

**BUYER AGENCY AGREEMENT**

- 1 1. DATE: \_\_\_\_\_, 20\_\_
- 2
- 3 2. PARTIES:
- 4 a. Buyer \_\_\_\_\_
- 5 b. Agent \_\_\_\_\_
- 6 c. Company Messick Realty Group
- 7
- 8 3. **AGENCY AGREEMENT.** Buyer retains Agent to act as Buyer's Agent for purchase of real property. During the Term of
- 9 this Agreement, Buyer will not enter into an agreement with, or be represented by, any other real estate agent or broker with
- 10 respect to acquisition of real property.
- 11
- 12 4. **THE LAW OF REAL ESTATE AGENCY.** Buyer acknowledges receipt of the Law of Real Estate Agency pamphlet.
- 13 Agent agrees to represent Buyer in accordance with the duties of a buyer's agent set forth in The Law of Real Estate Agency.
- 14
- 15 5. **TERM.** The Term of this Agreement shall commence on the above date and shall expire at midnight on This agreement
- 16 shall not expire. This agreement is only valid for properties that are listed on the wholesalenw.com web site or company
- 17 listings that are sent to the buyer, from a representative of Messick Realty Group. This agreement is only valid for
- 18 company listings and we do not discourage you from working with an outside agency when purchasing homes that are
- 19 not represented by the wholesale division of Messick Realty Group.
- 20
- 21 6. **DESCRIPTION OF PROPERTY DESIRED.** Properties that are considered wholesale, or below standard market
- 22 price.
- 23
- 24 7. **COMPENSATION.** Buyer shall pay Compensation to Agent in the amount of 2.25% of the purchase price. Any
- 25 commission paid by the Seller or Listing Broker to Agent shall be credited to the Compensation, and Buyer shall pay the difference,
- 26 if any.
- 27
- 28 8. **COMPENSATION EARNED AND PAID.** The Compensation shall be fully earned and due under the conditions provided
- 29 below. The word "Term" as used in this paragraph includes all extensions or renewals.
- 30
- 31 a. **During the Term.** If Buyer, or someone acting on the Buyer's behalf, acquires any interest in real property
- 32 during the Term.
- 33
- 34 b. **After the Term.** If within (This contract does not expire) days (90 days if not filled in) after the expiration of the
- 35 Term, Buyer, or someone acting on Buyer's behalf, acquires any interest in:
- 36 i. Real property for which the Agent provided services or information; or
- 37 ii. Real property for which the Buyer first became aware of, during the Term.
- 38
- 39 c. **Lease Options.** The words "interest in real property" include a lease with an option to purchase.
- 40
- 41 d. **Compensation Paid.** The Compensation is due and payable in cash in full at the closing of the transaction for
- 42 which it is earned. If closing does not occur because of Buyer's failure without legal excuse to close, the
- 43 Compensation shall be immediately due and payable in full by the Buyer.
- 44
- 45 9. **TERMINATION.** Buyer or Agent may terminate this Agreement prior to expiration of the Term by giving written notice,
- 46 and the following shall apply:
- 47



**BUYER AGENCY AGREEMENT**

48 a. **Termination by Agent.** If Agent terminates this Agreement, then Buyer shall be relieved of all duties and  
49 obligations.

50  
51 b. ~~Termination by Buyer.~~ If Buyer terminates this Agreement, Agent shall be relieved of all duties and obligations,  
52 but Buyer shall remain obligated to pay Compensation as provided in Paragraphs 7 and 8 above, except that the Term  
53 shall be deemed to have expired when Agent has received Buyer's Notice of Termination.

54  
55 10. **AGENCY DISCLOSURES**

56  
57 a. **Dual Agency.** If Buyer is interested in a property listed by Agent, Buyer authorizes Agent to act as a dual agent  
58 in accordance with the Law of Real Estate Agency. If Buyer purchases a property listed with another real estate licensee  
59 associated with the same Broker, Buyer agrees that the listing agent will represent the seller, Buyer's Agent will represent Buyer,  
60 and the Broker will be a dual agent in accordance with the Law of Real Estate Agency. If Agent is a dual agent, Buyer agrees that  
61 Agent may write and present additional offers to purchase the property as the Seller's agent.

62  
63 b. **Competing Buyers.** Buyer acknowledges and agrees that Agent may represent other buyers interested in the  
64 same properties. After any buyer represented by Agent signs an offer to purchase a particular property, Agent may inform other  
65 buyers about the property, but will not represent any competing buyer with respect to that property during the term of that  
66 transaction. If any buyer represented by Agent expresses an interest in such a property, that buyer may be referred to another  
67 licensee (including licensees affiliated with the same Broker) for assistance on that property only. Buyer agrees that Agent may  
68 receive compensation for the referral and agrees that such compensation would not be adverse or detrimental to Buyer's interest in  
69 the transaction or create a conflict of interest.

70  
71 11. **INSPECTION AND OTHER PROFESSIONALS.** Buyer acknowledges that Agent is not an expert in tax, financing,  
72 surveying, engineering, inspecting, or physical condition of real property. Agent will make no warranties regarding the suitability or  
73 condition of any property. Buyer has been strongly advised by Agent, that Buyer should retain the services of a qualified  
74 professional inspector(s) to inspect the physical condition of the property, the existence of pests or wood destroying insects, the  
75 presence of underground storage tanks or hazardous substances, and compliance with laws, zoning regulations and building  
76 codes.

77  
78 12. **ATTORNEY FEES.** In the event of any dispute under this Agreement, the prevailing party shall be entitled to reasonable  
79 attorney fees and expenses incurred in such dispute, regardless of whether a lawsuit is instituted.

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81 13. **ENTIRE AGREEMENT.** This Agreement is the entire agreement of the parties. Buyer acknowledges and represents that  
82 Buyer has not relied upon any statements or representations of the Agent, which are not specifically set forth in writing in this  
83 Agreement, or in an addendum signed by the Buyer and the Agent.

84  
85 Agent: \_\_\_\_\_ Date: \_\_\_\_\_  
86 Address: 11818 SE Millplain BLVD Vancouver WA 98684  
87 Phone Number: 360-521-6761  
88 Email: \_\_\_\_\_  
89

90 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
91 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
92 Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
93 Phone: (Work) \_\_\_\_\_ (Home) \_\_\_\_\_



**BUYER AGENCY AGREEMENT**

94 Email: \_\_\_\_\_



**AGENCY DISCLOSURE**

1 1. PARTIES: SELLER: \_\_\_\_\_  
2 BUYER: \_\_\_\_\_  
3

4 2. AGENCY DISCLOSURE:  
5 Selling Licensee represents:  
6  Buyer;  Seller;  both Buyer and Seller;  neither Buyer nor Seller  
7  
8 Listing Licensee represents:  
9  Seller;  both Buyer and Seller  
10

11 If the Selling and Listing Licensees are affiliated with the same Broker, and both Seller and Buyer are being represented (including  
12 by dual agents), then the Broker is a dual agent. Each party confirms that prior oral and/or written disclosure of agency was  
13 provided to them in this transaction and that each has received a copy of the document entitled "The Law of Real Estate Agency."  
14

15 Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_

16 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
17

18 Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_

19 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
20

21 Selling Licensee: \_\_\_\_\_ Listing Licensee: \_\_\_\_\_

22 Company: \_\_\_\_\_ Company: \_\_\_\_\_

