyer consents to Selling Broker and Supervising Broker acting as dual agents. 18
- 5. **TERM OF AGREEMENT.** This Agreement will expire _____ (120 days from signing if not filled in) or by 19
prior written notice by either party. Buyer shall be under no obligation to Firm except for those obligations existing 20
at the time of termination. 21
- 6. **NO WARRANTIES OR REPRESENTATIONS.** Firm makes no warranties or representations regarding the value 22
of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections 23
and investigations necessary to satisfy Buyer as to the property's suitability and value. 24
- 7. **INSPECTIONS RECOMMENDED.** Firm recommends that any offer to purchase a property be conditioned on 25
Buyer's inspection of the property and its improvements. Firm and Selling Broker have no expertise on these 26
matters and Buyer is solely responsible for interviewing and selecting all inspectors. 27
- 8. **COMPENSATION.** Buyer shall pay Firm compensation as follows: 28

_____ 31
 - a. **Exclusive.** If the parties agree to an exclusive relationship in Paragraph 2 above and if Buyer shall, during the 32
course of this Agreement, purchase a property located in the Area, then Buyer shall pay to Firm the 33
compensation provided for herein. If Buyer shall, within six (6) months after the expiration or termination of 34
this Agreement, purchase a property located in the Area that was first brought to the attention of Buyer by the 35
efforts or actions of Firm, or through information secured directly or indirectly from or through Firm, then Buyer 36
shall pay to Firm the compensation provided for herein. 37
 - b. **Non-Exclusive.** If the parties agree to non-exclusive relationship in Paragraph 2 above and if Buyer shall, 38
during the course of or within six (6) months after the expiration or termination of this Agreement, purchase a 39
property that was first brought to the attention of Buyer by the efforts or actions of Firm, or through information 40
secured directly or indirectly from or through Firm, then Buyer shall pay to Firm the compensation provided for 41
herein. 42

BUYER: _____ BUYER: _____

BUYER'S AGENCY AGREEMENT

Continued

- c. MLS.** Firm will utilize a multiple listing service ("MLS") to locate properties and MLS rules may require the seller to compensate Firm by apportioning a commission between the Listing Firm and Firm. Firm will disclose any such commission or bonuses offered by the seller prior to preparing any offer. Buyer will be credited with any commission or bonus so payable to Firm. In the event that said commission and any bonus is less than the compensation provided in this Agreement, Buyer will pay the difference to Firm at the time of closing. In the event that said commission and any bonus is equal to or greater than the compensation provided for by this Agreement, no compensation is due to Firm herein. If any of Firm's brokers act as a dual agent, Firm shall receive the listing and selling commission paid by the seller plus any additional compensation Firm may have negotiated with the seller. All such compensation shall be credited toward the fee specified above.
- 9. V.A. TRANSACTIONS.** Due to VA regulations, VA financed transactions shall be conditioned upon the full commission being paid by the seller.
- 10. NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Buyer in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of the proceeds from a resale of the property.
- 11. ATTORNEYS' FEES.** In the event of suit concerning this Agreement, including claims pursuant to the Washington Consumer Protection Act, the prevailing party is entitled to court costs and a reasonable attorney's fee. The venue of any suit shall be the county in which the property is located.
- 12. OTHER AGREEMENTS (none if not filled in).**
- _____
- _____
- _____
- Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy.
- | | | |
|------------------|-------|----------------------|
| _____ | _____ | _____ |
| Buyer | Date | Firm (Company) |
| _____ | _____ | _____ |
| Buyer | Date | By: (Selling Broker) |
| _____ | | |
| Address | | |
| _____ | | |
| City, State, Zip | | |
| _____ | | |
| Phone | Fax | |
| _____ | | |
| E-mail Address | | |