



BUYER BROKERAGE SERVICES AGREEMENT

This Buyer Brokerage Services Agreement (“Agreement”) is made between _____ (“Buyer”) and _____ (“Firm”).

1. **AGENCY.** Buyer authorizes Firm to appoint _____ as “Buyer’s Broker” to represent Buyer for the identification and purchase of real property (a “Property”) from a seller (“Seller”). The term “purchase” includes a contract to purchase, an exchange or contract to exchange, or an option to purchase. This Agreement creates an agency relationship between Buyer and Buyer’s Broker and any of Firm’s managing brokers, including Firm’s Designated Broker, who supervise Buyer’s Broker (“Supervising Broker”). No other brokers affiliated with Firm are agents of Buyer. Buyer acknowledges receipt of the pamphlet entitled “Real Estate Brokerage in Washington.”

2. **GENERAL DESCRIPTION OF PROPERTY.** Firm will search for property in the _____ with the following characteristics: (unlimited if not filled in)

SIZE: _____
LOCATION: _____
PRICE RANGE: _____
TERMS: _____
SPECIAL REQUIREMENTS: _____

3. **TERM OF AGREEMENT.** This Agreement commences on _____, 20____ (the “Effective Date”) and expires _____ days (60 if not filled in) after the Effective Date (the “Term”).

4. LIMITED DUAL AGENCY.

a. Buyer’s Broker as Limited Dual Agent. If initialed below, Buyer consents to Buyer’s Broker and Supervising Broker acting as limited dual agents with respect to property that is listed by Buyer’s Broker. Buyer acknowledges that, as a limited dual agent, RCW 18.86.060 prohibits Buyer’s Broker from advocating terms favorable to Buyer to the detriment of the seller and further limits Buyer’s Broker’s representation of Buyer.

_____	_____	_____	_____
Buyer’s Initials	Date	Buyer’s Initials	Date

b. Firm Limited Dual Agency. If Buyer purchases, leases, or options a property listed by one Firm’s brokers other than Buyer’s Broker (“Seller’s Broker”), Buyer consents to any Supervising Broker who also supervises Seller’s Broker acting as a limited dual agent.

If Firm acts as a limited dual agent, Firm is entitled to compensation payable under this Agreement together with any compensation Firm may have negotiated with the Seller.

5. COMPENSATION.

a. Compensation. Buyer agrees to pay \$ _____ or _____ % of the purchase price upon closing of the purchase of the Property (the “Compensation”).

b. Compensation Offered by Seller. Seller may, but is not required to, offer to compensate a broker procuring a buyer (“Seller’s Offer”). Buyer consents to Firm receiving compensation from more than one party and to sharing of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030. In the event the compensation paid by Seller to Firm is less than the Compensation, Buyer will pay the difference to Firm. In the event the compensation paid by Seller is equal to or greater than the Compensation, no payment is due to Firm from Buyer. The amount of compensation paid by

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Seller (if any) that is greater than the Compensation will be paid to Firm; credited to Seller; or other: _____.

c. Other Compensation.

Retainer Fee. Buyer shall pay Firm a nonrefundable retainer fee of \$_____, payable on the Effective Date. The retainer shall be credited against any Compensation to which Firm shall become entitled under this Agreement.

Other_____.

6. **SCOPE OF AGENCY.** Check one: (“Non-Exclusive Agency” if neither is checked)

Exclusive Agency. This Agreement creates an exclusive agency relationship between the parties. If Buyer or Buyer’s Affiliate shall, during the Term, purchase a Property within the scope of this Agreement, then Buyer shall pay the Compensation to Firm. If Buyer, within ___ days (60 if not filled in) after the expiration or termination of this Agreement, purchases a Property covered by this Agreement that 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.

Non-Exclusive Agency. This Agreement creates a non-exclusive agency relationship between the parties. If Buyer or Buyer’s Affiliate, during the Term, purchases a Property within the scope of this Agreement that Buyer learned about during the Term through the efforts of Firm, then Buyer shall pay the Compensation to Firm. If Buyer, within ___ days (60 if not filled in) after the expiration or termination of this Agreement, purchases a Property that 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.

“Affiliate” means any person or entity which has more than a 10% ownership or voting interest in Buyer or any entity in which more than 10% of the ownership or voting interests are owned or controlled by Buyer.

7. **PROPERTY SHOWINGS**

a. Showing Properties. Buyer’s Broker shall; shall not (shall if not checked) be obligated to show properties to Buyer for which there is no Seller’s Offer and Buyer has not agreed to pay the Compensation.

b. Properties Brought to Buyer’s Attention. Buyer’s Broker shall bring properties to the attention of Buyer, regardless of Seller’s Offer.

Exceptions: _____.

8. **REPRESENTATIONS AND WARRANTIES.** Firm makes no representations or warranties about the value or suitability of any property that Firm may identify for Buyer. Buyer acknowledges that Firm does not have expertise in such matters and recommends that Buyer obtain the advice of competent experts.

9. **ATTORNEYS’ FEES.** In the event of a suit concerning this Agreement, including claims pursuant to the Washington Consumer Protection Act, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs. The venue of any such suit shall be in the county in which Firm is located.

10. **ADDITIONAL TERMS.** _____



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DRAFT



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DATED this _____ day of _____, 20_____.

BUYER

Buyer/Authorized Signature

Name: _____

Title _____

Date _____

Buyer/Authorized Signature

Name: _____

Title _____

Date _____

FIRM

Firm (Company)
Office

Authorized Signature

Name: _____

Date: _____

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