



**KR Business Brokers**  
 2024 Madison St  
 Everett, WA 98203  
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CBA Form BB-1  
 Buyer's Agency Agreement  
 Rev 1/2011  
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## BUYER'S AGENCY AGREEMENT (Purchase, Option to Purchase, and/or Lease)

CBA Text Disclaimer: Text deleted by licensee indicated by strike. New text inserted by licensee indicated by small capital letters.

This Agreement is made by and between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Firm"). Buyer hereby grants to Firm the  sole and exclusive right  non-exclusive right (exclusive right if not filled in) to locate real property of the description below for  purchase;  lease;  option to purchase.

1. **DURATION OF AGREEMENT.** This Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ and shall expire at 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_ (the "Expiration Date").
2. **DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; (b) "Buyer" shall not only mean a principal who wishes to purchase real property or an option to purchase property but also a principal who desires to lease or rent real property; and (c) "Firm" shall mean and include the broker assigned to represent Buyer, any subagents appointed to represent Buyer, and the Designated Broker of the Firm identified above. The phrase "this Agreement" and "during the term hereof" include separate, written extensions or renewals of this Agreement.
3. **AGENCY / DUAL AGENCY.** Buyer authorizes Firm to appoint \_\_\_\_\_ as Buyer's Broker. This Agreement creates an agency relationship with Buyer's Broker and any of Firm's brokers, including Designated Broker who supervise Buyer's Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Buyer's behalf as and when needed.

If Property is purchased or leased from an owner represented by one of Firm's brokers other than Buyer's Broker ("Owner's Broker"), Buyer consents to any Supervising Broker who also supervises Owner's Broker acting as a dual agent. If Property is purchased, leased or optioned from an owner who Buyer's Broker also represents, Buyer consents to Buyer's Broker and Supervising Broker acting as dual agents. Buyer has received from Buyer's Broker the pamphlet entitled "The Law of Real Estate Agency."

If Firm acts as a dual agent, then Firm shall be entitled to both the listing and the selling office commission, plus any additional compensation Firm may have negotiated with the owner.

4. **COMPENSATION.** In consideration of the services to be rendered by Firm, Buyer agrees to pay Firm as follows:

- Retainer Fee.** Buyer shall pay Firm a nonrefundable retainer fee of \$\_\_\_\_\_, payable when Buyer signs this Agreement. The retainer shall be credited against any hourly fee or commission to which Firm shall become entitled under this Agreement.
- Hourly Fee.** Buyer shall pay to Firm \$\_\_\_\_\_ per hour for time spent by Buyer's Broker pursuant to this Agreement, payable when billed to Buyer. Buyer shall pay the hourly fees even if Firm does not locate a property for Buyer or Buyer does not enter into a written purchase, option to purchase, or lease agreement for property located by Firm.
- Commission.** Buyer shall pay to Firm \$\_\_\_\_\_ or \_\_\_\_\_% of the purchase price or \_\_\_\_\_ if Buyer enters into a lease or option. This commission shall be payable if Buyer shall, during the term of this Agreement or within six months after the Expiration Date or earlier termination, enter into a written purchase, option to purchase, or lease agreement for a property that Buyer learned about during the term of this Agreement, regardless of whether Buyer learned of the same through the efforts of Firm, a third party, or through Buyer's own efforts. If, however, Broker is granted a "non-exclusive" right to find property on Buyer's behalf (see above), then the commission shall be payable only if Buyer shall, during the term of this Agreement or within six months after the Expiration Date or earlier termination, enter into a written purchase, option to purchase, or lease agreement for a property that Buyer learned about during the term of this Agreement through the efforts of Firm.

INITIALS:    Principal\_\_\_\_\_                      Principal\_\_\_\_\_                      Agent\_\_\_\_\_

                  Date\_\_\_\_\_                      Date\_\_\_\_\_                      Date\_\_\_\_\_



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 (CONTINUED)

Buyer authorizes Firm to enter into co-operative brokerage agreements and acknowledges that Firm may use CBA to locate property for Buyer. Buyer agrees that CBA's rules may require the owner to compensate Firm by apportioning a commission between a listing firm and Firm. If the owner compensates Firm, whether pursuant to CBA rules or otherwise, then a) Firm shall disclose that fact to Buyer; b) the compensation paid by the owner shall be credited against the compensation that Buyer is required to pay pursuant to this Agreement, and c) Buyer shall pay the difference, if any, to Firm. If the amount paid by the owner is greater than the compensation that Buyer must pay pursuant to this Agreement, then Firm shall be entitled to keep the additional amount, less any retainer or compensation paid by Buyer to Firm.

**5. EXPENSES.** In addition to any compensation due Firm, Buyer  shall  shall not (shall not if not filled in) be obliged to pay any expenses incurred by Firm in locating property for Buyer, including but not limited to advertising; mileage or travel expenses; and the following other expenses: \_\_\_\_\_.

**6. TERMINATION.** This Agreement may be terminated in writing by either party. If this Agreement is terminated by Buyer before the Expiration Date and Buyer is required by this Agreement to pay Firm's expenses, Buyer shall reimburse Firm for all expenses reasonably incurred by Firm prior to termination.

**7. REPRESENTATIONS AND WARRANTIES.** Firm makes no representations or warranties about any of the properties that Firm may identify for Buyer, their value, or whether they will be suitable for Buyer's intended or actual use. Firm recommends that Buyer perform due diligence investigations and inspections using parties competent to determine property value and suitability, and Buyer acknowledges that Firm does not have expertise in such matters.

**8. ATTORNEYS' FEES.** In the event either Buyer or Firm employs an attorney to enforce any terms of this Agreement, the prevailing party is entitled to court costs and reasonable attorneys' fees. In the event of trial, this Agreement shall be governed by and construed in accordance with Washington law, and the amount of attorney's fees shall be fixed by the Court.

**9. ADDITIONAL TERMS AND CONDITIONS** are  attached  as follows: \_\_\_\_\_.

**9. GENERAL NATURE OF PROPERTY.**

SIZE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

PRICE/RENTAL RANGE: \_\_\_\_\_

TERMS: \_\_\_\_\_

SPECIAL REQUIREMENTS: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BUYER**

\_\_\_\_\_  
 Buyer/Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
 Buyer/Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_



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(CONTINUED)

**FIRM**

\_\_\_\_\_ Firm (Company)  
Office

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_