

BUYER BROKERAGE SERVICES AGREEMENT

This Buyer Brokerage Services Agreement ("Agreement") is made this _____ (date) by and between _____ (the "Buyer") and Best Choice Realty, Inc., a Washington corporation, ("Best Choice Realty"). Best Choice Realty appoints _____ to be the Buyer's real estate broker (the "Buyer Broker"). This Agreement creates an agency relationship with the Buyer Broker and any of Best Choice Realty's managing brokers who supervise Buyer Broker ("Supervising Broker"). No other brokers affiliated with Best Choice Realty are agents of Buyer.

1. **AGENCY.** In consideration of the services to be rendered by Best Choice Realty and the Buyer Broker, the Buyer grants to Best Choice Realty from the date hereof until midnight sixty (60) days from the date hereof or _____, (date) whichever is greater (the "Term") an ☐ exclusive right ("Exclusive Right) or ☐ non-exclusive right ("Non-Exclusive Right) (Exclusive Right if neither box is checked) to represent the Buyer in the acquisition of real property; provided however, if this Agreement expires while Buyer is a party to a purchase and sale agreement and represented by Best Choice Realty as indicated in the purchase and sale agreement, the Term shall automatically extend until the sale is closed or the purchase and sale is terminated. As used in this Agreement, "acquisition of real property" shall include any purchase, option, or lease to own property. The term "Seller" shall include a lessor or optionor. If an Exclusive Right is granted, Buyer represents and warrants that it is not currently a party to any other buyer brokerage services agreement related to the acquisition of real property in the Area.
2. **SERVICES.** The Buyer Broker will exercise a good faith effort to locate and show real property in the Area to Buyer, prepare, and negotiate offers, and perform applicable services to facilitate the closing of an acquisition of real property or commercial lease; The Buyer Broker will work at all times in Buyer's best interest, including duties specified in RCW 18.86.050. If an Exclusive Right is granted: (a) Buyer will work exclusively with Best Choice Realty and Buyer Broker during the Term of this Agreement, and, not with any other broker, salesperson, or owners with respect to viewing properties; and (b) Buyer will refer to Buyer Broker all inquiries in any form from other brokers, salespersons, owners, or other sources. Whether an Exclusive Right or Non-exclusive Right is granted: (a) Buyer will furnish Buyer Broker with necessary personal and financial information and will not unreasonably withhold consideration of properties submitted which meet Buyer's specifications as outlined by Buyer Broker; and (b) Buyer will be available to meet with Buyer Broker at reasonable times and places to see properties.

Other provision(s): _____

3. **AREA.** The Broker will search for real property for the Buyer within the geographical area of _____ (Washington State if not filled in) (the "Area").
4. **LIMITED DUAL AGENCY.**
 - a. **Buyer Broker as Limited Dual Agent.** If initialed below, Buyer consents to Buyer Broker and Supervising Broker acting as limited dual agents in the sale of property that is listed by Buyer Broker. Buyer acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Buyer Broker from advocating terms favorable to Buyer to the detriment of the seller and further limits Buyer Broker's representation of Buyer.

BUYER INITIALS _____ BUYER INITIALS _____

- b. **Best Choice Realty Limited Dual Agency.** If Buyer acquires a property listed by one of Best Choice Realty's brokers other than Buyer Broker ("Listing Broker"), Buyer consents to any Supervising Broker, who also supervises Listing Broker, acting as a limited dual agent.
- c. **Best Choice Realty May Represent Other Buyers and Competing Buyers.** Buyer understands that other potential buyers may consider, make offers on, or acquire through Best Choice Realty the same properties as, or similar properties to, those Buyer is seeking to acquire. Buyer consents to Best Choice Realty's representation of such other potential buyers before, during and after the expiration of the Agreement. Buyer agrees that different Best Choice Realty brokers, may represent different buyers in competing transactions involving the same property, and that this shall not be considered action by Best Choice Realty that is adverse or detrimental to the interests of either Buyer, nor shall it be considered a conflict of interest on the part of Best Choice Realty.

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5. **SELLER COMPENSATION OFFER.** Seller may, but is not required to, offer compensation to Best Choice Realty for representing Buyer in the acquisition of seller's real property ("Seller's Offer"). Seller's Offer is disclosed in the listing, shall be stated in the purchase and sale agreement, and may be accepted by Buyer, on behalf of Best Choice Realty, in the purchase and sale agreement.
6. **COMPENSATION.** Buyer shall pay Best Choice Realty compensation as follows:
- a. A retainer fee in the amount of \$_____ (\$0.00 if not filled in) which is non-refundable. However, the retainer fee shall be a credit against any Buyer's Fee earned and paid as provided herein. This retainer fee is not applicable to VA transactions.
 - b. A consultation fee in the amount of \$_____ (\$0.00 if not filled in) for performance of the following services: _____.
The consultation fee is separate and distinct from the Buyer's Fee.
 - c. A fee equal to \$_____ or _____% of the purchase price (3% if not filled in) (the "Buyer's Fee").
 - d. If Buyer Broker is a limited dual agent and represents both Buyer and the seller, then the Buyer's Fee shall be \$_____ or _____% of the purchase price (equal to the amount in subsection 6(c) if not filled in).
 - e. In the event there is either: (i) No Seller's Offer in the listing; or (ii) Seller has not signed a listing agreement, the Buyer authorizes the Buyer Broker to include in any offer of acquisition of real property a requirement that the Seller pay the Buyer's Fee. In the event the Seller's Offer is less than the Buyer's Fee, the Buyer authorizes Buyer Broker to include in any offer of acquisition of real property a requirement that the Seller offer additional compensation to Best Choice Realty such that total compensation from the Seller to Best Choice Realty shall equal the Buyer's Fee. In the event the Seller's Offer is equal to or greater than the Buyer's Fee, no compensation is due to Best Choice Realty from Buyer. In the event the Seller's Offer exceeds the Buyer's Fee, Best Choice Realty will retain the difference. Should a Seller fail to close through no fault of Buyer, fees payable pursuant to Subsection 6(c) or 6(d) shall be waived. Should Buyer default, the full Buyer's Fee shall be due and payable to Best Choice Realty immediately by Buyer. Buyer acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law.
 - f. If an Exclusive Right is granted and Buyer or any person or entity affiliated with Buyer shall during the Term or within one hundred eighty (180) days after the end of the Term, enter into a contract for acquisition of real property, that during the Term was (1) brought to the attention of Buyer by the efforts or actions the Buyer Broker or Best Choice Realty, or through information secured directly or indirectly through the Buyer Broker or Best Choice Realty; or (2) a property that Buyer inquired about with Buyer Broker or Best Choice Realty, then Buyer unconditionally agrees to compensate or cause Best Choice Realty to be compensated the Buyer's Fee, at time of closing of the transaction in the same manner and amount as outlined in Subsection 6(c) or 6(d). Upon the happening of any of the events described in the preceding sentence, Best Choice Realty's Buyer's Fee shall be deemed to be fully earned and obligations by Buyer Broker hereunder shall be deemed to have been satisfactorily fulfilled even though Buyer shall be awaiting the closing of a transaction and the Term of this Agreement may or may not have then ended. In that event, Buyer Broker shall be under no duty or obligation to bring any other properties to Buyer's attention; provided, however, if compensation is paid to another member(s) of a multiple listing service in conjunction with such contract, the amount of Buyer's Fee payable to Best Choice Realty shall be reduced by the amount paid to such other member(s).
 - g. Buyer consents to Best Choice Realty receiving the Buyer's Fee from more than one party and to sharing of Buyer's Fee between firms, provided that any terms and amounts offered to or by Best Choice Realty as disclosed by RCW 18.86.030 and any amounts paid to Best Choice Realty shall be reduced by the amount paid to such other firm(s).
7. **SHOWINGS, LISTINGS, VA FINANCING.**
- a. Buyer Broker shall not be obligated to show properties to Buyer or bring listings to the Buyer for which there is no Seller's Offer and Buyer has not agreed to pay the Buyer's Fee.

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- b. Due to VA regulations, if Buyer is obtaining VA financing, the Buyer's Fee must be paid by seller.
8. **DISCLAIMER.** Buyer understands that neither Best Choice Realty nor the Buyer Broker is an expert in matters of law, tax, financing, surveying, engineering, structural, environmental, or other physical conditions of the property. Buyer acknowledges that Buyer Broker has advised Buyer to seek expert assistance for advice on such matters. Neither Best Choice Realty nor the Buyer Broker makes any warranties or guarantees concerning the services of such experts or their products, the condition of property, the absence of defects therein, or the suitability of such property for Buyer's purposes. Neither Best Choice Realty nor the Buyer Broker make any representation of the value or suitability of the property for Buyer's purposes. Buyer agrees to indemnify and hold Best Choice Realty and Buyer Broker harmless from any and all loss, cost, expense, attorney fees, damage or claim arising out of this Agreement, including without limitation, liability resulting from incomplete or inaccurate information provided to Best Choice Realty or Buyer Broker by Buyer or Buyer's other service providers.
9. **INFORMATION AND DISCLOSURE RECEIPT.** The Buyer acknowledges receipt of a copy of the following information and disclosures: (CHECK IF PROVIDED)
- A. ☐ Real Estate Brokerage in Washington Pamphlet;
- B. ☐ Mold & Moisture and Your Home Booklet;
- C. ☐ Lead Based Paint Pamphlet;
- D. ☐ Wire Fraud Pamphlet;
- E. ☐ Tacoma Side Sewer Flyer;
- F. ☐ Buyer's Disclosure in a Seller's Market;
- G. ☐ Important Information for Buyer's Flyer.
11. **INSPECTION RECOMMENDED.** Best Choice Realty recommends that any offer to acquire a property be conditioned on an inspection of the property and its improvements conducted by a licensed inspector. Best Choice Realty and Buyer Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors.
12. **INSPECTOR REFERRAL DISCLOSURE.** Washington State law requires that a real estate broker, who refers a home inspector to a buyer with whom the broker has a current or past relationship including, but not limited to, a business or familial relationship, fully disclose in writing to the buyer the nature of the relationship.

The Buyer Broker makes the following disclosure regarding the below Inspector(s) referred by Buyer Broker to Buyer:

Name of Inspector: _____	Nature of Relationship: _____
Name of Inspector: _____	Nature of Relationship: _____
Name of Inspector: _____	Nature of Relationship: _____

10. **MORTGAGE DISCLOSURE.** Buyer acknowledges that Best Choice Realty has a business relationship with Movement Mortgage in which it has agreed to provide advertising of Movement Mortgage's services. Best Choice Realty is not a loan originator. Buyer is not required to use Movement Mortgage's services in connection with the acquisition of property during their real estate transaction. Buyer is encouraged to comparison shop with other mortgage brokers and lenders and to select any mortgage broker or lender of their choosing that offers the best loan terms for their transaction. This Disclosure is provided to ensure Buyer understands that this Agreement with Best Choice Realty does not obligate Buyer to use any loan originator and the terms and conditions of this Agreement, including but not limited to fees for real estate services, contain the entire agreement between Buyer and Best Choice Realty.

☐ **CHECK IF INCLUDED. Buyer Broker is a Loan Originator.** Buyer has been informed and understands that Buyer Broker is also a loan originator for a third-party mortgage company, which company is not an affiliate, subsidiary, or parent of Best Choice Realty. Should the Buyer Broker offer service as loan originator, he/she

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does so independently of his/her relationship with Best Choice Realty. Best Choice Realty does not supervise, oversee, or in any manner become involved in the financing of Buyer's prospective purchase. Buyer is not required to use the Buyer Broker as a loan originator and is encouraged to seek independent advice or legal counsel before doing so to ensure Buyer is fully informed of any potential conflict of interest, mortgage and finance laws or other matters.

13. **NO DISTRESSED HOME CONVEYANCE.** Best Choice Realty will not represent or assist the Buyer in a transaction that is a "Distressed Home Conveyance" as defined by RCW 61.34. A "Distressed Home Conveyance" is a transaction that allows the seller to continue to occupy the property and promises to convey the property back to the Distressed Homeowner or a Homeowner an interest in or portion of the proceeds from the resale of the real property.
14. **ALTERNATIVE DISPUTE RESOLUTION.** In connection with the acquisition of property, Buyer covenants, stipulates and agrees the resolution of any dispute or controversy arising out of or relating to this Agreement or concerning the property covered hereby, or the breach, termination, or validity thereof, as follows: That the transaction contemplated in this Agreement directly involves interstate commerce, and said transaction has been and will continue to be regulated by the laws of the United States of America; and, that the contract(s) entered into by the parties concerning the property evidence transactions involving and affecting commerce. The parties agree that all disputes not barred by applicable statutes of limitations or otherwise barred by law, resulting from or arising out of this Agreement or the acquisition contemplated shall be submitted to binding arbitration, pursuant to the provisions of RCW 7A. et. seq. using Washington Mediation and Arbitration Services (WAMS) in the county where the property being sold is located. The prepaid arbitration filing fees and all other prepaid costs of the arbitration proceeding shall be paid by the party seeking to invoke arbitration, with the assignment of those costs to be divided between the parties as the arbitrator determines. It is hereby agreed that it is the intent of the parties that the Arbitrator's Award is to be final and binding and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof. ARBITRATION SHALL BE IN LIEU OF ANY CIVIL LITIGATION IN ANY COURT AND IN LIEU OF ANY TRIAL BY JURY.
15. **ATTORNEYS' FEES.** In the event of dispute concerning this Agreement, including arbitration and claims pursuant to the Washington Consumer Protection Act, the prevailing party is entitled to court costs and reasonable attorney's fees. The venue for any dispute shall be the county in which the real property is located.
16. **FAIR HOUSING.** Local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial 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.
17. **OTHER.** This Agreement contains the full and entire agreement between the Buyer and Best Choice Realty and supersedes any prior or contemporaneous agreements, if any, whether in writing or oral between the parties. Each party acknowledges receipt of a copy of this Agreement. This Agreement may not be canceled or modified, except in writing that is signed by both of the parties.

The Buyer has read and approves this Agreement.

BUYER

Buyer Date

Buyer Date

Phone

Email Address

BEST CHOICE REALTY

By: _____
Its: Authorized Agent