

▶ John L. Scott Real Estate Buyer Representation Agreement

(Washington 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 and your broker will receive for representing You in the purchase of real property. For purposes of this Agreement, “purchase” includes a contract to purchase, an exchange or contract to exchange, or an option to purchase. Your rights and your broker’s duties 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 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 You are 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 your agent during the Term to locate a property in the Area and negotiate a purchase, and You may not work with other brokers or firms during the Term for the purchase of real property in the Area ("Exclusive Agency"); or
- b. a **non-exclusive agency relationship** meaning that You may hire another real estate firm to help You find a property and enter into a non-exclusive agency relationship with other firms during the Term ("Non-Exclusive Agency").

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 You are 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 You. 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. **You 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). If You are interested in properties listed by another broker with the Firm, Buyer Broker will represent You, the listing broker will represent the seller, and any Supervising Broker who also supervises the listing broker will act as a limited dual agent. By signing this Agreement, You consent to such Supervising Broker acting as a limited dual agent.
- c. Compensation Acknowledgement. By signing this Agreement, You understand and agree 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 the buyer brokerage firm.

6. COMPENSATION FOR BROKER'S SERVICES. The compensation for Firm's services is set forth below. There are no standard compensation rates, no minimums, and compensation is not set or required by law. You are free to negotiate the amount of compensation with Firm and Buyer Broker. Firm may not receive compensation for brokerage services provided to You greater than the amount in this Agreement or in an amendment to this Agreement.

- a. Compensation to Firm. If You purchase a property covered by this Agreement, You agree to pay Firm the following compensation (the "Buyer Brokerage Compensation") at closing:
 - i. _____% of the purchase price; \$ _____; or other: _____.
 - ii. If Buyer Broker is a limited dual agent and represents both You and the seller, then the Buyer Brokerage Compensation for representing You will be (equal to the amount set forth in Subsection 6(a)(i) if not filled in) or: _____% of the purchase price; \$ _____; or other: _____.

- iii. If seller is not represented by a licensed real estate firm (aka "For Sale By Owner"), then the Buyer Brokerage Compensation shall be (equal to the amount set forth in Subsection 6(a)(i) if not filled in) or: _____% of the purchase price; \$ _____; or other: _____.
- b. Requesting that Seller Pay the Buyer Brokerage Compensation. You may request as part of your offer that seller pay the Buyer Brokerage Compensation to Firm. Any amounts paid by the seller towards the Buyer Brokerage Compensation will reduce your obligations under this Agreement. Any amount not paid by seller shall be paid by You at closing.
- c. Additional Consent. By signing below, You consent to Firm receiving compensation from more than one party provided that the terms of that compensation are disclosed as required by RCW 18.86.030 and any amounts paid to Firm for representing You reduce your obligations to Firm.

7. SELLER'S OFFER OF COMPENSATION.

- a. Seller's Offer. A seller may, but is not required to, offer compensation to a buyer brokerage firm representing the buyer in the purchase of seller's property ("Seller's Offer"). Seller's Offer, if any, will be stated in the purchase and sale agreement. If Seller's Offer is greater than the Buyer Brokerage Compensation set forth in Section 6(a), You may request in your offer that the excess amount be credited to You (to the extent allowed by your lender).
- b. Listings. Regardless of the amount or existence of Seller's Offer of compensation, Buyer Broker will bring all relevant listings to your attention.

8. COMPENSATION TERMS.

- a. Except as otherwise agreed herein, the Buyer Brokerage Compensation is due at closing when You purchase real property located in the Area during the Term and:
- i. Exclusive Agency: the property has not been excluded from this Agreement.
 - ii. Non-Exclusive Agency: the Firm represents You in the transaction, as indicated on the purchase agreement.
- b. Compensation After Expiration or Termination. If You purchase a property in the Area within _____ days (60 days if not filled in) after the Term, You shall pay Firm the Buyer Brokerage Compensation at closing if:
- i. Exclusive Agency: the property was brought to your 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 You 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 your behalf.
- c. Cancellation Without Legal Cause. For Exclusive Agency, if You cancel this Agreement without legal cause, You may be liable to Firm and Buyer Broker for damages incurred as a result of such cancellation.

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

_____.

10. VA FINANCING. If You are obtaining VA financing, VA regulations may require that the Buyer Brokerage Compensation be paid by the seller.

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

12. 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. You are solely responsible for interviewing and selecting inspectors. John L. Scott has no expertise in these matters.

13. NO DISTRESSED HOME CONVEYANCE. Firm will not represent or assist You 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.

14. 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.

15. 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.

16. 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.

17. 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