

Form 41 Buyer Brokerage Services Agreement Rev. 1/24

BUYER BROKERAGE SERVICES AGREEMENT

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Th	is Bu	ıyer Brokerage	Services Agreem	ent ("Agreement") is	effective upon mut	ual acceptai	nce ("Effective	Date") and	1
is r	nade	by and betwe	en WeLakesid	de	(Buyer Brok	erage Firm" or	"Firm") and	2
Pos				Buyer		("Buyer	") for real prop	erty located	3
in t		ollowing are as:	WA	Buyer		(unlimi	ted if not filled i	in) ("Area").	4
1.		FINITIONS. "Pourchase.	urchase(s)" includ	es a contract to purc	hase, an exchange	or contract	to exchange, o	or an option	5 6
2.	Agr Firr	TERM. This Agreement will expire lays (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.	AG	ENCY.							11
		•		receipt of the pamph		tate Brokera	age in Washing	gton."	12
	b.	Buyer. This A	greement creates	Firm appoints Your an agency relationsh upervising Broker). Y	ip with Buyer Broke	r and any of		ing brokers	
	C.		ionship. Buyer Bro (non-exclusive, if i	okerage Firm's repres not checked):	entation of Buyer fo	or the purch	ase of real pro	perty in the	16 17
				nter into an agency r perty in the Area ("Ex			state firm durin	g the Term	18 19
			<u>usive</u> . Buyer may e ("Non-Exclusive A	enter into a non-exclus gency").	sive agency relation	ship with oth	ner real estate f	irms during	20 21
4.	LIN	MITED DUAL A	GENCY.						22
	a.	acting as limit a limited dual	ed dual agents in agent, RCW 18.8	<u>gent</u> . If initialed below the sale of property th 6.060 prohibits Buye er limits Buyer Broker	at is listed by Buye Broker from advoo	r Broker. Bu ating terms	yer acknowled	lges that as	24
					Buyer's Initials	Date	Buyer's Initials	Date	27
	b.		er"), Buyer conser	yer purchases a prope nts to any Supervising					
5. COMPENSATION. Buyer acknowledges that there are no standard compensation rates and the this Agreement is fully negotiable and not set by law. The compensation for Buyer Brokerage ("Compensation") shall be:									
	a.	%	of purchase price;	\$	_; othel 100% of	the SOC			34
	b.	If Buyer Broker is a limited dual agent and represents both Buyer and the seller, then the Compensation shall 35 be (equal to the amount in subsection 5(a) if not filled in):							
		3 % (of purchase price;	\$	_; other:				37

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6. SELLER COMPENSATION OFFER.

BUYER BROKERAGE SERVICES AGREEMENT

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 is disclosed in the listing, shall be stated in the purchase and sale

Seller's Offer Equal to Compensation. If Seller's Offer is equal to the Compensation, Buyer shall accept Seller's

agreement, and may be accepted by Buyer, on behalf of Firm, in the purchase and sale agreement.

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No Rebate

b.	Seller's Offer Greater Than Compensation. If Seller's Offer is greater than the Compensation, Buyer shall
	accept Seller's Offer and Buyer shall not be obligated to separately pay Firm. The amount of Seller's Offer that
	is greater than the Compensation shall be:

Paid to Firm;

- Credited to Buyer (to the extent allowed by Buyer's lender) and any non-allowed amount paid to Firm;
- Credited to the seller; or
- Other: 0%/100% between buyer and Firm
- Seller's Offer Less Than Compensation. If Seller's Offer is less than the Compensation, Buyer shall accept Seller's Offer (if anv) and:
 - Pay the balance of the Compensation to Firm at closing:

Offer and Buyer shall not be obligated to separately pay Firm.

- Request that the seller pay the balance of the Compensation to Firm as a part of Buyer's offer to purchase 54 the property; or
 - Other:

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:

- Exclusive Agency. For Exclusive Agency, the purchase closes.
- 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. If within 180 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 64 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. 65
 - 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.

Provided that in either event, if Buyer or the seller pays compensation to another real estate firm representing 68 Buyer in conjunction with such a sale, the amount of compensation payable to Firm shall be reduced by the 69 amount paid to such other firm(s).

- Additional Consent. Buyer consents to Firm receiving compensation from more than one party and to sharing of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030 and any amounts paid to Firm reduce Buyer's obligation to Firm.
- Cancellation Without Legal Cause. For Exclusive Agency, if Buyer cancels this Agreement without legal cause, 74 Buyer may be liable for damages incurred by Firm as a result of such cancellation. 75

8. SHOWINGS, LISTINGS, VA FINANCING

- Showing Properties. Buyer Boker ✓ shall: is shall not (shall if not checked) be obligated to show properties to 77 Buyer for which there is no Seller's Offer and Buyer has not agreed to pay the Compensation. 78
- Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of Seller's Offer. 79 80
- c. VA Financing. Due to VA regulations, if Buyer is obtaining VA financing, the Compensation must be paid by the seller. 81

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