BUYER'S AGENCY AGREEMENT

This Buyer's Agency Agreement is made this				
		("Real Estate Firm" or "Firm")	2	
an		("Buyer").	3	
	Buyer	Buyer		
1.		("Selling Broker") ("Selling Broker") y relationship with Selling Broker and any of Firm's brokers		
		's agent ("Supervising Broker"). No other brokers affiliated		
		nat Firm, in its discretion, appoints other brokers to act on		
	Buyer's behalf as and when needed. Buyer acknowl	edges receipt of the pamphlet entitled "The Law of Real	8	
	Estate Agency."		9	

- 2. EXCLUSIVE OR NON-EXCLUSIVE. This Agreement creates a D sole and exclusive; D 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 13
- (unlimited if not filled in) ("Area"). 14
- FIRM'S LISTINGS/SELLING BROKER'S OWN LISTINGS/DUAL AGENCY. If Selling Broker locates a property 15 4 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
- _ (120 days from signing if not filled in) or bv 19 TERM OF AGREEMENT. This Agreement will expire _____ 5. 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
- 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:

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- 30
- 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: _____

Form 41A Buyer's Agency Agreement

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- c. MLS. Firm will utilize a multiple listing service ("MLS") to locate properties and MLS rules may require the 43 seller to compensate Firm by apportioning a commission between the Listing Firm and Firm. Firm will disclose 44 any such commission or bonuses offered by the seller prior to preparing any offer. Buyer will be credited with 45 any commission or bonus so payable to Firm. In the event that said commission and any bonus is less than 46 the compensation provided in this Agreement, Buyer will pay the difference to Firm at the time of closing. In 47 the event that said commission and any bonus is equal to or greater than the compensation provided for by 48 this Agreement, no compensation is due to Firm herein. If any of Firm's brokers act as a dual agent, Firm 49 shall receive the listing and selling commission paid by the seller plus any additional compensation Firm may 50 have negotiated with the seller. All such compensation shall be credited toward the fee specified above. 51
- 9. V.A. TRANSACTIONS. Due to VA regulations, VA financed transactions shall be conditioned upon the full 52 commission being paid by the seller. 53
- 10. NO DISTRESSED HOME CONVEYANCE. Firm will not represent or assist Buyer in a transaction that is a 54 "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A 55 "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed 56 Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the 57 property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed 58 Homeowner an interest in, or portion of the proceeds from a resale of the property. 59
- 11. ATTORNEYS' FEES. In the event of suit concerning this Agreement, including claims pursuant to the Washington 60 Consumer Protection Act, the prevailing party is entitled to court costs and a reasonable attorney's fee. The 61 venue of any suit shall be the county in which the property is located. 62

Puwer has read and approved this Agreement and hereby asknowledges respirit of a conv

12. OTHER AGREEMENTS (none if not filled in).

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uyer has read and approves this	s read and approves this Agreement and hereby acknowledges receipt of a copy.		0
Buyer	Date	Firm (Company)	6
Buyer	Date	By: (Selling Broker)	6
Address			7
			7
City, State, Zip			7
Phone	Fax		7
E-mail Address			,