

**BUYER'S AGENCY AGREEMENT**

This Buyer's Agency Agreement is made this \_\_\_\_\_ between \_\_\_\_\_  
\_\_\_\_\_ ("Firm")  
and \_\_\_\_\_ ("Buyer").  
Buyer Buyer

**1. AGENCY.** Firm appoints \_\_\_\_\_ ("Selling Broker")  
to represent Buyer. This Agreement creates an agency relationship with Selling Broker and any of Firm's brokers  
who supervise Selling Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers affiliated  
with Firm are agents of Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on  
Buyer's behalf as and when needed. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real  
Estate Agency."

**2. AREA.** Selling Broker's services will be limited to real property located in the following geographical areas:  
\_\_\_\_\_  
\_\_\_\_\_ (unlimited if not filled in) ("Area").

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

**4. COMPENSATION AND SCOPE OF AGENCY.** This Agreement creates an  exclusive;  non-exclusive (non-  
exclusive if not checked) agency relationship. Buyer shall pay Firm compensation as follows:

\_\_\_\_\_ % of purchase price;  \$ \_\_\_\_\_;  other:

**a. Compensation Offered by Seller.** Firm will utilize a multiple listing service ("MLS") to locate properties and  
sellers may offer Firm compensation for procuring a buyer. Firm will disclose any compensation offered by the  
seller to Firm prior to preparing any offer. In the event that the compensation offered by the seller is equal to  
or greater than the compensation provided for by this Agreement, no compensation is due to Firm from Buyer.  
In the event that the compensation offered by the seller to Firm is less than the compensation provided in this  
Agreement, Buyer will pay the difference to Firm at the time of closing. If any of Firm's brokers act as a dual  
agent, Firm shall receive the compensation offered by the seller to the listing firm and selling firm and any  
additional compensation Firm may have negotiated with the seller.

**b. Exclusive.** If the parties agree to an exclusive relationship above and if Buyer shall, during the course of this  
Agreement, purchase a property located in the Area, then Buyer shall pay to Firm the compensation provided  
for herein. If Buyer shall, within six (6) months after the expiration or termination of this Agreement, purchase  
a property located in the Area that, during the term of this Agreement was (1) brought to the attention of Buyer  
by the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or  
(2) a property that Buyer inquired about to Firm, then Buyer shall pay to Firm the compensation provided for  
herein.

**c. Non-Exclusive.** If the parties agree to a non-exclusive relationship above and if Buyer shall, during the  
course of or within six (6) months after the expiration or termination of this Agreement, purchase a property  
that, during the term of this Agreement, was (1) brought to the attention of Buyer by the efforts or actions of  
Firm, or through information secured directly or indirectly from or through Firm; or (2) a property that Buyer  
inquired about to Firm, then Buyer shall pay to Firm the compensation provided for herein.

**5. FIRM'S LISTINGS/SELLING BROKER'S OWN LISTINGS/DUAL AGENCY.** If Selling Broker locates a property  
listed by one of Firm's brokers other than Selling Broker ("Listing Broker"), Buyer consents to any Supervising  
Broker, who also supervises Listing Broker, acting as a dual agent. Further, if Selling Broker locates a property  
listed by Selling Broker, Buyer consents to Selling Broker and Supervising Broker acting as dual agents.

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

## BUYER'S AGENCY AGREEMENT

*Continued*

- 6. 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
- 7. 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 Selling Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors. 49-51
- 8. V.A. TRANSACTIONS.** Due to VA regulations, VA financed transactions shall be conditioned upon the full compensation being paid by the seller. 52-53
- 9. 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
- 10. 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. 60-62
- 11. OTHER AGREEMENTS (none if not filled in).** 63-66

Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy. 67

\_\_\_\_\_  
Buyer Date Firm (Company) 68

\_\_\_\_\_  
Buyer Date By: (Selling Broker) 69

\_\_\_\_\_  
Address 70

\_\_\_\_\_  
City, State, Zip 71

\_\_\_\_\_  
Phone Fax 72

\_\_\_\_\_  
E-mail Address 73