



How to Prepare Form 41

Form 41
Buyer Brokerage Services Agreement
Rev. 1/24
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BUYER BROKERAGE SERVICES AGREEMENT

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- 6. SELLER COMPENSATION OFFER.** 38
- 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 agreement, and may be accepted by Buyer, on behalf of Firm, in the purchase and sale agreement. 39-41
- a. Seller's Offer Equal to Compensation. If Seller's Offer is equal to the Compensation, Buyer shall accept Seller's Offer and Buyer shall not be obligated to separately pay Firm. 42-43
- 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: 44-46
- Paid to Firm; 47
 - Credited to Buyer (to the extent allowed by Buyer's lender) and any non-allowed amount paid to Firm; 48
 - Credited to the seller; or 49
 - Other: 0%/100% between buyer and Firm 50
- c. Seller's Offer Less Than Compensation. If Seller's Offer is less than the Compensation, Buyer shall accept Seller's Offer (if any) and: 51-52
- Pay the balance of the Compensation to Firm at closing; 53
 - Request that the seller pay the balance of the Compensation to Firm as a part of Buyer's offer to purchase the property; or 54
 - Other: _____ 55-56
- 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: 57-58
- a. Exclusive Agency. For Exclusive Agency, the purchase closes. 59
- 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. 60-61
- c. Compensation After Expiration. If within 180 days (60 days if not filled in) after the Term: 62
- 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. 63-65
 - 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. 66-67
- Provided that in either event, if Buyer or the seller pays compensation to another real estate firm representing Buyer in conjunction with such a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other firm(s). 68-70
- d. 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. 71-73
- e. Cancellation Without Legal Cause. For Exclusive Agency, if Buyer cancels this Agreement without legal cause, Buyer may be liable for damages incurred by Firm as a result of such cancellation. 74-75
- 8. SHOWINGS, LISTINGS, VA FINANCING.** 76
- a. Showing Properties. Buyer Broker shall; shall not (shall if not checked) be obligated to show properties to Buyer for which there is no Seller's Offer and Buyer has not agreed to pay the Compensation. 77-78
- b. Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of Seller's Offer. 79
- Exceptions: _____ 80
- c. VA Financing. Due to VA regulations, if Buyer is obtaining VA financing, the Compensation must be paid by the seller. 81

No Rebate
OR
Rebate