

**BUYER BROKERAGE SERVICES
AGREEMENT**



This Buyer Brokerage Services Agreement ("Agreement") is effective upon mutual acceptance ("Effective Date") and is made by and between Keller Williams Greater Seattle ("Buyer Brokerage Firm" or "Firm") and _____ ("Buyer") for real property located in the following: _____ (unlimited if not filled in) ("Area").

1. **DEFINITIONS.** (a). "Purchase(s)" includes a contract to purchase, an exchange or contract to exchange, or an option to purchase; and (b) "Transaction Coordination Services" ("Transaction Services") includes, but is not limited to assisting Firm and its Buyer's Broker, Emily Cressey, in coordinating and completing all conditions necessary to close the sale of a property to a Seller under the terms of this Agreement.

2. **TERM.** This Agreement will expire 180 days (60 days if not filled in) from the Effective Date ("Term"). If this Agreement expires while Buyer is a party to a purchase and sale agreement and represented by Buyer Brokerage Firm as indicated on the purchase and sale agreement, the Term shall automatically extend until the sale is closed or the purchase and sale agreement is terminated.

3. **AGENCY.**
 - a. Pamphlet. Buyer acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."

 - b. Buyer Broker. Buyer Brokerage Firm appoints Emily Cressey ("Buyer Broker") to represent Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Firm's managing brokers who supervise Buyer Broker ("Supervising Broker(s)"), along with their Support Broker(s), Transaction Coordinator, Team Members and Licensed Assistants specified in this Agreement. No other brokers affiliated with Firm are agents of Buyer, except as otherwise provided in this Agreement.

 - c. Support Broker(s). Broker may utilize assistance from Broker(s) licensed with the Firm ("Support Broker(s)") to represent Buyer as their real estate broker with the Buyer Broker to provide real estate services to the Buyer on behalf of the Broker. This may include, but is not limited to, showings, inspections and other coverage as needed with written notice to Buyer from the Buyer Broker. These Support Broker(s) are compensated through the Firm by the Buyer Broker.

 - d. Transaction Coordinator. Buyer Broker may utilize the assistance of a transaction coordinator holding a Broker License with Keller Williams Greater Seattle to provide Transaction Services to the Buyer. The transaction coordinator is Terri Doucette. The transaction coordinator is compensated through the Firm by the Buyer Broker.

 - e. Team Members and Licensed Assistants. The following team members(s) and/or licensed assistant(s) work with Broker and represent Buyer pursuant to this Agreement: _____

 - f. Agency Relationship. Buyer Brokerage Firm's representation of Buyer for the purchase of real property in the Area shall be (Exclusive, if not checked):

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- Exclusive. Buyer may not enter into an agency relationship with another real estate firm during the Term for the purchase of real property in the Area ("Exclusive Agency"); or
 - Non-Exclusive. Buyer may enter into a non-exclusive agency relationship with other real estate firms during the Term ("Non-Exclusive Agency").
- g. Firm Limited Dual Agency. If Buyer is interested in properties listed by another broker with the Firm, Buyer consents to Firm's Supervising Broker(s) acting as limited dual agent in a transaction in which different Brokers affiliated with Firm represent different parties.

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's Initials	Date	Buyer's Initials	Date

- b. Review of Limited Dual Agency Notice. If Buyer consents to Limited Dual Agency as provided in this Section 4, it acknowledges that it has review Keller Williams' Form KW46, Limited Dual Agency Notice at or prior to execution of this Agreement.

5. COMPENSATION. Buyer acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. Firm may not receive any compensation for brokerage services provided to Buyer from any source greater than the amount set forth in this Section 5 or any subsequent amendment hereto. The compensation for Buyer Brokerage Firm's services (the "Compensation") shall be:

- a. 3 % of purchase price; \$_____; other: _____
- b. If Buyer Broker is a limited dual agent and represents both Buyer and the seller, then the Compensation shall be (equal to the amount in subsection 5(a) if not filled in):
3 % of purchase price; \$_____; other: _____
- c. If the seller is not represented by a licensed real estate firm (AKA "For Sale By Owner"), then the Compensation shall be (equal to the amount in subsection 5(a) if not filled in):
3 % of purchase price; \$_____; other: _____

6. SELLER COMPENSATION OFFER. A seller may, but is not required to, offer compensation to Firm for representing Buyer in the purchase of seller's real property ("Seller's Offer"). Seller's Offer, if any, shall be stated in the purchase and sale agreement.

If the compensation offered by a Seller is less than the Compensation, Buyer authorizes Broker to

_____	_____	_____	_____
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negotiate with Seller for compensation that is equal to Compensation. If Seller refuses to pay compensation that is equal to Compensation, and Buyer proceeds with a purchase, Buyer will be required to pay the difference between Seller offered Compensation and Compensation at closing. Broker may waive or reduce the obligation for Buyer to pay the difference between Seller's Compensation Offer and Compensation at Broker's discretion.

If Seller's Offer is greater than the Compensation, as part of Buyer's offer, Buyer may request that the amount of Seller's Offer that is greater than the Compensation be credited to Buyer (to the extent allowed by Buyer's lender).

- 7. COMPENSATION TERMS.** The Compensation is due (except as otherwise agreed herein) when Buyer purchases real property located in the Area during the Term and
- a. Exclusive Agency. For Exclusive Agency, the purchase closes and the property has not been excluded from this agreement.
 - b. Non-Exclusive Agency. For Non-Exclusive Agency, the purchase closes, and Buyer Brokerage Firm represents Buyer in such purchase as indicated on the purchase and sale agreement.
 - c. Compensation After Expiration or Termination. If within _____ 60 _____ days (60 days if not filled in) after the Term:
 - i. Exclusive Agency. Buyer purchases a property that was brought to the attention of Buyer during the Term by the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or a property that Buyer inquired about to Firm during the Term. Compensation is due when the purchase closes.
 - ii. Non-Exclusive Agency. Buyer purchases a property for which Buyer Brokerage Firm presented a written offer to the seller on behalf of Buyer during the Term. Compensation is due when the purchase closes.
 - d. Additional Consent. Buyer consents to Firm receiving compensation from more than one party, provided that any terms offered to Firm are disclosed as required by RCW 18.86.030 and any amounts paid to Firm reduce Buyer's obligation to Firm.
 - e. Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of Seller's Offer of compensation.
 - f. VA Financing. If Buyer is obtaining VA financing, VA regulations may require the Compensation be paid by the seller.
- 8. TERMINATION.** If Firm or Broker terminates this Agreement, Buyer shall be released from all obligations. If Buyer Terminates this Agreement, paragraph 7 shall apply.
- 9. NO WARRANTIES OR REPRESENTATIONS.** Firm makes no warranties or representations regarding the value of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to the property's suitability and

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value.

- 10. INSPECTION RECOMMENDED.** Firm recommends that any offer to purchase a property be conditioned on an inspection of the property and its improvements conducted by a licensed inspector. Firm and Buyer Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors.
- 11. NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Buyer in a transaction that is a "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 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.
- 12. 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.
- 13. ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the property is located.
- 14. MORTGAGE DISCLOSURE.** Buyer acknowledges that the firm has a business relationship with Cross Country Mortgage (CCM) in which it has agreed to provide advertising of CCM's services. The Firm is not a loan originator. Buyer is not required to use CCM's Services in connection with the acquisition of property during their real estate transaction. Buyer is encouraged to shop with other mortgage brokers and lenders and to select any mortgage broker or lender of their choosing that offers the best terms for their transaction. This disclosure is provided to ensure that Buyer understands that this Agreement with Firm does not obligate Buyer to use any loan originator and the terms and conditions of this Agreement, including but not limited to Compensation contain the entire agreement between Buyer and Firm.
 - CHECK IF INCLUDED. Buyer Broker is a Loan Originator.** Buyer has been informed of and understands that Buyer Broker is also a licensed Loan Originator for a third-party mortgage company, which company is not an affiliate, subsidiary, or parent of the Firm. Should the Buyer Broker offer services as a loan originator, he/she does so independently of his/her relationship with the Firm. The Firm does not supervise, oversee or in any manner become involved in the financing of Buyer's prospective property 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

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