

Best Choice
R E A L T Y
BUYER BROKERAGE SERVICE 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” or “Buyer Brokerage Firm” or “Firm”).

1. AGENCY.

- a. **Buyer Broker.** Buyer Brokerage Firm appoints _____ (“Buyer Broker”) to represent Buyer as their real estate broker. This Agreement creates an agency relationship with the Buyer Broker and any of Buyer Brokerage Firm’s managing brokers who supervise Buyer Broker (“Supervising Broker”) during the term of the Agreement. No other brokers affiliated with Buyer Brokerage Firm are agents of Buyer.
- b. **Co-Buyer Broker.** Buyer Brokerage Firm appoints _____ (“Co-Buyer Broker”) to represent Buyer as their real estate broker with the Buyer Broker. This Agreement creates an agency relationship with the Co-Buyer Broker and any of Buyer Brokerage Firm’s managing brokers who supervise Buyer Broker (“Supervising Broker”) during the term of the Agreement. No other brokers affiliated with Buyer Brokerage Firm are agents of Buyer.
- c. **Term.** In consideration of the services to be rendered by Buyer Brokerage Firm and the Buyer Broker, the Buyer grants to Buyer Brokerage Firm 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 Buyer Brokerage Firm 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. 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 Buyer will be available to meet with Buyer Broker at reasonable times and places to see properties. If an Exclusive Right is granted: (a) Buyer will work exclusively with Buyer Brokerage Firm 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.

3. **AREA.** The Buyer Broker shall represent the Buyer for the first and second properties toured by Buyer and Buyer Broker together, for the third and all successive tours the Buyer Broker shall 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 _____

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- b. **Buyer Brokerage Firm Limited Dual Agency.** If Buyer acquires a property listed by one of Buyer Brokerage Firm'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. 47-49
- c. **Buyer Brokerage Firm May Represent Other Buyers and Competing Buyers.** Buyer understands that other potential buyers may consider, make offers on, or acquire through Buyer Brokerage Firm the same properties as, or similar properties to, those Buyer is seeking to acquire. Buyer consents to Buyer Brokerage Firm's representation of such other potential buyers before, during and after the expiration of the Agreement. Buyer agrees that different Buyer Brokerage Firm brokers, may represent different buyers in competing transactions involving the same property, and that this shall not be considered action by Buyer Brokerage Firm that is adverse or detrimental to the interests of either Buyer, nor shall it be considered a conflict of interest on the part of Buyer Brokerage Firm. 50-57
5. **SELLER COMPENSATION OFFER.** Seller may, but is not required to, offer compensation to Buyer Brokerage Firm 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 Buyer Brokerage Firm, in the purchase and sale agreement. Buyer Broker shall bring listings to the attention of Buyer, regardless of Seller's Offer. 58-62
6. **COMPENSATION.** Buyer Brokerage Firm may not receive any compensation for brokerage services provided to Buyer from any source greater than the amount set forth in this section 6 or any subsequent amendment hereto. The compensation for Buyer Brokerage Firm's services (the "Compensation") shall be: 63-65
- a. **Retainer Fee.** 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. Buyer will be invoiced for these fees and services by Buyer Brokerage Firm, and work will commence upon payment of fees. 66-69
- b. **Consultation Fee.** 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. Buyer will be invoiced for these fees and services by Buyer Brokerage Firm, and work will commence upon payment of fees. 70-73
- c. **Per Hour or Per Property.** The following amount \$_____ (select one) per hour or per property (\$0.00 if not filled in). Buyer will be invoiced for these fees and services by Buyer Brokerage Firm and agrees to pay these fees on or before _____ (date). 74-76
- d. **Percentage of Purchase Price or Flat Fee.** A fee equal to \$_____ or _____% of the purchase price (3%, if not filled in) (the "Buyer's Fee"). 77-78
- e. **Limited Dual Agent.** 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 (d) if not filled in). 79-81
- f. **Unrepresented Seller.** If the seller is not represented by a licensed real estate firm, then the Buyer's Fee shall be \$_____ or _____% of the purchase price (equal to the amount in subsection 6 (d) if not filled in). 82-84
- g. **Seller Compensation Offer.** 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 Buyer Brokerage Firm such that total compensation from the Seller to Buyer Brokerage Firm 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 Buyer Brokerage Firm from Buyer. In the event the Seller's Offer exceeds the Buyer's Fee, the Buyer may request, subject to lender's approval, that the difference be credited to the Buyer's obligations at closing. For any amount not approved by lender, Buyer may request that it be applied to the purchase price. Should a Seller fail to close through no fault of Buyer, fees payable pursuant to subsection 6 (d) or 6 (e) 85-95

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- shall be waived. Should Buyer default, the full Buyer's Fee shall be due and payable to Buyer Brokerage Firm 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. 96-98
- h. **Compensation After Expiration.** If an Exclusive Right is granted and Buyer or any person or entity affiliated with Buyer shall during the Term or within _____ days after the end of the Term (180 days if not filled in), 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 Buyer Brokerage Firm, or through information secured directly or indirectly through the Buyer Broker or Buyer Brokerage Firm; or (2) a property that Buyer inquired about with Buyer Broker or Buyer Brokerage Firm, then Buyer unconditionally agrees to compensate or cause Buyer Brokerage Firm 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 (d) or 6 (e). Upon the happening of any of the events described in the preceding sentence, Buyer Brokerage Firm'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 Buyer Brokerage Firm shall be reduced by the amount paid to such other member(s). 99-114
- i. **Additional Consent.** Buyer consents to Buyer Brokerage Firm receiving the Buyer's Fee from more than one party, provided that any terms offered to Buyer Brokerage Firm are disclosed by RCW 18.86.030 and any amounts paid to Buyer Brokerage Firm shall be reduced by the amount paid to such other firm(s). 115-118
7. **VA FINANCING.** If Buyer is obtaining VA financing, VA regulations may require Buyer's Fee to be paid by seller. 119-120
8. **DISCLAIMER.** Buyer understands that neither Buyer Brokerage Firm 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 Buyer Brokerage Firm 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 Buyer Brokerage Firm 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 Buyer Brokerage Firm 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 Buyer Brokerage Firm or Buyer Broker by Buyer or Buyer's other service providers. 121-131
9. **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. 132-136
10. **NO DISTRESSED HOME CONVEYANCE.** Buyer Brokerage Firm 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. 137-141
11. **INSPECTION RECOMMENDED.** Buyer Brokerage Firm recommends that any offer to acquire a property be conditioned on an inspection of the property and its improvements conducted by a licensed inspector. Buyer Brokerage Firm and Buyer Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors. 142-144



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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: _____
13. **MORTGAGE DISCLOSURE.** Buyer acknowledges that Buyer Brokerage Firm has a business relationship with _____ (Paramount Residential Mortgage Group, if not filled in) and _____ (none, if not filled in) in which it has agreed to provide advertising of services. Buyer Brokerage Firm is not a loan originator. Buyer is not required to use this mortgage broker'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 Buyer Brokerage Firm 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 Buyer Brokerage Firm.
- a. **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 Buyer Brokerage Firm. Should the Buyer Broker offer service as loan originator, he/she does so independently of his/her relationship with Buyer Brokerage Firm. Buyer Brokerage Firm 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.
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. **OTHER.** This Agreement contains the full and entire agreement between the Buyer and Buyer Brokerage Firm and supersedes any prior or contemporaneous agreements, if any, whether in writing or oral between



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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. 192
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17. **INFORMATION AND DISCLOSURE RECEIPT.** The Buyer acknowledges receipt of a copy of the following information and disclosures: (CHECK IF PROVIDED) 194
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- a. **P1** Real Estate Brokerage in Washington Pamphlet; 196
- b. **P2** Lead Based Paint Pamphlet; 197
- c. **P3** Mold & Moisture and Your Home Booklet; 198
- d. **P6** Wire Fraud Pamphlet; 199
- e. **P7** Important Information for Buyer's Flyer. 200
- f. Tacoma Side Sewer Flyer; 201
- g. **BCR** Buyer's Disclosure in a Seller's Market; 202
- h. _____ 203

The Buyer has read and approves this Agreement. 204

BUYER

BUYER BROKERAGE FIRM

Best Choice Realty, Inc., a Washington corporation

Buyer Date

By:

Buyer Date

Its: Authorized Agent
Office: 206.886.3986
Support@BestChoiceRealtyWA.com

Phone

Email Address