



Connect Realty.com, Inc.
 4009 - A Bridgeport Way W
 University Place, WA 98466
 Phone: 425-949-4000
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 Commercial Brokers
 Association
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 CBA Form BB-1
 Rev'd 10/99
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**RETAINER AGREEMENT
 (Sale, Lease or Option)**

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

1. **RETAINER.** _____ ("Principal") retains _____ ("Broker") as Principal's sole and exclusive non-exclusive agent (non-exclusive if not filled in) to locate real property of the nature described below for purchase lease option to purchase, by the Principal.

2. **TERM.** This Agreement shall commence immediately and terminate at midnight of _____, 20____ unless sooner terminated in writing by either party. If sooner terminated by Principal, Broker shall be reimbursed by Principal for all expenditures reasonably incurred by Broker pursuant to this Agreement, and if this Agreement is for payment other than a commission, Principal shall pay Broker the portion thereof that is nonrefundable, or that was earned prior to termination. If this Agreement is terminated by Broker, Broker shall be reimbursed by Principal for all expenditures reasonably incurred by Broker prior to such termination. In either event, if Principal shall, within six months after the termination or expiration of this Agreement, enter into a written agreement or option to buy, exchange or lease any property that Principal became aware of through the Broker during the term of this Agreement, then subject to Paragraph 4, Principal will pay Broker the entire compensation provided below.

3. **AGENCY / DUAL AGENCY.** Owner authorizes Broker to appoint _____ ("Agent") to represent Principal as Principal's Agent. This Agreement creates an agency relationship between Principal, Agent and Agent's Broker, Designated Broker or Branch Manager. This Agreement does not create an agency relationship or responsibilities between Principal and any other broker or salesperson licensed with the company named above; provided, Principal authorizes Broker to appoint other salespersons affiliated with Broker as subagents to act on Principal's behalf as and when needed, at Broker's discretion. Any other broker or salesperson licensed to the company named above will not be representing the Principal and may be representing the Owner. Accordingly, for purposes of this Agreement, "Broker" means Agent, including any subagents, and Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise. Principal acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."

Principal agrees that if Broker locates a property the owner of which is represented by one of Broker's salespersons other than Agent, then Principal consents to Broker acting as a dual agent. Principal further agrees that if Broker locates a property the owner of which is represented by Agent then Principal consents to Agent and Broker acting as dual agents.

If Broker acts as a dual agent, then Broker shall be entitled to the entire commission payable under this Agreement plus any additional compensation Broker may have negotiated with the owner.

4. **COMPENSATION.** In consideration of the services to be rendered by Broker, Principal agrees to pay Broker as follows:
 - Retainer Fee.** A nonrefundable retainer fee of \$_____ payable on signing of this Agreement. Said fee shall be credited against any hourly fee or commission to which Broker shall become entitled under this Agreement.
 - Hourly Fee.** \$_____ per hour for time spent by Broker pursuant to this Agreement, payable when billed to Principal.
 - Commission.** \$_____ or _____ % of the purchase, lease or option price. This commission shall be payable if Principal shall, during the term of this Agreement or within six months after its expiration, enter into a written agreement or option to buy, exchange or lease a property Principal learned of during the term of this Agreement, and regardless of whether Principal learned of the same through the efforts of Broker, another Broker or Principal directly. Provided, however, that if "non-exclusive" is checked in

INITIALS: Principal_____ Principal_____ Agent_____

 Date_____ Date_____ Date_____



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**RETAINER AGREEMENT
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 (CONTINUED)**

Paragraph 1 above, then said amount shall be payable only in respect to property Principal learned of during the term of this Agreement through the Broker.

Broker agrees not to accept compensation from an owner or any other party unless the same is fully disclosed and agreed to by Principal. Provided, that if Broker locates a property through utilizing a Multiple Listing Service, then Broker will disclose that fact to Principal. Principal understands and agrees in advance that MLS rules may require the owner to compensate Broker by apportioning a commission between the listing agent and Broker. If an owner pays Broker any compensation, whether pursuant to MLS rules or otherwise, then said compensation shall be credited against the above compensation, and Principal agrees to pay the difference. If said compensation is greater than the above compensation, then Broker shall be entitled to the additional amount, less any retainer or compensation theretofore paid by Principal to Broker.

No assignment of Principal's right or opportunity to buy, lease or option property during the term of this Agreement shall operate to defeat Broker's right to compensation under this Agreement.

- 5. **EXPENSES.** In addition to any compensation due Broker, Principal shall shall not (shall not if not filled in) be obliged to pay any expenses incurred by Broker in locating property for Principal, including but not limited to advertising; mileage or travel expenses, and lodging and meals, beyond 100 miles from Broker's office; title reports; charges by others for tax and other property information; and the following other expenses: _____
- 6. **ATTORNEYS' FEES.** In the event either Principal or Broker employs an attorney to enforce any terms of this Agreement, the prevailing party is entitled to court costs and a reasonable attorneys' fee. In the event of a trial, the amount of attorneys' fee shall be fixed by the Court.
- 7. **ADDITIONAL TERMS AND CONDITIONS** are attached as follows: _____

8. GENERAL NATURE OF PROPERTY.

SIZE _____
 LOCATION _____
 PRICE/RENTAL RANGE _____
 TERMS _____
 SPECIAL REQUIREMENTS _____
 DATED this _____ day of _____, 20_____.

Broker (Office)	Principal
By _____ Broker (office)	Principal