

▶ John L. Scott Real Estate Buyer Representation Agreement

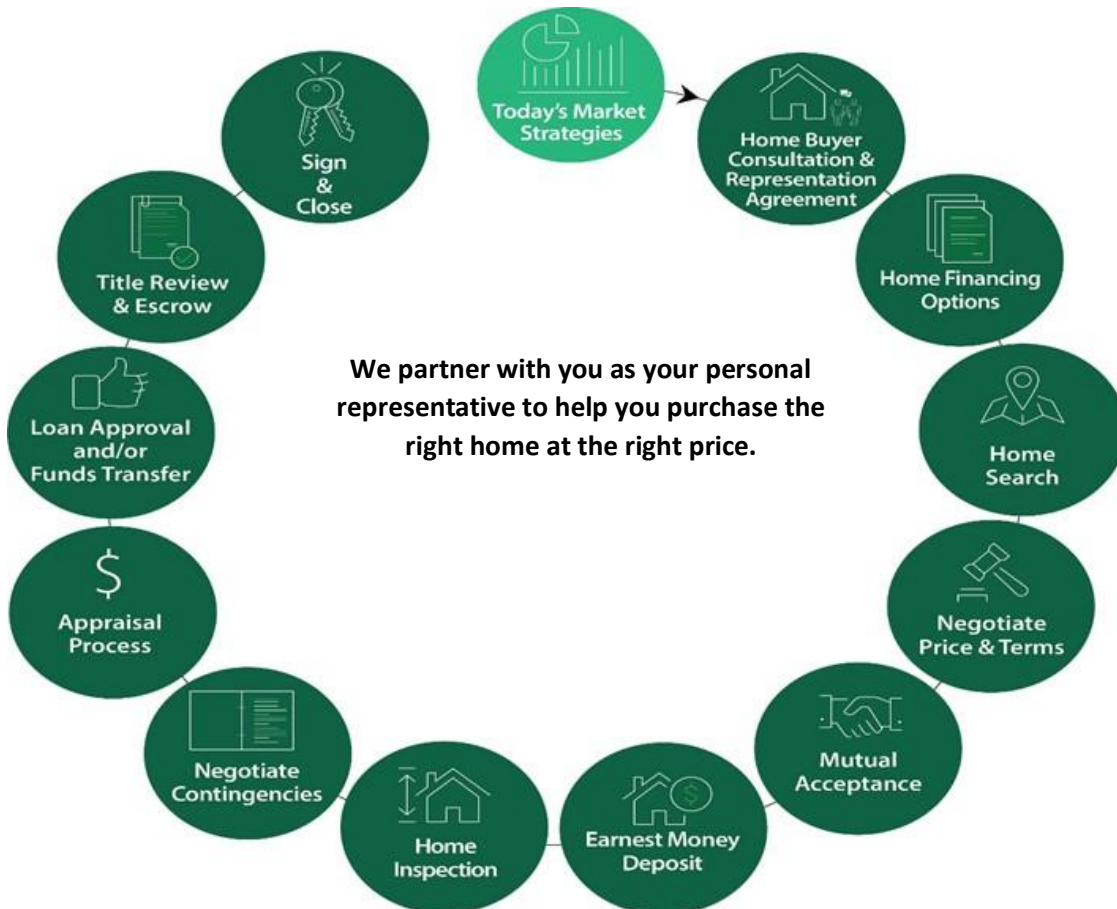
(Brokerage Services Agreement)

This Buyer Representation Agreement (“Agreement”) is made between _____ (“Firm”) and _____ (“Buyer” or “You”) and is effective as of _____, _____ (the “Effective Date”) for real property located in the following area(s) _____ (unlimited if not filled in) (“Area”).

We are providing you with this Agreement to establish the terms of our relationship and the compensation that Firm will receive for representing You. Your Buyer Broker’s duties and the agency relationship are explained further in the pamphlet entitled “Real Estate Brokerage in Washington”, (“Pamphlet”) which You acknowledge receiving. We encourage You to read the Pamphlet in detail and ask your Buyer Broker any questions You may have.

1. CONGRATULATIONS! You have taken the first of many important steps in Your home-buying journey by partnering with John L. Scott Real Estate. We are committed to guiding You through the entire home buying experience. Accordingly, Firm appoints _____ (“Buyer Broker,” and together with Firm, “John L. Scott”) to represent you as we navigate this important transaction together.

2. EXCEPTIONAL SERVICE – EXCEPTIONAL RESULTS. John L. Scott is dedicated to helping You make informed, educated, and confident choices throughout the homebuying process. This may include: evaluating the current market & developing a corresponding pricing and offer strategy; partnering You with a lender to enhance Your position with competing offers; negotiating a purchase and sale agreement with a price and other terms that work for You; working with You through any contingencies that are part of Your contract with a seller; and working together with the other professionals who will be involved in a successful home closing, including the loan officer, underwriter, inspector(s), appraiser, title company, and escrow.



3. TERM. This Agreement will terminate _____ days (60 days if blank) after the Effective Date (the "Term"). If Buyer is a party to a purchase agreement at the end of the Term, and represented by Firm in the transaction, the Term will automatically extend until the later of the closing of the purchase or termination of the purchase agreement.

4. AGENCY RELATIONSHIP. This Agreement creates an agency relationship with Buyer Broker(s) 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 representatives or agents of Buyer.

The agency relationship created by this Agreement is (non-exclusive if neither box is checked):

- a. an **exclusive agency relationship** meaning that John L. Scott has the exclusive right to act as Buyer's agent during the Term to locate a property in the Area and negotiate a sale, and Buyer may not work with other brokers or firms other than with respect to properties excluded from this Agreement under subsection 6(d); or
- b. a **non-exclusive agency relationship** meaning that Buyer may hire another real estate firm to help Buyer find a property and enter into a non-exclusive agency relationship with other firms during the Term.

5. INTERESTED IN A HOME LISTED BY JOHN L. SCOTT? GREAT! LET'S TALK ABOUT LIMITED DUAL AGENCY. Limited dual agency arises in two situations:

- a. **Property Listed by Buyer Broker (single agent limited dual agency).** If the property Buyer is interested in is listed by Buyer Broker, Buyer Broker and Supervising Broker will act as limited dual agents in the transaction. In this situation, RCW 18.86.060 prohibits Buyer Broker from advocating terms favorable to one client to the detriment of the other and further limits Buyer Broker's representation of Buyer. Please consult the Pamphlet for more information.

By initialing below, You consent to Buyer Broker and Supervising Broker acting as limited dual agents and representing You and the seller in the same transaction and understand that Buyer Broker cannot advocate terms favorable to You to the detriment of the seller:

_____	_____	_____	_____
Buyer's Initials	Date	Buyer's Initials	Date

- b. **Property Listed by Another Firm Broker (firm limited dual agency).** Buyer may be interested in properties listed by other brokers of Firm. In such cases, Buyer Broker will represent Buyer, the listing broker will represent seller, and any Supervising Broker who also supervises the listing broker will act as a limited dual agent. By signing this Agreement, Buyer consents to such Supervising Broker acting as a limited dual agent.

6. COMPENSATION FOR BROKER'S SERVICES. The compensation for Firm's services provided pursuant to this Agreement is set forth below. There are no standard compensation rates, and the compensation is fully negotiable. For purposes of this Agreement, "purchase" includes a contract to purchase, an exchange or contract to exchange, or an option to purchase.

- a. **Compensation Amount.** If Buyer purchases a property covered by this Agreement, Buyer agrees to pay Firm the following compensation (the "Compensation") at closing:
 - i. _____% of the purchase price; \$ _____; or other: _____.
 - ii. If Buyer Broker is a limited dual agent and represents both Buyer and seller, then the Compensation for representing Buyer will be (equal to the amount set forth in subsection 6(a)(i) if not filled in) or: _____% of the purchase price; \$ _____; or other: _____. Buyer understands and agrees that if any of Firm's brokers, including Buyer Broker, act as a limited dual agent, Firm may receive compensation as both the listing brokerage firm and buyer brokerage firm.
- b. **Non-Exclusive Agency.** If this Agreement creates a non-exclusive agency relationship, Buyer is obligated to pay the Compensation only if the Firm represents Buyer in the transaction, as indicated on the purchase agreement.

c. Compensation After Expiration or Termination. If Buyer purchases a property in the Area within _____ days (60 days if not filled in) after the Term, Buyer shall pay Firm the Compensation if:

- i. Exclusive Agency: the property was brought to Buyer's attention during the Term by the efforts or actions of, or through information secured directly or indirectly from or through, Firm or Buyer Broker, or that Buyer inquired about to Firm or Buyer Broker.
- ii. Non-Exclusive Agency: during the Term, Firm presented a written offer to purchase the property to the seller on Buyer's behalf.

d. Excluded Properties. If Buyer does not want this Agreement to apply to certain properties, or to properties subject to a prior or existing brokerage services agreement(s), Buyer should identify such properties in this section. Failure to exclude a property subject to another brokerage services agreement(s) may result in Buyer owing compensation under each agreement. Excluded properties:

_____.

7. COMPENSATION OFFERED BY SELLER. Many sellers will offer compensation to buyer brokerage firms, either directly or through the listing broker. In the event a seller offers compensation to Firm, the offer will be stated in the purchase and sale agreement and may be accepted by Buyer on behalf of the Firm. Any compensation actually paid by seller to Firm will be applied towards Buyer's Compensation obligations set forth above in section 6.

a. If seller's offer of compensation is equal to or greater than the Compensation set forth in subsection 6(a), Buyer shall accept the seller's offer of compensation. Any excess amount shall be: paid to the Firm at closing; credited to Buyer (to the extent allowed by Your lender and any non-allowable amount shall be paid to Firm); credited to the seller; or other: _____ . Buyer is not obligated to separately pay Firm.

b. If seller's offer of compensation is less than the Compensation set forth in subsection 6(a), Buyer shall accept seller's offer of compensation (if any) and: pay the balance of the Compensation to Firm at closing; request in the purchase and sale agreement that the seller pay more compensation to the Firm; or other: _____ . If seller refuses to pay compensation equal to the Compensation in subsection 6(a) and Buyer proceeds with the purchase, unless otherwise agreed to or prohibited by law, Buyer will remain obligated to pay Firm the difference at closing.

c. Filtering listings. Regardless of the amount of seller's offer of compensation, Buyer Broker will bring all relevant listings to Buyer's attention, unless otherwise agreed to here: _____.

d. Showing properties where no compensation is offered by seller. Buyer Broker shall; shall not ("shall" if not checked) be obligated to show properties to Buyer for which there is no seller's offer of compensation and Buyer has not agreed to pay the Compensation.

e. Additional consent. By signing this Agreement, Buyer consents to Firm receiving compensation from more than one party and to sharing of compensation between firms.

8. VA FINANCING. Due to VA regulations, buyers obtaining a federal VA loan are generally prohibited from paying real estate broker compensation. If Buyer enters into a VA financed transaction, Buyer will not be required to pay the Compensation and shall require in the purchase and sale agreement that all compensation be paid by the seller.

9. NO WARRANTIES OR REPRESENTATIONS. John L. Scott makes no warranties or representations regarding the value or suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections, inquiries, and investigations necessary to satisfy Buyer as to a property's suitability and value.

10. INSPECTIONS RECOMMENDED. John L. Scott recommends that any offer to purchase a property be conditioned on an inspection of the property and its improvements by a licensed inspector. Buyer is solely responsible for interviewing and selecting inspectors. John L. Scott has no expertise in these matters.

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, caste, creed, color, religion, national origin, citizenship or immigration status, families with children status, familial status, honorable 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. INTEGRATION. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Firm.

14. ATTORNEYS’ FEES AND LIMITATIONS PERIOD. In the event of suit to enforce the terms of this Agreement, the prevailing party shall be entitled to expenses and reasonable attorneys’ fees. The venue of any suit shall be the county in which the property giving rise to such suit is located. The parties agree that no claim arising out of or related to this Agreement shall be asserted more than three years after the occurrence of the act or omission giving rise to such claim.

15. OTHER AGREEMENTS (none if not filled in).

Buyer(s) have read and approve this Agreement and hereby acknowledge receipt of a copy.

Buyer Date

John L. Scott Real Estate

Buyer Date

By: Buyer Broker Date

Address

City, State, Zip

Phone Fax

E-mail Address