

# WINDERMERE BUYER AGENCY AGREEMENT

Date: \_\_\_\_\_, \_\_\_\_\_ Expiration Date: \_\_\_\_\_, \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Agent: Ryan Martin & KC Coonc Broker: Windermere Real Estate/Whatcom, Inc.

Excluded properties or geographic limitations: \_\_\_\_\_

**1. Agency Agreement.** Buyer retains Agent and Broker to act as Buyer's agent in the purchase of real property. Agent agrees to represent Buyer in accordance with the duties of a buyer's agent set forth in "The Law of Real Estate Agency" pamphlet, which Buyer has received. 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 retains Agent and Broker with respect to properties listed with Broker or a multiple listing service in which Broker is a member (MLS). Buyer agrees to use Agent's services if, during the term of this Agreement, Buyer purchases any Property for which Agent provided Real Estate Brokerage Services. For properties listed with MLS, Agent's compensation will be the selling office commission paid by Seller/Listing Broker.

**3. Unlisted Properties.** Agent and Broker may, but are not required to, locate real estate for Buyer that is not listed with Broker's MLS. If Buyer purchases an unlisted property for which Agent provided Real Estate Brokerage Services, Buyer agrees to pay 2 % of the final sales price. Any commission paid by the Seller shall be credited to Buyer's commission. Buyer agrees that agent and Broker may be compensated by both Buyer and Seller. All commissions shall be paid at closing.

**4. 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 90 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.

**5. Referral Fees.** Broker and Agent will not participate in any fee sharing arrangements or rebates unless Broker agrees writing when this Agreement is signed.

**6. 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. If Agent is a dual agent, Buyer agrees that Agent may write and present additional offers to purchase the property as the Seller's agent.

**Competing Buyers.** Buyer acknowledges and agrees that Agent may represent other buyers interested in the same properties. After 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 expenses in connection with the fee dispute.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone Numbers \_\_\_\_\_

email \_\_\_\_\_

Licensee \_\_\_\_\_ Date \_\_\_\_\_

1200 Old Fairhaven PKWY #106 B'ham, WA  
Address

360-319-0040 / 360-305-9977  
Phone Numbers

Ryan@SolutionsTeam.net  
email