

BUYER'S AGENCY AGREEMENT

This Buyer's Agency Agreement is made this _____ day of _____, 2008 between 1
Skyline Properties, Inc. ("Broker") 2
and [put your name here] ("Buyer"). 3

1. **AGENCY RELATION CREATED.** Broker appoints Jo Soss ("Agent") to represent Buyer. 4
This Agreement creates an agency relationship between Buyer, Agent, and Agent's Broker, Designated Broker, or Branch Manager. This Agreement **does not** 5
create an agency relationship or responsibilities between Buyer and any other broker or salesperson licensed with the company named above; provided 6
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 dis- 7
cretion. Any other broker or salesperson licensed to the company named above will not be representing the Buyer and may represent the Seller. Accordingly, 8
for purposes of this Agreement, the term "Broker" means Agent including any subagents and Agent's Broker, Designated Broker, or Branch Manager, unless 9
expressly stated otherwise. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 10

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 11
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 12
as dual agents. Different salespersons affiliated with Broker may represent different buyers in competing transactions involving the same property and that this 13
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 14
of Broker. 15

3. **TERM OF AGREEMENT.** This Agreement will expire _____ (120 days from signing if not filled in) or by prior written notice by either party. Buyer shall be 16
under no obligation to Broker except for those obligations existing at the time of termination. 17

4. **NO WARRANTIES OR REPRESENTATIONS.** Broker makes no warranties or representations regarding the value of or the suitability of any property for Buyer's 18
purposes. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to the property's suitability and value. 19

5. **INSPECTIONS RECOMMENDED.** Broker recommends that any offer to purchase a property be conditioned on Buyer's inspection of the property and its 20
improvements. Broker and Agent have no expertise on these matters and Buyer is solely responsible for interviewing and selecting all inspectors. 21

6. **COMPENSATION.** Buyer shall pay Broker compensation as follows: 22
Buyer does NOT pay Skyline Properties, Inc./Jo Soss any commission for homes or properties where the 23
seller is paying the commissions. If there are no seller commissions paid as in the case of For Sale by 24
Owner or Bank/Lien Holder owned, then buyer agrees to pay 2.5% of the final sales price. 25

Broker will utilize a Multiple Listing service to locate properties and MLS rules may require the Seller to compensate Broker by apportioning a commission 26
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 27
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 28
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 29
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 30
by the Seller plus any additional compensation Broker may have negotiated with the Seller. All such compensation shall be credited toward the fee specified 31
above. 32

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 33
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 34
the compensation provided for herein. 35

7. **VA TRANSACTIONS.** Due to VA regulations, VA financed transactions shall be conditioned upon the full commission being paid by the Seller. 36

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 37
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 38
transaction that is a "Distressed Home Conveyance/Reconveyance" as defined by RCW 61.34 unless otherwise agreed in writing. A "Distressed Home 39
Conveyance/Reconveyance" is a transaction in which the Buyer purchases property from a "Distressed Homeowner" (defined by RCW 61.34), allows the 40
Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or allow the Distressed 41
Homeowner to share a portion of the proceeds from a resale of the property. 42

9. **ATTORNEYS' FEES.** In the event of suit concerning this Agreement, including claims pursuant to the Washington Consumer Protection Act, the prevailing party is 43
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. 44

10. **OTHER AGREEMENTS (none if not filled in).** 45

_____ 46
_____ 47
_____ 48

Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy. 49

Buyer _____ Date _____ Skyline Properties, Inc. 50
Broker (Company) _____ 51
Buyer _____ Date _____ By: (Agent) _____ 52

Address _____ 53

City, State, Zip _____ 54

Phone _____ Fax _____ 55

E-mail Address _____ 56

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