Form 41 Exclusive Buyer's Agency Agreement Rev. 10/22 Page 1 of 2

EXCLUSIVE BUYER'S AGENCY AGREEMENT

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TI	his Exclusive Buyer's Agency Agreement ("Agreement") is made this	between	1 1
_	("Buyer Brokerage Firm"	or "Firm")) 2
ar	ndBuyer Buyer	("Buyer").	. 3
1.	AGENCY. Buyer Brokerage Firm appoints ("Buyer broker and appoints to represent Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Firm who supervise Buyer Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers with Firm are agents of Buyer, except to the extent that Firm, in its discretion, appoints other brokers Buyer's behalf as and when needed. Buyer acknowledges receipt of the pamphlet entitled "The La Estate Agency."	s affiliated to act or	5 5 6 7
2.	AREA. Buyer Broker's services shall be limited to real property located in the following geographical are	as:	10
	(unlimited if not filled in)	("Area").	11
3.	EXCLUSIVE AGENCY. This Agreement creates an exclusive agency relationship. Buyer Broker shall exclusive right and duty to represent Buyer for the purchase of real property in the Area during the te Agreement. NWMLS Form 41A (Non-Exclusive Buyer's Agency Agreement) can be used for a non-agency relationship.	rm of this	13
4.	TERM OF AGREEMENT. This Agreement is effective upon mutual acceptance by the parties and will days (120 days if not filled in) or on delivery of written notice of either party (the "Term").	expire in	16 17
5.	COMPENSATION. If Buyer purchases (including a contract to purchase, an exchange or contract to exc an option to purchase) real property, located in the Area during the Term, and (a) the purchase closes; purchase fails to close due to Buyer's breach of the terms of the purchase and sale agreement, then Buyer to Buyer Brokerage Firm the compensation as follows:	or (b) the	19
	□ % of purchase price; □ \$; □ other:		22
	a. Compensation from Seller. A seller may offer compensation to Buyer Brokerage Firm for rep Buyer. Any such compensation is disclosed in the MLS listing and shall be stated in the purchase agreement between the seller and Buyer. Such offer of compensation, if any, may be accepted by behalf of Buyer Brokerage Firm, in the purchase and sale agreement and shall be applied to compensation obligation in this Agreement.	and sale Buyer, on	24 25
	If the seller's offer of compensation is equal to or greater than the above amount, Buyer shall ac seller's offer of compensation and Buyer shall not be obligated to pay Buyer Brokerage Firm. Any a compensation offered by the seller that is greater than the above amount shall be: paid to Buyer (to the extent allowed by Buyer's lender) and any non-allowable amount paid to Buyer Brokerage Firm; credited to the seller; other:	mount of rokerage	29 30
	b. Compensation from Buyer. If the seller's offer of compensation is less than the above amount, Bu accept seller's offer of compensation (if any) and pay the balance of the compensation to Buyer Brirm at closing or, if the purchase fails due to Buyer's breach of the terms of the purchase agreement, no later than five days following such breach and Buyer shall be credited with any earnest paid to Buyer Brokerage Firm. In the purchase and sale agreement, Buyer may request that the seller or a portion of Buyer's compensation obligation to Buyer Brokerage Firm.	rokerage and sale st money	34 35 36
	c. Filtering Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of the ar seller's offer of compensation, unless otherwise agreed as set forth herein: □		39 40
	d. Compensation After Expiration/Termination. If Buyer shall, within days (180 days if not after the Term, purchase a property that, during the Term was (1) brought to the attention of Buyer efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; property that Buyer inquired about to Firm, then Buyer shall pay to Firm the compensation provided for Provided, that if Buyer pays compensation to another real estate firm in conjunction with a sale, the arcompensation payable to Firm shall be reduced by the amount paid to such other firm(s).	or by the or (2) a r herein.	42 43 44

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6. FIRM'S LISTINGS/BUYER BROKER'S OWN LISTINGS/DUAL AGENCY. If Buyer Broker locates a property 47 listed by one of Firm's brokers other than Buyer Broker ("Listing Broker"), Buyer consents to any Supervising Broker, who also supervises Listing Broker, acting as a dual agent, Further, if Buyer Broker locates a property listed by Buyer Broker, Buyer consents to Buyer Broker and Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm may receive the compensation from the seller and buyer as the listing 51 brokerage firm and Buyer Brokerage Firm. 52 7. NO WARRANTIES OR REPRESENTATIONS, Firm makes no warranties or representations regarding the value 53 of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections 54 and investigations necessary to satisfy Buyer as to the property's suitability and value. 55 8. INSPECTION RECOMMENDED. Firm recommends that any offer to purchase a property be conditioned on 56 Buyer's inspection of the property and its improvements. Firm and Buyer Broker have no expertise in these 57 matters and Buyer is solely responsible for interviewing and selecting all inspectors. 58 9. V.A. TRANSACTIONS. Due to VA regulations, VA financed transactions shall be conditioned upon the full 59 compensation being paid by the seller. 60 10. NO DISTRESSED HOME CONVEYANCE. Firm will not represent or assist Buyer in a transaction that is a 61 "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 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 64 property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed 65 Homeowner an interest in, or portion of the proceeds from a resale of the property. 66 11. FAIR HOUSING. Fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, 67 gender identity, race, creed, color, national origin, citizenship or immigration status, families with children status, 68 honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the 69 use of a support or service animal by a person with a disability. 70 12. ATTORNEYS' FEES. In the event of suit concerning this Agreement, including claims pursuant to the Washington 71 Consumer Protection Act, the prevailing party is entitled to court costs and reasonable attorneys' fees. The venue 72 of any suit shall be the county in which the property is located. 73 13. OTHER AGREEMENTS (none if not filled in). 74 75 76 77 78 Buyer's Signature Date Buyer Brokerage Firm 79 Buyer's Signature Buyer Broker's Signature Date Date 80 Address 81 City, State, Zip 82 Phone Fax 83 E-mail Address

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. <u>Compensation from Seller</u>. 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. <u>Filtering Listings</u>. 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.