

BUYER REPRESENTATION AGREEMENT



This Buyer Representation Agreement ("Agreement") is entered _____, 20____ between _____ ("Firm") and _____ ("Buyer").

1. Definitions. For purposes of this Agreement: (a) Buyer's Broker means the broker(s) named in Section 2; (b) Firm's Broker means Firm's designated broker; (c) "Supervisory Broker(s)" means a broker with Firm appointed to supervise any of Buyer's brokers named in the section below.

2. Agency Relation Created. Buyer agrees _____ ("Buyer's Broker"), who is/are affiliated with Firm will represent Buyer. The Supervisory Broker(s) for Buyer's Broker(s) is/are _____ (none if not filled in). Buyer also authorizes Firm to appoint other brokers to represent Buyer, with follow up notice to be provided to Buyer. This Agreement creates an agency relationship in which Firm's Broker, Buyer's Broker(s), and any Supervisory Brokers represent Buyer. No other brokers affiliated with Firm represent Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on Buyer's behalf from time to time, as and when needed; and such additional brokers will only be representing Buyer during the period of any such appointment.

3. Firm's Listing/Buyer's Broker's Own Listing/Dual Agency. If Buyer submits an offer on a property listed with Firm, Buyer authorizes Firm's Broker to act as a dual agent representing both Buyer and the seller. If Buyer submits an offer on a property listed with Buyer's Broker, Buyer authorizes Buyer's Broker to act as a dual agent. If any Supervisory Broker also manages the broker representing the seller, Buyer authorizes the Supervisory Broker to act as a dual agent. Buyer acknowledges receipt the pamphlet entitled "The Law of Real Estate Agency."

4. Term of Agreement. This Agreement will expire _____ (120 days from the date first stated above if not filled in) (the "Termination Date"). Except as provided in the next sentence, this Agreement shall remain in effect and the Termination Date of this Agreement shall automatically be extended during the pendency of any prospective or actual transaction to which Buyer is a party. This Agreement shall also terminate upon written notice by either party delivered to the other, but early termination by Buyer without legal justification will not terminate Firm's contract right to receive compensation under this Agreement that would have been received absent such termination.

5. Firm's Right to Receive Compensation. Firm (including Firm's Broker and Buyer's Broker) shall be entitled to receive the agreed Fee, as described below (Buyer to initial either A. or B. **with A. to apply if neither box is initialed**):

- A. _____ **On shown property.** Firm shall be entitled to receive the agreed Fee in ~~connection~~ **any transaction involving with** any properties directly or indirectly introduced or shown to Buyer by Firm or any brokers affiliated with Firm while this Agreement remains in effect.
- B. _____ **On all property.** While this Agreement remains in effect, Firm and its brokers are the exclusive buyer's agents working with Buyer to procure real property, and Firm shall be entitled to receive the agreed Fee in any property transactions Buyer may enter in Washington.

6. Amount of Compensation. On properties listed with a multiple listing service, a selling commission will generally be paid by the seller. Buyer agrees that Firm is entitled to receive compensation paid from both the seller and Buyer. Any selling commission portion paid to Firm shall be credited to Buyer's Fee, thus fully paying or reducing Buyer's obligation. Buyer shall pay any portion of the Fee not paid by the seller. If Buyer obtains VA financing, Buyer agrees to condition Buyer's offer on the seller paying Firm's entire Fee.

Buyer agrees to pay a Fee to Firm ~~as provided below~~ **under the applicable provision in Section 5.A.** if Buyer 1) enters into a transaction while this Agreement remains in effect, 2) terminates this Agreement early for the purpose of avoiding a ~~Fee~~, or 3) if within 180 days of ~~termination~~ **the Termination Date** of this Agreement (**as it may have been extended**), ~~actions 1 or 2 occur~~ **Buyer enters into a transaction** in connection with any property that was shown or offered to Buyer or which was directly or indirectly brought to Buyer's attention prior to the Termination Date (as it may have been extended). **Provided, any Fee payable to Firm under provision 3 in the preceding sentence will be reduced by the amount of any selling side commission paid to any other brokerage firm.** Firm's Fee for assisting Buyer shall be equal to the greater of the amount paid by Seller or:

- a. Properties listed with a multiple listing service in which Firm or Firm's Broker is a participant
\$ _____ or _____ % of the purchase price (the published selling office commission if not filled in).
- b. Properties not listed with a multiple listing service, or on presale/custom structure when builder is introduced to Buyer by a broker affiliated with Firm \$ _____ or _____ % of the purchase price.
- c. Lease/lease option/rental _____
- d. Upon exercising option _____

Commission amounts stated above do not include any listing side compensation.

Initials: **BUYER** _____ **DATE:** _____ **BUYER:** _____ **DATE:** _____

Buyer's Initials Date Buyer's Initials Date

7. No Conflicting Agency Relationship. _____ (Buyer has confirmed the following confirmation by initialing this paragraph.) Buyer confirms that Buyer has not entered a written or oral agency relationship with another real estate firm or broker covering the services being provided under this Buyer Representation Agreement. Buyer agrees to disclose this agency relationship and right to compensation to all real estate firms and brokers with whom Buyer may deal.

8. Retainer. Buyer agrees to pay, and Firm has received a \$ _____ "Retainer" payable upon signing this Agreement. Retainer will be placed in Firm's pooled trust account and credited to any Fee owed to Firm under this Agreement, or retained by Firm upon default.

9. V.A. Transactions. Due to VA regulation, VA financed transactions shall be conditioned upon the full commission being paid by the seller.

10. 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 in the statute), 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. Acknowledgement Regarding Facts Affecting Properties. Buyer acknowledges Firm, Firm's Broker, Buyer's Broker and all other brokers affiliated with Firm will rely on information from property sellers regarding matters related to properties that are not obvious, including the existence of any defects or adverse material facts or conditions that affect properties. Firm and its brokers will have no obligation to independently investigate or confirm such matters except to the extent they have expressly agreed to do otherwise in writing. Buyer releases Firm and all of its brokers from any liability or obligation in connection with such matters, except to the extent Firm and/or its brokers directly involved in the transaction had actual knowledge of the existence of the specific defect and/or adverse material condition that give rise to claims on behalf of Buyer and failed to disclose it/them to Buyer. Buyer agrees that Buyer will be responsible for carefully reading, understanding and investigating information in any Purchase and Sale Agreement, Seller Disclosure Statement, Property Condition Checklist, flyer, advertisement, or other information received in connection with any property.

12. Acknowledgement Regarding Advice, Inspections and Home Warranties. Buyer has been advised to seek legal and tax advice, and acknowledges none of Firm, Firm's Broker, Buyer's Broker or any other of Firm's brokers provide such advice. Buyer is strongly advised to obtain the services of one or more professional home inspectors in any transaction Buyer may enter. Buyer acknowledges that Home Protection Plans may be available which may provide additional protection and benefit to the Buyer.

"Firm's Broker" and/or "Buyer's Broker":

"Buyer":

Date

Date

Date

Date

Disclosure of Agreed Commission/Compensation in a Transaction Differing from Minimum Agreed Amount:

If the selling side commission/compensation in a transaction Buyer has entered is different than the applicable amount stated in paragraph 6, items a. through d., the selling side commission/compensation amount to be received by Firm is \$ _____ or _____ % of the purchase price.
or if Firm's Broker or Buyer's Broker is a dual agent, (i.e. in an "in-house" transaction) or if Buyer's Broker is a dual agent in a transaction Buyer has entered, then the total ~~commission~~ amount to be received by Firm, including Buyer's Broker (total of both listing and selling side commission/compensation amounts), will be \$ _____ or _____ % of the purchase price.

Buyer's Broker: _____
Date

Firm's Broker: _____
Date

Receipt of Disclosure of Agreed Commission:

Initials: BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

Buyer's Initials Date Buyer's Initials Date