

**EXCLUSIVE  
BUYER'S AGENCY AGREEMENT**

This Exclusive Buyer's Agency Agreement ("Agreement") is made this \_\_\_\_\_ between \_\_\_\_\_  
\_\_\_\_\_  
("Buyer Brokerage Firm" or "Firm")  
and \_\_\_\_\_ ("Buyer").  
Buyer Buyer

1. **AGENCY.** Buyer Brokerage Firm appoints \_\_\_\_\_ ("Buyer Broker")  
to represent Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Firm's brokers  
who supervise Buyer Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers affiliated  
with Firm are agents of Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on  
Buyer's behalf as and when needed. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real  
Estate Agency."
2. **AREA.** Buyer Broker's services shall be limited to real property located in the following geographical areas:  
\_\_\_\_\_  
(unlimited if not filled in) ("Area").
3. **EXCLUSIVE AGENCY.** This Agreement creates an exclusive agency relationship. Buyer Broker shall have the  
exclusive right and duty to represent Buyer for the purchase of real property in the Area during the term of this  
Agreement. NWMLS Form 41A (Non-Exclusive Buyer's Agency Agreement) can be used for a non-exclusive  
agency relationship.
4. **TERM OF AGREEMENT.** This Agreement is effective upon mutual acceptance by the parties and will expire in  
\_\_\_\_\_ days (120 days if not filled in) or on delivery of written notice of either party (the "Term").
5. **COMPENSATION.** If Buyer purchases (including a contract to purchase, an exchange or contract to exchange, or  
an option to purchase) real property, located in the Area during the Term, and (a) the purchase closes; or (b) the  
purchase fails to close due to Buyer's breach of the terms of the purchase and sale agreement, then Buyer shall  
pay to Buyer Brokerage Firm the compensation as follows:  
 \_\_\_\_\_ % of purchase price;  \$ \_\_\_\_\_;  other: \_\_\_\_\_
  - a. **Compensation from Seller.** A seller may offer compensation to Buyer Brokerage Firm for representing  
Buyer. Any such compensation is disclosed in the MLS listing and shall be stated in the purchase and sale  
agreement between the seller and Buyer. Such offer of compensation, if any, may be accepted by Buyer, on  
behalf of Buyer Brokerage Firm, in the purchase and sale agreement and shall be applied to Buyer's  
compensation obligation in this Agreement.  
If the seller's offer of compensation is equal to or greater than the above amount, Buyer shall accept the  
seller's offer of compensation and Buyer shall not be obligated to pay Buyer Brokerage Firm. Any amount of  
compensation offered by the seller that is greater than the above amount shall be:  paid to Buyer Brokerage  
Firm;  credited to Buyer (to the extent allowed by Buyer's lender) and any non-allowable amount shall be  
paid to Buyer Brokerage Firm;  credited to the seller;  other: \_\_\_\_\_
  - b. **Compensation from Buyer.** If the seller's offer of compensation is less than the above amount, Buyer shall  
accept seller's offer of compensation (if any) and pay the balance of the compensation to Buyer Brokerage  
Firm at closing or, if the purchase fails due to Buyer's breach of the terms of the purchase and sale  
agreement, no later than five days following such breach and Buyer shall be credited with any earnest money  
paid to Buyer Brokerage Firm. In the purchase and sale agreement, Buyer may request that the seller pay all  
or a portion of Buyer's compensation obligation to Buyer Brokerage Firm.
  - c. **Filtering Listings.** Buyer Broker shall bring listings to the attention of Buyer, regardless of the amount of  
seller's offer of compensation, unless otherwise agreed as set forth herein:  \_\_\_\_\_
  - d. **Compensation After Expiration/Termination.** If Buyer shall, within \_\_\_\_\_ days (180 days if not filled in)  
after the Term, purchase a property that, during the Term 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 provided for herein.  
Provided, that if Buyer pays compensation to another real estate firm in conjunction with a sale, the amount of  
compensation payable to Firm shall be reduced by the amount paid to such other firm(s).



**EXCLUSIVE BUYER'S AGENCY AGREEMENT****GENERAL COMMENTS:**

- A. **Use of this Form.** Use this form to have the exclusive right and duty to represent the buyer as the buyer's agent and assume the duties in RCW 18.86.050. You can use Form 41A for a non-exclusive buyer agency relationship (where a buyer can engage multiple brokers to work for the buyer). If you wish to work with a buyer yet act as a "non-agent" and assume only those duties set forth in RCW 18.86.030, use Form 41B (Buyer's Agreement - No Agency).

**NOTE:** Firms may choose to create their own buyer representation agreements to more effectively differentiate their services, accommodate buyer's needs and interests, and better compete in the market.

- B. **Importance of Buyer Representation Agreements.** There are many good reasons to use a buyer representation agreement, including addressing broker compensation.

Rule 101(a)(i) provides: "The buyer brokerage firm's compensation shall be paid (1) as published in the listing if accepted by the buyer on behalf of the buyer brokerage firm in the purchase and sale agreement; or (2) as modified by the buyer, the buyer brokerage firm, and the seller in the purchase and sale agreement." The purpose of this Rule and related provision in the purchase and sale agreement (Specific Term 16) is to ensure that the buyer understands the buyer brokerage firm compensation and to create an opportunity for discussion and negotiation. Using a buyer representation agreement early in the process is beneficial to both the broker and buyer in setting expectations, negotiating compensation, and discussing the broker's services. See Legal Bulletin 222 for additional information.

- C. **Distressed Homes.** The agreement provides that the firm will not participate in a transaction that is a "Distressed Home Conveyance," unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. For more information on Distressed Homes, please see Legal Bulletin 181.

**ASSISTANCE FILLING IN THE BLANKS.** The following numbers refer to the numbers on the sample form shown in this Manual:

1. **Date.** Fill in the date of the agreement.
2. **Buyer Brokerage Firm.** Insert the name of the real estate firm as licensed.
3. **Buyer.** Insert the buyer's name. If working with a married couple or more than one individual, it is best to insert all names.
4. **Buyer Broker.** Insert the name of the broker who will represent the buyer.
5. **Area.** Insert the geographical areas where the buyer is looking to purchase property. Please note that if the agreement is an exclusive agreement, the buyer purchases property in the area during the term of the agreement, and the parties agree to compensation terms, the buyer may be obligated to pay a compensation to firm even if the buyer broker did not find the property for the buyer.

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6. **Term.** Insert the length of the agreement in number of days. If the buyer or the buyer broker desires to terminate the agreement, Form 53 (Termination of Buyer Representation) is available for use.
7. **Compensation.** Insert the compensation for the buyer broker's services.
  - a. Compensation from Seller. Note that any compensation offered by the seller (the Buyer Brokerage Compensation or "BBC") will offset any obligation of the buyer. If the seller's offer of compensation is greater than the amount agreed upon by the buyer and buyer broker – select the box that dictates how that additional compensation will be directed (paid to the buyer brokerage firm, credited to buyer, credited to seller, or other).
  - b. Compensation from Buyer. If the seller's offer of compensation is less than the amount agreed upon by the buyer and the buyer broker, the buyer must accept any compensation offered by the seller. In addition, the buyer may request that the seller pay an amount greater than the seller's offered compensation toward the buyer's compensation obligation to the buyer brokerage firm. The buyer will be obligated to pay the buyer brokerage firm the balance of any amount not covered by the seller. If the purchase fails to close due to the buyer's breach of the terms of the purchase and sale agreement, then the buyer must pay the full compensation amount to the buyer brokerage firm no later than five days after such breach; the amount the buyer owes to the buyer brokerage firm will be reduced by the amount of earnest money received by the buyer brokerage firm (if any).
  - c. Filtering Listings. Buyer broker must bring listings to the attention of the buyer, regardless of the amount of seller's offer of compensation, unless otherwise agreed by the parties. If there is such an agreement, check this box and fill in the relevant information. If more space is needed, use Section 13.
  - d. Compensation after Expiration/Termination. Insert the length of the "tail provision." Paragraph 5(d) – referred to as the "tail provision" – provides circumstances where the buyer may owe compensation to the buyer brokerage firm if the buyer purchases certain property after the expiration or termination of the agreement.
8. **Buyer Initials.** It is advisable to have the buyer initial in these spaces.
9. **Other Agreements.** Use this space for any other agreements you might have with the buyer.
10. **Buyer's Signature and Date.** The buyer must sign and date this form. In order to be enforceable, a compensation agreement must be in writing and signed by the parties.
11. **Addresses, Phone, and Email.** Insert the buyer's address, phone number, and email address, if available.
12. **Buyer Brokerage Firm (Company and Broker).** Fill in the name of the real estate Firm as licensed and provide the signature of the individual broker who will be acting as the buyer's agent.