

BUYER BROKERAGE FIRM'S
COMPENSATION ADDENDUM

The following is part of the Purchase and Sale Agreement dated
between Buyer Buyer ("Buyer")
and Seller Seller ("Seller")
concerning Address City State Zip (the "Property").

Buyer Brokerage Firm's Compensation - No Compensation Offered by Seller.

There is no offer of compensation from Seller to Buyer Brokerage Firm in the listing; or Seller has not signed a listing agreement. Seller shall pay Buyer Brokerage Firm compensation of % of sales price or \$ at Closing.

Additional Buyer Brokerage Firm Compensation - Buyer Representation Agreement.

Buyer is obligated to pay Buyer Brokerage Firm compensation as a condition of a buyer representation agreement between Buyer Brokerage Firm and Buyer. Seller's offer of compensation to Buyer Brokerage Firm in the listing is less than Buyer's obligation to Buyer Brokerage Firm. Accordingly, Seller agrees to pay Buyer Brokerage Firm additional compensation of % of sales price or \$ at Closing. Buyer Brokerage Firm's total compensation paid by Seller shall be % of sales price or \$ at Closing.

Credit to Buyer.

Buyer Brokerage Firm's compensation shall be reduced from the amount offered in the listing by % of sales price or \$, and Seller shall credit such amount to Buyer's obligations at Closing. If Buyer is obtaining a loan or loans to purchase the Property, Seller's credit to Buyer is subject to Buyer's lender(s) approval of such credit. Any amount not approved by Buyer's lender shall be paid to Buyer Brokerage Firm. Buyer Brokerage Firm's total compensation paid by Seller shall be % of sales price or \$ at Closing.

Reduction in Buyer Brokerage Firm Compensation.

Buyer Brokerage Firm's compensation shall be reduced from the amount offered in the listing by % of sales price or \$ (which shall be the total compensation paid to Buyer Brokerage Firm by Seller). The Purchase Price offered by Buyer reflects this reduction in compensation owed to Buyer Brokerage Firm. Buyer Brokerage Firm's total compensation paid by Seller shall be % of sales price or \$ at Closing.

Other:

Buyer Broker Signature Date Buyer Brokerage Firm

If Seller shall, within months (six if not filled in) from the date hereof, sell the Property to Buyer or someone acting on Buyer's behalf, Seller shall pay Buyer Brokerage Firm the compensation set forth above, less any portion of the earnest money retained by Buyer Brokerage Firm. Provided, if a compensation is paid to another member(s) of a multiple listing service in conjunction with such sale, the amount of compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other member(s). "Sell" includes a contract to sell; an exchange or contract to exchange; or an option to purchase, regardless of when it closes.

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**EXCLUSIVE  
BUYER'S AGENCY AGREEMENT**

This Exclusive Buyer's Agency Agreement ("Agreement") is made this \_\_\_\_\_ between 1  
\_\_\_\_\_ ("Buyer Brokerage Firm" or "Firm") 2  
and \_\_\_\_\_ ("Buyer"). 3  
Buyer Buyer

1. **AGENCY.** Buyer Brokerage Firm appoints \_\_\_\_\_ ("Buyer Broker") 4  
to represent Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Firm's brokers 5  
who supervise Buyer Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers affiliated with 6  
Firm are agents of Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on Buyer's 7  
behalf as and when needed. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 8
2. **AREA.** Buyer Broker's services shall be limited to real property located in the following geographical areas: 9  
\_\_\_\_\_ (unlimited if not filled in) ("Area"). 10
3. **EXCLUSIVE AGENCY.** This Agreement creates an exclusive agency relationship. Buyer Broker shall have the 11  
exclusive right and duty to represent Buyer for the purchase real property in the Area during the term of this 12  
Agreement. NWMLS Form 41A (Non-Exclusive Buyer's Agency Agreement) can be used for a non-exclusive 13  
agency relationship. 14
4. **TERM OF AGREEMENT.** This Agreement is effective upon mutual acceptance by the parties and will expire 15  
\_\_\_\_\_ (120 days from signing if not filled in) or on written notice of either party (the "Term"). 16
5. **COMPENSATION.** If Buyer purchases real property located in the Area during the Term, then Buyer shall pay to 17  
Buyer Brokerage Firm the compensation as follows: 18  
 \_\_\_\_\_ % of purchase price;  \$ \_\_\_\_\_;  other: \_\_\_\_\_ 19
  - a. **Compensation from Seller.** A seller may offer compensation to Buyer Brokerage Firm for representing a 20  
buyer who purchases the seller's property. Any compensation offered by the seller is disclosed in the MLS 21  
listing and shall be stated in the purchase and sale agreement between the seller and Buyer. Such offer of 22  
compensation, if any, may be accepted by Buyer, on behalf of Buyer Brokerage Firm, in the purchase and sale 23  
agreement and applied to Buyer's compensation obligation in this Agreement. 24  
If the seller's offer of compensation is equal to or greater than the above amount, Buyer shall accept the seller's 25  
offer of compensation and Buyer shall not be obligated to pay Buyer Brokerage Firm. Any amount of 26  
compensation offered by the seller that is greater than the above amount shall be:  paid to Buyer Brokerage 27  
Firm;  credited to Buyer (to the extent allowed by Buyer's lender) and any non-allowable amount shall be paid 28  
to Buyer Brokerage Firm;  credited to the seller;  other: \_\_\_\_\_ 29
  - b. **Compensation from Buyer.** If the seller's offer of compensation is less than the above amount, Buyer shall 30  
accept seller's offer of compensation (if any) and pay the balance of the compensation to Buyer Brokerage Firm 31  
at closing. In the purchase and sale agreement, Buyer may request that the seller pay all or a portion of Buyer's 32  
compensation obligation to Buyer Brokerage Firm. 33
  - c. **Filtering Listings.** Broker shall bring listings to the attention of Buyer, regardless of the amount of seller's offer 34  
of compensation, unless otherwise agreed as set forth herein:  \_\_\_\_\_ 35
  - d. **Compensation After Expiration/Termination.** If Buyer shall, within \_\_\_\_\_ months (six (6) months if not filled 36  
in) after the Term, purchase a property that, during the Term was (1) brought to the attention of Buyer by the 37  
efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or (2) a 38  
property that Buyer inquired about to Firm, then Buyer shall pay to Firm the compensation provided for herein. 39
6. **FIRM'S LISTINGS/BUYER BROKER'S OWN LISTINGS/DUAL AGENCY.** If Buyer Broker locates a property listed 40  
by one of Firm's brokers other than Buyer Broker ("Listing Broker"), Buyer consents to any Supervising Broker, who 41  
also supervises Listing Broker, acting as a dual agent. Further, if Buyer Broker locates a property listed by Buyer 42  
Broker, Buyer consents to Buyer Broker and Supervising Broker acting as dual agents. If any of Firm's brokers act 43  
as a dual agent, Firm may receive the compensation from the seller and buyer as the listing brokerage firm and 44  
buyer brokerage firm. 45

BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_

**EXCLUSIVE  
BUYER'S AGENCY AGREEMENT**

7. **NO WARRANTIES OR REPRESENTATIONS.** Firm 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. 46-48
8. **INSPECTION RECOMMENDED.** Firm recommends that any offer to purchase a property be conditioned on Buyer's inspection of the property and its improvements. Firm and Buyer Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors. 49-51
9. **V.A. TRANSACTIONS.** Due to VA regulations, VA financed transactions shall be conditioned upon the full compensation being paid by the seller. 52-53
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. 54-59
11. **FAIR HOUSING.** Fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 60-63
12. **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 reasonable attorneys' fees. The venue of any suit shall be the county in which the property is located. 64-66
13. **OTHER AGREEMENTS (none if not filled in).** 67

Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy. 71

\_\_\_\_\_  
Buyer Date Buyer Brokerage Firm 72

\_\_\_\_\_  
Buyer Date By: (Buyer Broker) 73

\_\_\_\_\_  
Address 74

\_\_\_\_\_  
City, State, Zip 75

\_\_\_\_\_  
Phone Fax 76

\_\_\_\_\_  
E-mail Address 77

**EXCLUSIVE SALE AND LISTING AGREEMENT**

\_\_\_\_\_, ("Seller") hereby grants to, 1  
Seller \_\_\_\_\_ Seller \_\_\_\_\_ ("Listing Firm" or "Firm") from date hereof until midnight of 2  
\_\_\_\_\_ ("Listing Term"), the exclusive right to sell the real property ("the Property") 3  
commonly known as \_\_\_\_\_, City \_\_\_\_\_, 4  
County \_\_\_\_\_, WA, Zip \_\_\_\_\_; and legally described on Exhibit A. 5

**1. DEFINITIONS.** (a) "MLS" means the \_\_\_\_\_ 6  
Multiple Listing Service/Association/Bureau; and (b) "sell" includes a contract to sell; an exchange or contract to 7  
exchange; or an option to purchase. Firm need not submit to Seller any offers to lease, rent, or enter into any 8  
agreement other than for sale of the Property. 9

**2. AGENCY/DUAL AGENCY.** Seller authorizes Listing Firm to appoint \_\_\_\_\_ 10  
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's 11  
brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers 12  
affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act 13  
on Seller's behalf as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other 14  
than Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises 15  
Listing Firm's Buyer's Broker, acting as a dual agent. If the Property is sold to a buyer who Listing Broker also 16  
represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. If any of Firm's brokers 17  
act as a dual agent, Firm shall be entitled to the entire compensation payable under this Agreement plus any 18  
additional compensation Firm may have negotiated with the buyer. Seller consents to Firm receiving compensation 19  
from more than one party. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 20

**3. LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and 21  
photographs of the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on \_\_\_\_\_ 22  
("List Date"), which date shall not be more than 30 days from the effective date of the Agreement. Seller 23  
acknowledges that exposure of the Property to the open market through MLS will increase the likelihood that Seller 24  
will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote 25  
or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, 26  
e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller 27  
shall not materially interfere with Listing Firm's marketing of the Property. 28

**4. COMPENSATION.** If during the Listing Term, Seller sells the Property, and (a) the sale closes; or (b) the sale fails 29  
to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay Firm compensation 30  
of (fill in one and strike the other) \_\_\_\_\_% of the sales price, or \$ \_\_\_\_\_ ("Total Compensation"). From 31  
the Total Compensation, Firm will offer a cooperating member of MLS representing a buyer ("Buyer Brokerage 32  
Firm") compensation of (fill in one and strike the other) \_\_\_\_\_% of the sales price, or \$ \_\_\_\_\_. 33

If Seller shall, within \_\_\_\_\_ months (six if not filled in) after the expiration of the Listing Term, sell the Property to 34  
any person to whose attention it was brought through the signs, advertising or other action of Firm, or on information 35  
secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above 36  
compensation. Provided, that if Seller pays compensation to a member of MLS or a cooperating MLS in conjunction 37  
with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other 38  
member(s). Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for 39  
damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to 40  
another MLS member. Buyer Brokerage Firm is an intended third party beneficiary of this Agreement. 41

**5. PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the 42  
Property. Such keybox may be opened by a key held by members of MLS, their brokers, and affiliated appraiser 43  
members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and 44  
other members of MLS shall be entitled to show the Property at all reasonable times. 45

Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not 46  
members of MLS and do not have access to the keybox on the Property. Seller  authorizes;  does not 47  
authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not 48  
members of MLS. If authorized, Listing Firm  shall;  shall not (shall if not filled in) be in attendance at any 49

**EXCLUSIVE SALE AND LISTING AGREEMENT**

- such showing. If authorized, Listing Firm  shall;  shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing 50 51
- 6. MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not a member of a multiple listing service. MLS is an intended third party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement. 52 53 54 55 56 57 58 59 60
- 7. PROPERTY CONDITION AND INSURANCE.** Neither Listing Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030. 61 62 63 64 65 66 67 68 69
- 8. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify, defend, and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement herein by this reference) is correct. Seller authorizes Listing Firm to provide the property information in this Agreement and the attached Listing Input Sheets to prospective buyers, to cooperating members of MLS who do not represent Seller and, in some instances, may represent the buyer, and to licensed brokers who are not members of MLS, subject to any restrictions imposed by Seller. 70 71 72 73 74 75 76 77 78 79
- 9. FAIR HOUSING.** Seller acknowledges that fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 80 81 82 83
- 10. SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as broker compensation. Listing Firm will not represent or assist Seller 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 Home-owner" (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. 84 85 86 87 88 89 90 91 92 93
- 11. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Listing Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential)), or Form 17 Commercial. Seller agrees to indemnify, defend and hold Listing Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 94 95 96 97 98

**EXCLUSIVE SALE AND LISTING AGREEMENT**

**12. CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. 99  
Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other 100  
fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, 101  
assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of 102  
the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the 103  
Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is a foreign person or entity, and the sale is not 104  
otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will 105  
be withheld for payment to the Internal Revenue Service. 106

**13. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated 107  
damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom 108  
and the balance divided equally between Seller and Firm. 109

**14. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is 110  
successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall 111  
be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be 112  
fixed by the court. The venue of any suit shall be the county in which the Property is located. 113

**15. SELLER OPT-OUT.** Check one if applicable: 114

a.  I have advised my broker that I do not want the listed property to be displayed on the Internet; or 115

b.  I have advised my broker that I do not want the address of the listed property to be displayed on the Internet. 116

c. I understand and acknowledge that, if I have selected option (a), consumers who conduct searches for listings 117  
on the Internet will not see information about the listed property in response to their search. 118

Initials of Seller (if (a) or (b) are selected): \_\_\_\_\_ 119

\_\_\_\_\_  
Seller's Signature Date Listing Firm 120

\_\_\_\_\_  
Seller's Signature Date Broker's Signature Date 121