

**BUYER AGENCY AGREEMENT****GENERAL COMMENTS:**

A. **Use of this Form.** Use this form when you are acting as a buyer's agent and wish to assume the responsibilities of a buyer's agent pursuant to Section 5 of the Agency Reform Act of 1996. If you wish to work with a buyer yet act as a "non-agent" and assume only those duties set forth in Section 3 of the Act, use NWMLS Form 41B (Buyer's Agreement - No Agency), not this form.

**Non-Exclusive.** This agreement is non-exclusive. It allows buyers to use different agents at the same time. For example, a buyer may use different agents who have particular expertise in different neighborhoods. Note that some agents use "exclusive" buyer representation agreements, which can obligate a buyer to pay a commission during the term of the agreement even if the licensee does not find the property for the buyer.

**ASSISTANCE FILLING IN THE BLANKS.** The following numbers refer to the numbers on the sample form shown in this Manual:

1. **Date.** Fill in the date of the agreement, which will also be the date from which the term of the agreement will be calculated.
2. **Buyer.** Insert the Buyer's name. If working with a married couple or more than one individual, it is best to insert all names.
3. **Broker.** Insert the name of the real estate company as licensed, not your name.
4. **Agent's Name.** This is where you insert your name, the name of the agent who will actually be working with the buyer.
5. **Term.** Fill in the date when the Agreement will expire. Note: Paragraph 6 includes a "tail" provision by which the buyer must pay you a commission for the purchase of any property that was first brought to the buyer's attention through your efforts.
6. **Compensation.** Use this space to describe your compensation arrangement with the buyer.
7. **Other Agreements.** Use this space for any other agreements you might have with the buyer. If you desire to make your agreement exclusive, this would be a place to include such a provision.
8. **Buyer's Signature and Date.** The Buyer must sign and date this form for it to be legally binding. The date is the date each person signed this Agreement, not the date on the Purchase and Sale Agreement. Washington law could not be more clear: In order to be enforceable, a commission agreement must be in writing and signed by the party to be legally binding.
9. **Addresses, Phone, and E-mail.** Insert the Buyer's address, phone number, facsimile number, and e-mail address, if available.
10. **Agent (Company and Salesperson).** Fill in the name of the real estate company as licensed and provide the signature of the individual salesperson who will be acting as the buyer's agent.

**BUYER'S AGREEMENT AGENCY**

This Buyer's Agency Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Broker").

1. **AGENCY RELATION CREATED.** Buyer authorizes Broker to appoint \_\_\_\_\_ ("Agent") to represent Buyer. This Agreement creates an agency relationship between Buyer, Agent, and Agent's Broker, Designated Broker, or Branch Manager. This Agreement **does not** create an agency relationship or responsibilities between Buyer and any other broker or salesperson licensed with the company named above; provided Buyer authorizes Broker to appoint other salespersons affiliated with Broker as subagents to act on Buyer's behalf as and when needed, at Broker's discretion. Any other broker or salesperson licensed to the company named above will not be representing the Buyer and may represent the Seller. Accordingly, for purposes of this Agreement, the term "Broker" means Agent including any subagents and Agent's Broker, Designated Broker, or Branch Manager, unless expressly stated otherwise. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."

2. **BROKER'S LISTINGS/AGENT'S OWN LISTINGS/DUAL AGENCY.** Buyer agrees that if Broker locates a property that is listed by one of Broker's salespersons other than Agent, then Buyer consents to Broker acting as a dual agent. Buyer further agrees that if Broker locates a property listed by Agent then Buyer consents to Agent and Broker acting as dual agents. Buyer agrees that different salespersons affiliated with Broker may represent different buyers in competing transactions involving the same property and that this shall not be considered action by Broker that is adverse or detrimental to the interests of either buyer, nor shall it be considered a conflict of interest on the part of Broker.

3. **TERM OF AGREEMENT.** This Agreement will expire \_\_\_\_\_ (120 days from signing if not filled in) or by prior written notice by either party. Buyer shall be under no obligation to Broker except for those obligations existing at the time of termination.

4. **NO WARRANTIES OR REPRESENTATIONS.** Broker makes no warranties or representations regarding the value of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to the property's suitability and value.

5. **INSPECTIONS RECOMMENDED.** Broker recommends that any offer to purchase a property be conditioned on Buyer's inspection of the property and its improvements. Buyer acknowledges that Broker and Agent have no expertise on these matters and that Buyer is solely responsible for interviewing and selecting all inspectors.

6. **COMPENSATION.** Buyer shall pay Broker compensation as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer understands and acknowledges that Broker will utilize a Multiple Listing service to locate properties and that MLS rules may require the Seller to compensate Broker by apportioning a commission between the Listing Agent and Broker. Broker will disclose any such commission or bonuses offered by Seller prior to preparing any offer. Buyer will be credited with any commission or bonus so payable to Broker. In the event that said commission and any bonus is less than the compensation provided in this Agreement, Buyer agrees to pay the difference 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 Broker. If Broker acts as a dual agent, then Broker shall receive the listing and selling commission paid by Seller plus any additional compensation Broker may have negotiated with the Seller. All such compensation shall be credited toward the fee specified above.

If Buyer shall, during the course of or within six (6) months after the expiration or termination of this Agreement, purchase a property that was first brought to the attention of Buyer by the efforts or actions of Broker, or through information secured directly or indirectly from or through Broker, then Buyer shall pay to Broker the compensation provided for herein.

7. **V.A. TRANSACTIONS.** Buyer agrees that due to VA regulations, VA financed transactions shall be conditioned upon the full commission being paid by Seller.

8. **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.

9. **OTHER AGREEMENTS (none if not filled in).**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Broker (Company)

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
By: (Agent)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-mail Address