

Windermere Buyer Agency Agreement

Date: _____ Expiration Date: _____

Buyer(s): _____

Agent: _____ Broker: _____

Excluded properties or geographic limitations: _____

1. **Agency Agreement.** Buyer retains Agent and Broker to act as Buyer's agent in the purchase of real property. Agent agrees to represent Buyer in accordance with the duties of a buyer's agent set forth in "The Law of Real Estate Agency" pamphlet, which Buyer has received. Any additional duties must be agreed to in writing.
2. **Compensation and Scope of Agency.** Check one box only (if neither box is checked, Limited Agency applies).
 - ☐ **Limited Agency.** Buyer retains Agent solely with respect to properties listed by a multiple listing service of which Broker is a member ("Listed Properties"). Agent is only obligated to search for Listed Properties. Buyer agrees to use Agent's services if Buyer purchases a Listed Property for which Agent provided real estate brokerage services under this Agreement.
 - ☐ **Exclusive Agency.** Buyer retains Agent with respect to all properties except excluded properties identified in writing at the time this Agreement is signed. Buyer agrees to use Agent's services if, during the term of this Agreement, Buyer purchases any real property not excluded above. Agent shall be paid the Minimum Commission as set forth in paragraph 3.
3. **Minimum Commission.** Broker is ordinarily paid a commission by the Seller. In some cases, Sellers offer no commission or an inadequate commission. For purposes of this Agreement, the "Minimum Commission" shall be ____% of the sales price (3% if not filled in). Buyer agrees that (if neither box is checked, then "Properties Excluded" shall apply):
 - ☐ **Properties Excluded.** Agent shall have no duty to locate or provide services on properties if the Seller has offered to pay a commission less than the Minimum Commission.
 - ☐ **Buyer Contribution.** If Buyer wishes to purchase a property for which the offered commission is less than the Minimum Commission, then Buyer authorizes Agent to negotiate the commission with the Seller and agrees to pay the balance of the Minimum Commission at closing. Buyer agrees that Agent and Broker may be compensated by both Buyer and Seller.
4. **Termination.** Buyer, Agent or Broker may terminate this Agreement at any time by giving written notice. If Broker or Agent terminates this Agreement, Buyer shall be released from any further obligations. If Buyer terminates this Agreement or it expires, then Buyer shall be released from all obligations, except that if Buyer purchases a property within 90 days after termination or expiration, and Agent provided real estate brokerage services for that property during the term of this Agreement, then Buyer agrees either: (1) to use Agent's services in connection with that purchase in accordance with the provisions of paragraph 2; or (2) to pay Broker the commission that would have been received in connection with the transaction, even if a commission is also paid to another Broker. Buyer agrees not to terminate this Agreement to prevent Broker from receiving a commission.

Windermere Buyer Agency Agreement *(continued)*

5. **Distressed Homes.** Agent and Broker are not required to show property to Buyer if the property is a “Distressed Home” as defined by RCW 61.34 or if the Seller has not signed an NWMLS listing agreement or amendment to listing agreement bearing a revision date of 6/08 or later. Agent and Broker will not represent or assist Buyer in a transaction that is a “Distressed Home Conveyance/Reconveyance” as defined by RCW 61.34 unless otherwise agreed in writing. A “Distressed Home Conveyance/Reconveyance” is a transaction in which Buyer purchases property from a “Distressed Homeowner” as defined by RCW 61.34, allows the “Distressed Homeowner” to continue to occupy the property, and promises to convey the property back to the “Distressed Homeowner” or allow the “Distressed Homeowner” to share a portion of the proceeds from a resale of the property.

6. Agency Disclosures.

Dual Agency. If Buyer is interested in a property listed by Agent, Buyer authorizes Agent to act as a dual agent in accordance with the Law of Real Estate Agency. If Buyer purchases a property listed with another real estate licensee associated with Broker, Buyer agrees that the listing agent will represent the seller, Buyer’s Agent will represent Buyer, and Broker will be a dual agent in accordance with the Law of Real Estate Agency. If Agent is a dual agent, Buyer agrees that Agent may write and present additional offers to purchase the property as the Seller’s agent.

Competing Buyers. Buyer acknowledges and agrees that Agent may represent other buyers interested in the same properties. After any buyer represented by Agent signs an offer to purchase a particular property, Agent may inform other buyers about the property, but will not represent any competing buyer with respect to that property during the term of that transaction. If any buyer represented by Agent expresses an interest in such a property, that buyer may be referred to another licensee (including licensees affiliated with Broker) for assistance on that property only. Buyer agrees that Agent may receive compensation for the referral and agrees that such compensation would not be adverse or detrimental to Buyer’s interest in the transaction or create a conflict of interest.

7. **Attorney Fees.** In the event of a fee dispute, the prevailing party shall be entitled to reasonable attorneys fees, court costs, and expenses in connection with the fee dispute.

Buyer

Date
Address _____
Phone Numbers _____
Email _____

Agent

Date
Address _____
Phone Numbers _____
Email _____