



# How to Prepare Form 41

RE Buffet  
REAL ESTATE

Form 41  
Buyer Brokerage Services Agreement  
Rev. 1/24  
Page 1 of 3

## BUYER BROKERAGE SERVICES AGREEMENT

©Copyright 2024  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

This Buyer Brokerage Services Agreement ("Agreement") is effective upon mutual acceptance ("Effective Date") and 1  
is made by and between RE Buffet ("Buyer Brokerage Firm" or "Firm") and 2  
Buyer ("Buyer") for real property located 3  
in the following areas: WA (unlimited if not filled in) ("Area"). 4

1. **DEFINITIONS.** "Purchase(s)" includes a contract to purchase, an exchange or contract to exchange, or an option to purchase. 5  
2. **TERM.** This Agreement will expire 180 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. 6-10

3. **AGENCY.** 11

- a. Pamphlet. Buyer acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 12
- b. Buyer Broker. Buyer Brokerage Firm appoints Your Name ("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.~~ 13-15
- 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): 16-17
  - 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 18-19
  - Non-Exclusive. Buyer may enter into a non-exclusive agency relationship with other real estate firms during the Term ("Non-Exclusive Agency"). 20-21

4. **LIMITED DUAL AGENCY.** 22

- 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. 23-26

\_\_\_\_\_  
Buyer's Initials      Date      Buyer's Initials      Date 27

- 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. 28-30

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. The compensation for Buyer Brokerage Firm's services (the "Compensation") shall be: 31-33

- a. \_\_\_\_\_ % of purchase price; \$ \_\_\_\_\_; other: 100% of the SOC 34
- 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): 35-36  
3 % of purchase price; \$ \_\_\_\_\_; other: \_\_\_\_\_ 37

RE Buffet  
REAL ESTATE



# How to Prepare Form 41

RE Buffet  
REAL ESTATE

Form 41  
Buyer Brokerage Services Agreement  
Rev. 1/24  
Page 2 of 3

## BUYER BROKERAGE SERVICES AGREEMENT

©Copyright 2024  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

### 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 39  
real property ("Seller's Offer"). Seller's Offer is disclosed in the listing, shall be stated in the purchase and sale 40  
agreement, and may be accepted by Buyer, on behalf of Firm, in the purchase and sale agreement. 41

a. Seller's Offer Equal to Compensation. If Seller's Offer is equal to the Compensation, Buyer shall accept Seller's 42  
Offer and Buyer shall not be obligated to separately pay Firm. 43

b. Seller's Offer Greater Than Compensation. If Seller's Offer is greater than the Compensation, Buyer shall 44  
accept Seller's Offer and Buyer shall not be obligated to separately pay Firm. The amount of Seller's Offer that 45  
is greater than the Compensation shall be: 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 51  
Seller's Offer (if any) and: 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 54  
the property; or 55

Other: \_\_\_\_\_ 56

### 7. COMPENSATION TERMS. The Compensation is due (except as otherwise agreed herein) when Buyer purchases 57 real property located in the Area during the Term and: 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 60  
Buyer in such purchase as indicated on the purchase and sale agreement. 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 63  
the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or a 64  
property that Buyer inquired about to Firm during the Term. Compensation is due when the purchase closes. 65

ii. Non-Exclusive Agency. Buyer purchases a property for which Buyer Brokerage Firm presented a written offer 66  
to the seller on behalf of Buyer during the Term. Compensation is due when the purchase closes. 67

Provided that in either event, if Buyer or the seller pays compensation to another real estate firm representing 68  
Buyer in conjunction with such a sale, the amount of compensation payable to Firm shall be reduced by the 69  
amount paid to such other firm(s). 70

d. Additional Consent. Buyer consents to Firm receiving compensation from more than one party and to sharing 71  
of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as 72  
required by RCW 18.86.030 and any amounts paid to Firm reduce Buyer's obligation to Firm. 73

e. Cancellation Without Legal Cause. For Exclusive Agency, if Buyer cancels this Agreement without legal cause, 74  
Buyer may be liable for damages incurred by Firm as a result of such cancellation. 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 77  
Buyer for which there is no Seller's Offer and Buyer has not agreed to pay the Compensation. 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

RE Buffet  
REAL ESTATE