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A PLAIN-ENGLISH COMPANION

# Understanding Your Buyer Agreement

Everything Form 41 says — minus the legalese.

**PLEASE NOTE**

This explains the agreement — it isn't the contract or legal advice.  
Form 41 © Northwest Multiple Listing Service.





# The Paperwork, Explained

Before we start touring homes, we'll sign a Buyer Brokerage Services Agreement — the standard NWMLS Form 41 that every buyer in Washington signs with their agent. It's short, and mostly common sense. Here's what it actually says, in plain English, so nothing on that page is a surprise.

## PLEASE NOTE

This companion explains the agreement — it is not the contract itself and is not legal advice. The document you'll actually sign is the official NWMLS Form 41. Read it, ask me anything, and only sign when you're comfortable.

## What it is

It makes me officially your agent. In Washington, that relationship legally begins the moment we start working together — this agreement simply puts it in writing, so we both know exactly who represents you.

## What it isn't

It isn't a trap or a lifetime commitment. It has an end date, it can be non-exclusive, and it spells out clearly how I'm paid — so there are no surprises down the road.



# The Choices We'll Make

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## How Long It Lasts

The agreement runs for a set number of days — 60 if we don't write in another number. If you happen to be in the middle of buying a home when it expires, it automatically extends until that purchase closes or falls through, so you're never left unrepresented in the middle of a deal.

## Exclusive or Non-Exclusive

This one's your choice. Exclusive means I'm your only buyer's agent during the term. Non-exclusive means you're free to work with other firms too. If we don't check a box, it's non-exclusive by default.

## Limited Dual Agency

If you fall for a home that I also happen to list for the seller, I'd be representing both sides — what's called a 'limited dual agent.' You'd have to agree to that in writing, and by law I can't push either of you to the other's disadvantage. If you'd rather I not wear both hats, that's completely fine.



# How I Get Paid

This is the part everyone wants to understand, so let's be clear. Real estate commissions are fully negotiable — there is no standard rate set by law. Whatever we agree to is written right into the agreement, and I can't be paid more than that amount from any source.

## Who actually pays

In most sales the seller offers to cover your agent's compensation — but they aren't required to. We'll agree on my fee up front. When you make an offer, you can ask the seller to pay it. If the seller offers less than we agreed, you'd cover the difference; if they offer more, that extra can often come back to you, within your lender's rules.

## The fine print, simply

The fee can be a percentage of the price, a flat dollar amount, or something else — we write in the number together. If I ever represent both sides, or the seller has no agent of their own, the same fee applies unless we've agreed otherwise. And if you're using VA financing, the rules may require the seller to pay it.

### GOOD TO KNOW

Because it's negotiable, this is a real conversation — not a fixed number handed to you. Ask me anything about it.



# Your Protections

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## The home is yours to verify

The agreement is clear that I don't guarantee a property's value or condition — that's what inspections are for, and I strongly recommend them. I'll help you line up great inspectors, but the choice and the final call are always yours.

## Fair housing, always

The agreement restates your protection under local, state, and federal fair housing laws — no one can be treated differently based on who they are. Non-negotiable, and exactly how it should be.

## Before you sign, we'll fill in together:

- ✓ The area you're searching
- ✓ How long the agreement runs
- ✓ Exclusive or non-exclusive
- ✓ My compensation — the actual number
- ✓ Whether you consent to limited dual agency

### WORTH REMEMBERING

No blank on that form gets filled in without you understanding it first. That's a promise.