

EXCLUSIVE BUYER AGENCY AGREEMENT

This Exclusive Buyer Agency Agreement is made this _____ by and between Best Choice Realty, Inc., a Washington corporation, (the "Real Estate Firm") and _____ (the "Buyer"). The Real Estate Firm appoints _____ to be the Buyer's real estate agent (the "Agent.>").

In consideration of the services to be rendered by the Real Estate Firm and the Agent, the Buyer grants to the Real Estate Firm the right to represent the Buyer in the acquisition of real property. As used in this Agreement, "acquisition of real property" shall include any purchase, option, or lease to own property. The term "seller" shall include a lessor or optionor.

- 1. TERM.** This Agreement shall commence upon signing and be in effect for one hundred and twenty (120) days. If the Buyer shall purchase a real property within the Area during the course of the term of this Agreement; or, within ninety (90) days of the expiration or termination of this Agreement the Buyer shall purchase real property brought to the attention of the Buyer by the Agent, then Buyer shall compensate the Real Estate Firm as set forth below.
- 2. RESPONSIBILITIES.** The Buyer will work exclusively with the Real Estate Firm and Agent, during the term of this Agreement. The Agent will use his/her professional knowledge and skills to locate and present real property, which is available for purchase and suitable for the Buyer's identified needs within the geographic area described below. The Agent will assist the Buyer through the process of acquisition and closing and represent the interests of the Buyer in all negotiations and transactions regarding the acquisition of real property, as well as those additional duties specified in RCW 18.86.050.
- 3. AREA.** The Agent will search for real property for the Buyer within the geographic area(s) of:
King, Pierce, Snohomish, Thurston, Kitsap, Lewis, Island, Mason, Whatcom, Clallam, and Jefferson Counties
- 4. NO WARRANTIES/REPRESENTATIONS.** Neither the Real Estate Firm nor the Agent makes any warranties or representations regarding the value of or the suitability of any real property for Buyer's purposes. The Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy the Buyer as to the real properties suitability and value, prior to closing a purchase of real property. The Real Estate Firm recommends that any offer to purchase any real property be conditioned upon the Buyer's inspection of the real property and its improvements. The Real Estate Firm and Agent have no expertise on these matters and the Buyer is solely responsible for interviewing and selecting all inspectors and appraisers.
- 5. COMPENSATION.** Buyer agrees that the Real Estate Firm shall receive a fixed fee of three (3) percent of the purchase price of real property purchased by the Buyer. In many cases, the fee specified in this Agreement may be paid by a seller, including when the Real Estate Firm and Agent is offered compensation of as a portion of the commission offered by the listing real estate broker to the Buyer's agent and the contract for sale authorizes the closing agent to pay that portion to the Real Estate Firm and Agent. The Buyer authorizes the Real Estate Firm to receive all or a portion of the fee from the listing real estate broker or seller. The Agent and Real Estate firm will disclose any such commission or bonuses offered by the seller, prior to preparing any offer to purchase for the Buyer's signature. In the event that such commission or

Buyer's Initials Date Buyer's Initials Date

bonuses is less than the compensation provided by this Agreement, then Buyer will pay the difference at closing.

6. **VA TRANSACTIONS.** Due to VA regulations, VA financed transactions will be conditioned upon the full commission being paid by the seller.
7. **NO DISTRESSED HOME CONVEYANCE.** The Real Estate Firm will not represent or assist the Buyer in a transaction that is a "Distressed Home Conveyance" as defined by RCW 61.34. A "Distressed Home Conveyance" is a transaction that allows the seller to continue to occupy the property and promises to convey the property back to the Distressed Homeowner or a Homeowner an interest in or portion of the proceeds from the resale of the real property.
8. **ATTORNEYS' FEES.** In the event of dispute concerning this Agreement, including claims pursuant to the Washington Consumer Protection Act, the prevailing party is entitled to court costs and reasonable attorney's fees. The venue for any dispute shall be the county in which the real property is located.
9. **OTHER.** This Agreement contains the full and entire agreement between the Buyer and the Real Estate Firm and supersedes any prior or contemporaneous agreements, if any, whether in writing or oral between the parties. Each party acknowledges receipt of a copy of this Agreement. This agreement may not be canceled or modified, except in writing that is signed by both of the parties.

The Buyer has read and approves this Agreement and acknowledges receipt of a copy.

Buyer Date

Buyer Date

Address

City, State, Zip

Phone Fax

E-mail Address

Best Choice Realty

Real Estate Firm

By: Agent