

BUYER BROKERAGE AGREEMENT

BROKER'S DUTIES. The undersigned Buyer's Broker agrees to represent the undersigned Buyer and to exercise due diligence in locating a property acceptable to Buyer and negotiating for the purchase of such property on terms and conditions acceptable to Buyer. Such negotiations may include Buyer's Broker bidding on behalf of Buyer at public auction on certain properties and to certain limits as established by Buyer. In the event that Buyer is successful at auction, Buyer agrees to finance such purchase in a timely manner and repay Buyer's Broker for any costs associated with such sale paid for by Buyer's Broker.

JOHN L. SCOTT'S FEE. Buyer agrees to pay John L. Scott Foreclosure Services as compensation for services to be rendered hereunder by Buyer's Broker a fee in the amount specified below, if within six months of the date of this Agreement and through the efforts of Buyer's Broker, Buyer enters into a binding and enforceable agreement for the purchase of property, or within six months after Buyer's Broker has brought to Buyer's attention a property, Buyer enters into a binding and enforceable agreement for the purchase of property. John L. Scott's fee shall be payable on the closing of such purchase or upon Buyer's default under the purchase agreement.

AMOUNT OF FEE. For property offered for sale at Public Judicial, Non-Judicial, and IRS Sales (including vacant land, residential, and commercial) ___% (3% if not filled in) of the bid price or county assessed value, whichever is greater. For the purchase of notes, deeds of trust, judgments ___% (3% if not filled in) of the face value of the note.

TERM OF AGREEMENT. This Agreement will expire _____ (365 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.

BROKER'S DEALING WITH OTHER BUYERS. Buyers acknowledge and agree that Broker may disclose information about properties in which Buyer is interested to other prospective buyers, which actions shall not constitute a conflict of interest. If Broker has multiple Buyers for the same property, Broker need not disclose that fact to either buyer.

NO AGENCY RELATIONSHIP. The parties agree that they have no agency relationship unless otherwise agreed to in writing. Buyer has received a copy of the pamphlet "The Law of Real Estate Agency." All foreclosure real estate brokerage services shall be provided by John L. Scott Foreclosure Services or another real estate licensee associated with John L. Scott Real Estate.

NO WARRANTIES OR REPRESENTATIONS. Buyer's Broker shall make information available to Buyer that it has compiled about properties in foreclosure. Buyer's Broker attempts to obtain information from trustees, tax records, multiple listing service records and other public sources. This information is made available for Buyer's use. Buyer's Broker and Broker do not have physical access to such properties and cannot guarantee the completeness or accuracy of the information it has compiled. Buyer's Broker does not make any representations about the quality or condition of the properties at public auction or the fitness of any property for the Buyer's needs. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to the property's suitability and value. The Buyer will not rely solely on information given by the Broker, but will obtain council from an attorney and/or certified public accountant.

INFORMATION CONFIDENTIAL. Buyer agrees that the information provided by Buyer's Broker shall be treated as confidential. Buyer agrees not to distribute or share any information provided by Buyer's Broker with any other party except and entity or company in which Buyer has an ownership interest and which has agreed to pay the fees set forth above. As liquidated damages, Buyer agrees to pay the fee set forth above for any property purchased by any other party with whom Buyer shared information from Buyer's Broker or Broker.

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.

OTHER AGREEMENTS (none if not filled in).

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

PLEASE FILL OUT CLEARLY

Buyer/Investor Name (Print clearly)

Buyer/Investor Signature

Date

Address

State

Zip

Phone

E-Mail

Referred By: _____ Referred by a Real Estate Broker? **YES** **NO**
(circle one)

For Website Access: Use your e-mail address and password to login at www.JLSforeclosures.com



Choose Your Password: _____
(Passwords can be changed by visiting **My Account** after logging into the website.)

PLEASE FAX TO: (425) 450-5336