



**BUYER BROKERAGE SERVICE AGREEMENT**

This Buyer Brokerage Services Agreement (“Agreement”) is made this \_\_\_\_\_ (date) by and between \_\_\_\_\_ (the “Buyer”) and \_\_\_\_\_ a Washington Limited Liability Company, (“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. 48  
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- c. **Buyer Brokerage Firm May Represent Other Buyers and Competing Buyers.** Buyer understands 51  
that other potential buyers may consider, make offers on, or acquire through Buyer Brokerage Firm the 52  
same properties as, or similar properties to, those Buyer is seeking to acquire. Buyer consents to Buyer 53  
Brokerage Firm’s representation of such other potential buyers before, during and after the expiration 54  
of the Agreement. Buyer agrees that different Buyer Brokerage Firm brokers, may represent different 55  
buyers in competing transactions involving the same property, and that this shall not be considered 56  
action by Buyer Brokerage Firm that is adverse or detrimental to the interests of either Buyer, nor shall 57  
it be considered a conflict of interest on the part of Buyer Brokerage Firm. 58
- 5. **SELLER COMPENSATION OFFER.** Seller may, but is not required to, offer compensation to Buyer 59  
Brokerage Firm for representing Buyer in the acquisition of seller’s real property (“Seller’s Offer”). Seller’s 60  
Offer is disclosed in the listing, shall be stated in the purchase and sale agreement, and may be accepted 61  
by Buyer, on behalf of Buyer Brokerage Firm, in the purchase and sale agreement. Buyer Broker shall bring 62  
listings to the attention of Buyer, regardless of Seller’s Offer. 63
- 6. **COMPENSATION.** Buyer Brokerage Firm may not receive any compensation for brokerage services 64  
provided to Buyer from any source greater than the amount set forth in this section 6 or any subsequent 65  
amendment hereto. The compensation for Buyer Brokerage Firm’s services (the “Compensation”) shall be: 66
  - a. **Retainer Fee.** A retainer fee in the amount of \$\_\_\_\_\_ (\$0.00 if not filled in) which is non- 67  
refundable. However, the retainer fee shall be a credit against any Buyer’s Fee earned and paid as 68  
provided herein. Buyer will be invoiced for these fees and services by Buyer Brokerage Firm, and work 69  
will commence upon payment of fees. 70
  - b. **Consultation Fee.** A consultation fee in the amount of \$\_\_\_\_\_ (\$0.00 if not filled in) for 71  
performance of the following services: \_\_\_\_\_. 72  
The consultation fee is separate and distinct from the Buyer’s Fee. Buyer will be invoiced for these fees 73  
and services by Buyer Brokerage Firm, and work will commence upon payment of fees. 74
  - c. **Per Hour or Per Property.** The following amount \$\_\_\_\_\_ (select one)  per hour or  per 75  
property (\$0.00 if not filled in). Buyer will be invoiced for these fees and services by Buyer Brokerage 76  
Firm and agrees to pay these fees on or before \_\_\_\_\_ (date). 77
  - d. **Percentage of Purchase Price or Flat Fee.** A fee equal to \$\_\_\_\_\_ or \_\_\_\_\_% of the 78  
purchase price (3%, if not filled in) (the “Buyer’s Fee”). 79
  - e. **Limited Dual Agent.** If Buyer Broker is a limited dual agent and represents both Buyer and the seller, 80  
then the Buyer’s Fee shall be \$\_\_\_\_\_ or \_\_\_\_\_% of the purchase price (equal to the 81  
amount in subsection 6 (d) if not filled in). 82
  - f. **Unrepresented Seller.** If the seller is not represented by a licensed real estate firm, then the Buyers 83  
Fee shall be \$\_\_\_\_\_ or \_\_\_\_\_% of the purchase price (equal to the amount in 84  
subsection 6 (d) if not filled in). 85
  - g. In the event there is either: (i) No Seller’s Offer in the listing; or (ii) Seller has not signed a listing 86  
agreement, the Buyer authorizes the Buyer Broker to include in any offer of acquisition of real property 87  
a requirement that the Seller pay the Buyer’s Fee. In the event the Seller’s Offer is less than the Buyer’s 88  
Fee, the Buyer authorizes Buyer Broker to include in any offer of acquisition of real property a 89  
requirement that the Seller offer additional compensation to Buyer Brokerage Firm such that total 90  
compensation from the Seller to Buyer Brokerage Firm shall equal the Buyer’s Fee. In the event the 91  
Seller’s Offer is equal to or greater than the Buyer’s Fee, no compensation is due to Buyer Brokerage 92  
Firm from Buyer. In the event the Seller’s Offer exceeds the Buyer’s Fee, the Buyer may request, subject 93  
to lender’s approval, that the difference be credited to the Buyer’s obligations at closing. For any amount 94  
not approved by lender, Buyer may request that it be applied to the purchase price. Should a Seller fail 95  
to close through no fault of Buyer, fees payable pursuant to subsection 6 (d) or 6 (e) shall be waived. 96

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- 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. 97-99
- h. 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). 100-114
- i. 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). 115-117
7. **VA FINANCING.** If Buyer is obtaining VA financing, the VA regulations may require the Compensation be paid for by the seller. 118-119
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. 120-130
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. 131-135
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. 136-140
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. 141-144
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 145-146



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limited to, a business or familial relationship, fully disclose in writing to the buyer the nature of the relationship. 147  
The Buyer Broker makes the following disclosure regarding the below Inspector(s) referred by Buyer Broker 148  
to Buyer: 149

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 150  
with a mortgage broker or lender in which it may have agreed to provide advertising services. Buyer 151  
Brokerage Firm is not a loan originator. Buyer is not required to use this mortgage broker's services in 152  
connection with the acquisition of property during their real estate transaction. Buyer is encouraged to 153  
comparison shop with other mortgage brokers and lenders and to select any mortgage broker or lender of 154  
their choosing that offers the best loan terms for their transaction. This disclosure is provided to ensure Buyer 155  
understands that this Agreement with Buyer Brokerage Firm does not obligate Buyer to use any loan 156  
originator and the terms and conditions of this Agreement, including but not limited to fees for real estate 157  
services, contain the entire agreement between Buyer and Buyer Brokerage Firm. 158  
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- 14.  **MORTGAGE DISCLOSURE – LOAN ORIGINATOR (CHECK IF INCLUDED).** Buyer Broker is a Loan 160  
Originator. Buyer has been informed and understands that Buyer Broker is also a loan originator for a third- 161  
party mortgage company, which company is not an affiliate, subsidiary, or parent of Buyer Brokerage Firm. 162  
Should the Buyer Broker offer service as loan originator, he/she does so independently of his/her relationship 163  
with Buyer Brokerage Firm. Buyer Brokerage Firm does not supervise, oversee, or in any manner become 164  
involved in the financing of Buyer's prospective purchase. Buyer is not required to use the Buyer Broker as 165  
a loan originator and is encouraged to seek independent advice or legal counsel before doing so to ensure 166  
Buyer is fully informed of any potential conflict of interest, mortgage and finance laws or other matters. 167
- 15. **ALTERNATIVE DISPUTE RESOLUTION.** In connection with the acquisition of property, Buyer covenants, 168  
stipulates and agrees the resolution of any dispute or controversy arising out of or relating to this Agreement 169  
or concerning the property covered hereby, or the breach, termination, or validity thereof, as follows: That 170  
the transaction contemplated in this Agreement directly involves interstate commerce, and said transaction 171  
has been and will continue to be regulated by the laws of the United States of America; and, that the 172  
contract(s) entered into by the parties concerning the property evidence transactions involving and affecting 173  
commerce. The parties agree that all disputes not barred by applicable statutes of limitations or otherwise 174  
barred by law, resulting from or arising out of this Agreement or the acquisition contemplated shall be 175  
submitted to binding arbitration, pursuant to the provisions of RCW 7A. et. seq. using Washington Mediation 176  
and Arbitration Services (WAMS) in the county where the property being sold is located. The prepaid 177  
arbitration filing fees and all other prepaid costs of the arbitration proceeding shall be paid by the party 178  
seeking to invoke arbitration, with the assignment of those costs to be divided between the parties as the 179  
arbitrator determines. It is hereby agreed that it is the intent of the parties that the Arbitrator's Award is to be 180  
final and binding and judgment upon the award rendered by the arbitration may be entered in any court 181  
having jurisdiction thereof. ARBITRATION SHALL BE IN LIEU OF ANY CIVIL LITIGATION IN ANY COURT 182  
AND IN LIEU OF ANY TRIAL BY JURY. 183
- 16. **ATTORNEYS' FEES.** In the event of dispute concerning this Agreement, including arbitration and claims 184  
pursuant to the Washington Consumer Protection Act, the prevailing party is entitled to court costs and 185  
reasonable attorney's fees. The venue for any dispute shall be the county in which the real property is located 186
- 17. **OTHER.** This Agreement contains the full and entire agreement between the Buyer and Buyer Brokerage 187  
Firm and supersedes any prior or contemporaneous agreements, if any, whether in writing or oral between 188  
the parties. Each party acknowledges receipt of a copy of this Agreement. This Agreement may not be 189  
canceled or modified, except in writing that is signed by both of the parties. 190

**Best Choice**  
R E A L T Y  
**BUYER BROKERAGE SERVICE AGREEMENT**

18. **REFERRAL FEE DISCLOSURE.** Buyer Brokerage Firm  is;  is not (is not, if not filled in) obligated to pay a portion of the Compensation to a real estate firm ("Referring Firm") that referred Buyer to Buyer Brokerage Firm. Buyer consents to Buyer Brokerage Firm sharing a portion of the compensation as follows: 191
- a. Referring Firm: \_\_\_\_\_ 194
  - b. Referral Fee: \_\_\_\_\_% of the Listing Firm Compensation; or \$ \_\_\_\_\_. 195
19. **REAL ESTATE OWNED ("REO'S") DISCLOSURE.** Buyers may opt to make offers on bank owned properties, commonly referred to as REO's. Lenders use their own sale agreements which normally supersede the NWMLS forms. Lender's timelines will likely be different than the NWMLS timelines, particularly regarding the inspection and financing contingencies. Lenders may refuse to: (i) make repairs or conduct inspections mandated by local law, such as health code required septic inspections; (ii) provide NWMLS Form 17, although mandated by state law; and/or (iii) provide the quality of title insurance mandated in NWMLS forms. Lenders may also require the buyer to pay the excise tax and accept the property in its "AS-IS" condition. Buyers are strongly cautioned to verify the adequacy of utilities, obtain all inspections and title analysis necessary to make an informed decision and review any proposed lender addenda with an attorney prior to purchasing an REO. 196-205
20. **NEW CONSTRUCTION.** Sellers of new construction typically have their own sale agreement or addenda ("New Construction Forms") which supersede any conflicting NWMLS forms. These New Construction Forms may limit: (i) buyer's ability to inspect the property before closing; (ii) new construction warranties; and/or (iii) other buyer's rights. The New Construction Forms may also require non-refundable earnest money and mandate buyer to use a particular closing agent or title company. Buyer is cautioned to review the New Construction Forms with an attorney and undertake its own due diligence by interviewing others who have purchased homes from the seller, check the permit file to assure that permits were property issued and signed-off, and review the Department of Labor and Industries website to determine whether the seller is in full compliance with the Contractor's Registration Act. 206-214
21. **INFORMATION AND DISCLOSURE RECEIPT.** The Buyer acknowledges receipt of a copy of the following information and disclosures: (CHECK IF PROVIDED) 215
- a.  **P1** Real Estate Brokerage in Washington Pamphlet; 217
  - b.  **P2** Lead Based Paint Pamphlet; 218
  - c.  **P3** Mold & Moisture and Your Home Booklet; 219
  - d.  **P6** Wire Fraud Pamphlet; 220
  - e.  Tacoma Side Sewer Flyer; 221
  - f.  \_\_\_\_\_ 222

**BUYER**

**BUYER BROKERAGE FIRM**

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
By:

Its: Authorized Agent

Office: 206.886.3986

Support@BestChoiceRealtyWA.com

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address