



WASHINGTON REALTORS®

Legal Hotline Q&A of the Week

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Question:

My client called a broker on line to get into a home. Although he and I have a long history, I did not have a current Buyer Broker Contract and he did not call me to open the door to the home. Of course, the Broker had him sign a contract. My client signed a contract with this Broker for 365 days. The client told me that he said he could "transfer" the contract to me when my client told him that he had an agent. The Broker and I talked and we agreed to a referral. My question is - can I change the terms of the overriding contract that my client signed. For instance, the original contract has 5 apples for compensation. I would go to 3 apples in some instances, which would be a change in that original form. Can I do that?

Answer:

Buyer and new broker can enter any buyer brokerage services agreement with any terms they want. There is no assignment of the original BBSA from one firm to the other. Instead, what should be happening is that the first firm terminates the BBSA with buyer and releases buyer from all liability under the first BBSA while simultaneously entering a referral agreement with the new BB's firm. Then, buyer and new BB's firm should enter a BBSA reflective of the terms of agreement they want.

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