

BUYER'S AGENCY AGREEMENT

This Buyer's Agency Agreement is made this _____ day of _____, 200____ between
BCI PROPERTIES, LLC - 11314 17th Ave. E., Tacoma WA 98445 - Ph. (253) 324-9699 ("Broker")
and X ("Buyer").

- 1. **AGENCY RELATION CREATED.** Broker appoints Donald J. Leske II ("Agent") to represent Buyer. This Agreement creates an agency relationship between Buyer, Agent, and Agent's Broker, Designated Broker, or Branch Manager. This Agreement **does not** create an agency relationship or responsibilities between Buyer and any other broker or salesperson licensed with the company named above; provided Buyer authorizes Broker to appoint other salespersons affiliated with Broker as subagents to act on Buyer's behalf as and when needed, at Broker's discretion. Any other broker or salesperson licensed to the company named above will not be representing the Buyer and may represent the Seller. Accordingly, for purposes of this Agreement, the term "Broker" means Agent including any subagents and Agent's Broker, Designated Broker, or Branch Manager, unless expressly stated otherwise. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."
- 2. **BROKER'S LISTINGS/AGENT'S OWN LISTINGS/DUAL AGENCY.** If Broker locates a property that is listed by one of Broker's salespersons other than Agent, then Buyer consents to Broker acting as a dual agent. Further, if Broker locates a property listed by Agent then Buyer consents to Agent and Broker acting as dual agents. Different salespersons affiliated with Broker may represent different buyers in competing transactions involving the same property and that this shall not be considered action by Broker that is adverse or detrimental to the interests of either buyer, nor shall it be considered a conflict of interest on the part of Broker.
- 3. **TERM OF AGREEMENT.** This Agreement will expire 120 (120 days from signing if not filled in) or by prior written notice by either party. Buyer shall be under no obligation to Broker except for those obligations existing at the time of termination.
- 4. **NO WARRANTIES OR REPRESENTATIONS.** Broker 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.
- 5. **INSPECTIONS RECOMMENDED.** Broker recommends that any offer to purchase a property be conditioned on Buyer's inspection of the property and its improvements. Broker and Agent have no expertise on these matters and Buyer is solely responsible for interviewing and selecting all inspectors.
- 6. **COMPENSATION.** Buyer shall pay Broker compensation as follows:
If seller does not pay at least 3% to Buyers Agent, then Buyer agrees to pay the difference so that buyers agent is fully compensated to a minimum of 3% agency fee.

Broker will utilize a Multiple Listing service to locate properties and MLS rules may require the Seller to compensate Broker by apportioning a commission between the Listing Agent and Broker. Broker will disclose any such commission or bonuses offered by the Seller prior to preparing any offer. Buyer will be credited with any commission or bonus so payable to Broker. In the event that said commission and any bonus is less than the compensation provided in this Agreement, Buyer will pay the difference at the time of closing. In the event that said commission and any bonus is equal to or greater than the compensation provided for by this Agreement, no compensation is due Broker. If Broker acts as a dual agent, then Broker shall receive the listing and selling commission paid by the Seller plus any additional compensation Broker may have negotiated with the Seller. All such compensation shall be credited toward the fee specified above.

If Buyer shall, during the course of or within six (6) months after the expiration or termination of this Agreement, purchase a property that was first brought to the attention of Buyer by the efforts or actions of Broker, or through information secured directly or indirectly from or through Broker, then Buyer shall pay to Broker the compensation provided for herein.

- 7. **VA TRANSACTIONS.** Due to VA regulations, VA financed transactions shall be conditioned upon the full commission being paid by the Seller.
- 8. **"DISTRESSED HOMES."** Broker is not required to show property to Buyer if the property is a "Distressed Home" as defined by RCW 61.34 or if the Seller has not signed a NWMLS listing agreement or amendment to listing agreement bearing a revision date of 6/08 or later. Broker will not represent or assist Buyer in a transaction that is a "Distressed Home Conveyance/Reconveyance" as defined by RCW 61.34 unless otherwise agreed in writing. A "Distressed Home Conveyance/Reconveyance" is a transaction in which the Buyer purchases property from a "Distressed Homeowner" (defined by RCW 61.34), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or allow the Distressed Homeowner to share a portion of the proceeds from a resale of the property.
- 9. **ATTORNEYS' FEES** In the event of suit concerning this Agreement, including claims pursuant to the Washington Consumer Protection Act, the prevailing party is entitled to court costs and a reasonable attorney's fee. The venue of any suit shall be the county in which the property is located.

10. **OTHER AGREEMENTS (none if not filled in).**
Buyer agrees to extend this agreement by 120 day periods if it expires while negotiations have began or a property has been selected to make an offer on. - Please sign/date and Fax to: (253) 536-1236 or scan and then email back to dleske@homesandproperties.com -

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

X
Buyer _____ Date _____

BCI PROPERTIES, LLC - 11314
Broker (Company)

Buyer _____ Date _____

By: (Agent _____)

X
Address _____

X
City, State, Zip _____

X
Phone _____ Fa _____

X
E-mail Address _____

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61