

**BUYER BROKERAGE
SERVICES AGREEMENT**

This Buyer Brokerage Services Agreement ("Agreement") is effective upon mutual acceptance ("Effective Date") and is made by and between Coldwell Banker 360 Team ("Buyer Brokerage Firm" or "Firm") and

Brian P. Windermeier Debbie L. Windermeier ("Buyer") for real property located
Buyer Buyer
in the following areas: Island and Skagit County (unlimited if not filled in) ("Area").

1. DEFINITIONS. "Purchase(s)" includes a contract to purchase, an exchange or contract to exchange, or an option to purchase.

2. TERM. This Agreement will expire _____ days (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. AGENCY.

- a. Pamphlet. Buyer acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."
- b. Buyer Broker. Buyer Brokerage Firm appoints Peter T. Rivera ("Buyer Broker") to represent Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Firm's managing brokers who supervise Buyer Broker ("Supervising Broker"). No other brokers affiliated with Firm are agents of Buyer.
- c. Agency Relationship. Buyer Brokerage Firm's representation of Buyer for the purchase of real property in the Area shall be (non-exclusive, if not checked):
- ☐ Exclusive. Buyer may not enter into an agency relationship with another real estate firm during the Term for the purchase of real property in the Area ("Exclusive Agency"); or
- ☒ Non-Exclusive. Buyer may enter into a non-exclusive agency relationship with other real estate firms during the Term ("Non-Exclusive Agency").

4. LIMITED DUAL AGENCY.

- a. Buyer Broker as Limited Dual Agent. If initialed below, Buyer consents to Buyer Broker and Supervising Broker acting as limited dual agents in the sale of property that is listed by Buyer Broker. Buyer acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Buyer Broker from advocating terms favorable to Buyer to the detriment of the seller and further limits Buyer Broker's representation of Buyer.

Buyer's Initials Date Buyer's Initials Date

- b. Firm Limited Dual Agency. If Buyer purchases a property listed by one of Firm's brokers other than Buyer Broker ("Listing Broker"), Buyer consents to any Supervising Broker, who also supervises Listing Broker, acting as a limited dual agent.

5. COMPENSATION. Buyer acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. Firm may not receive any compensation for brokerage services provided to Buyer from any source greater than the amount set forth in this Section 5 or any subsequent amendment hereto. The compensation for Buyer Brokerage Firm's services (the "Compensation") shall be:

- a. _____ % of purchase price; \$ _____; other: As offered by Seller; or
- b. If Buyer Broker is a limited dual agent and represents both Buyer and the seller, then the Compensation shall be (equal to the amount in subsection 5(a) if not filled in):
_____ % of purchase price; \$ _____; other: _____; or
- c. If the seller is not represented by a licensed real estate firm, then the Compensation shall be (equal to the amount in subsection 5(a) if not filled in):
_____ % of purchase price; \$ _____; other: _____.

Buyer's Initials Date Buyer's Initials Date

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6. SELLER COMPENSATION OFFER.

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, if any, shall be stated in the purchase and sale agreement.

Buyer may request that the seller pay the Compensation to Firm as part of Buyer's offer, and Buyer shall pay any amount of the Compensation not paid by seller.

If Seller's Offer is greater than the Compensation, as part of Buyer's offer, Buyer may request that the amount of Seller's Offer that is greater than the Compensation be credited to Buyer (to the extent allowed by Buyer's lender).

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:

a. Exclusive Agency. For Exclusive Agency, the purchase closes.

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.

c. Compensation After Expiration. If within _____ 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 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.

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 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).

d. Additional Consent. Buyer consents to Firm receiving compensation from more than one party, provided that any terms offered to Firm are disclosed as required by RCW 18.86.030 and any amounts paid to Firm reduce Buyer's obligation to Firm.

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.

f. Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of Seller's Offer.

g. VA Financing. If Buyer is obtaining VA financing, VA regulations may require the Compensation be paid by the seller.

8. REFERRAL FEE DISCLOSURE. Buyer Brokerage Firm ☐ is; ☐ is not (is not, if not filled in) obligated to pay a portion of the Compensation to a real estate firm ("Referring Firm") that referred Buyer to Buyer Brokerage Firm. Buyer consents to Buyer Brokerage Firm sharing a portion of the Compensation as follows:

a. Referring Firm: _____;

b. Referral Fee: _____% of the Compensation; or \$_____.

9. NO WARRANTIES OR REPRESENTATIONS. Firm makes no warranties or representations regarding the value of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to the property's suitability and value.

10. INSPECTION RECOMMENDED. Firm recommends that any offer to purchase a property be conditioned on an inspection of the property and its improvements conducted by a licensed inspector. Firm and Buyer Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors.

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11. NO DISTRESSED HOME CONVEYANCE. Firm will not represent or assist Buyer in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. "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.

12. FAIR HOUSING. Local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably 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.

13. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the property is located.

14. OTHER.

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Buyer's Signature Date

Buyer's Signature Date

Buyer E-mail Address

Buyer Phone Number

Coldwell Banker 360 Team

Buyer Brokerage Firm

Buyer Broker's Signature Date

Buyer Brokerage Firm License Number

Buyer Broker License Number

Buyer Broker E-mail Address

Buyer Broker Phone Number