

WINDERMERE BUYER AGENCY AGREEMENT

Date: _____ Expiration Date: _____

Buyer(s): _____

Agent: _____ Broker: _____

Excluded Properties: _____

Geographic Boundaries: _____

1. Agency Agreement. Buyer retains Agent and Broker to act as Buyer's agent in the purchase of real property. Broker may appoint other licensees associated with Broker to represent Buyer as Buyer's subagents. Agent agrees to represent Buyer in accordance with the duties of a buyer's agent set forth in RCW Chapter 18.86, including the duty to make a good faith and continuous effort to find a property for Buyer. Buyer has received a copy of the pamphlet, *The Law of Real Estate Agency*, which describes Agent's duties to Buyer. Any duties in addition to those set forth in *The Law of Real Estate Agency* must be agreed to in writing.

2. Scope of Agency and Compensation. Buyer agrees to use Agent's services if, during the term of this Agreement, Buyer purchases any Property for which Agent provided Real Estate Broker Services. On listed property, Agent's sole compensation will be the selling office commission paid by Seller. On unlisted properties, Buyer agrees to pay _____% of the final sales price. Any commission paid by the Seller shall be credited to Buyer's commission. If the commission paid by the Seller is more than the amount due Agent under this paragraph, then agent shall be entitled to the full amount of any commission paid by the Seller. All commissions shall be paid at closing. Buyer agrees that agent and Broker may be compensated by both Buyer and Seller.

3. 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 45 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.

4. Affinity Groups. Broker and Agent will not participate in any fee sharing arrangements or rebates unless Broker agrees in writing when this Agreement is signed.

5. 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*.

Competing Buyers. Buyer acknowledges and agrees that Agent may represent other buyers interested in the same properties. Once 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.

6. Attorney Fees. In the event of a fee dispute, the prevailing party shall be entitled to reasonable attorneys fees and actual expenses.

7. Agent Contact Information. Buyer may reach Agent at the following telephone and fax numbers: _____

Buyer should contact _____ at _____ . If Buyer is unable to reach Agent in an emergency,

8. Buyer Contact information. Agent may reach Buyer at the following telephone and fax numbers: _____

Agent should contact _____ at _____ . If Agent is unable to reach Buyer in an emergency,

Buyer Date

Agent Date

Buyer Date

Broker (print) Date