

# MLS4owners.com Service Agreement

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## Checklist Getting Started

We find that the more you know about the process, the more pleasant your experience will be. Here are the steps to help you advertise your property on your local multiple listing service, local and national real estate brokerage websites, and MLS4owners.com. Procedures differ slightly by local MLS.

### Prior to Activation

**AGREEMENT - Complete the MLS4owners.com Service Agreement (9 pages) AND MLS Exclusive Agency Agreement (Form 1B – two pages).** Our Agreement spells out point by point how our service for unrepresented sellers differs from traditional full service representation. Unlike the MLS Form 1A used by most real estate brokers, the Form 1B allows sellers to retain the right to sell the home without a commission if the buyer is unrepresented.

**LISTING INPUT DETAILS, INCLUDING MARKETING REMARKS AND DRIVING DIRECTIONS – Fill out the Listing Input Sheet.** Depending on whether your property is Single Family Residential, Condominium, Vacant Land or Multi-Family, the required information will vary. Marketing remarks and directions must be emailed separately to us.

**PHOTOS – Submit photographs.** The local Broker MLS requires that at least one exterior or view picture be posted. For best results, use the normal “landscape” orientation with a 3 x 4 aspect ratio and photos should be **1024 x 768 pixels**. To avoid distorted presentation, “portrait” photos (taken with the camera turned 90 degrees) and panoramas should not be used.

**PAYMENT** - Please use the “**Make A Payment**” option on our site to pay via MLS4owners Payment Center using a credit card or debit card. You may also choose to pay by check via mail, and we will activate the listing upon receipt of the check.

### Shortly After Activation

**REVIEW SAMPLE REPORT SENT BY MLS4OWNERS.COM** – Shortly after activation we will email an example of a report that brokers will show a buyer. Thank you for reviewing this report for accuracy and notifying us via email of any errors.

**SELLER DISCLOSURE FORM** – Your activation notice will remind you to retrieve a Washington State Seller Disclosure Form (known as a Form 17) from our website. We do not need a copy of your completed form, but you should provide it to your buyer in accordance with state law. If your structure was built before 1978 you may also need a Lead Based Paint Disclosure form, which we can be found on our website.

**ADD CONTACT INFO TO SIGN** – To enable drive-by prospects to reach you more easily, you should place your preferred contact info on the Call Seller Rider of your sign. Most sellers use a permanent marker, 3 inch vinyl letters, or they will print their contact information from a home computer and apply it with clear tape to display their phone number and/or MLS number.

**KEYBOX** – If you are using an MLS keybox, thank you for letting us know when it is installed.

**DISPLAY ON PUBLIC WEBSITES** – Brokers see changes to listings immediately. Your advertisement becomes viewable on MLS4owners.com and the public websites of participating brokerages within 24 hours. Websites function independently of each other and we do not control their processes.

# MLS4owners.com Service Agreement

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Seller Name: \_\_\_\_\_ (“Seller”)

I/we, authorize MLS4owners.com (“MLS4owners”) to advertise the real property (“Property”) described herein. For the purpose of this Agreement: (a) “MLS” means a multiple listing service that serves the city in which the property is located, and (b) “sell” includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase.

**Owner can sell Property without paying a commission:** Unlike most listing agreements, this is NOT an “exclusive right to sell” agreement. Under “exclusive right to sell” the listing broker gets paid a commission regardless of how the home sells. Under our agreement, if the buyer is not working with a broker the owner can sell the property without paying a commission.

**Agency relationship:** MLS4owners will not be an agent or negotiate on behalf of Seller in the purchase and sale transaction. MLS4owners will not handle any earnest money on behalf of Seller or maintain a completed purchase and sale agreement in a transaction file. **MLS4owners is not a party to the transaction.** MLS4owners will comply with the Duties of Real Estate Licensees under the Washington Law of Real Estate Agency (RCW 18.86). Seller agrees to receive written offers directly from buyers or Buyer’s broker (also known as Selling Broker). Any broker, including MLS4owners who procures a prospective buyer for the property is presumed to represent the **Buyer**. Seller acknowledges receipt of the information pamphlet entitled “The Law of Real Estate Agency” (free download from the website).

**Commission:** MLS4OWNERS earns an advertisement fee (see “Fees” paragraph). If the purchase and sale agreement is written using a form created by a multiple listing service or REALTOR® association, **Seller agrees to pay at closing the commission (also known as the selling office commission) displayed in this Agreement.** The MLS requires that all members be aware of a specific commission that is being offered, and that the amount displayed in their database be **non-negotiable**. While we can change the amount in the database, the MLS requires that its members know how much they will be paid to represent the buyer. The commission offered is in the discretion of the Seller and will be advertised only to real estate licensees. Seller agrees to indemnify and hold harmless MLS4owners from any commission claim brought by a Buyer’s Broker. If there is a commission dispute, seller agrees to allow the escrow company to place the amount in dispute in an escrow account until arbitrated/distributed through the MLS or REALTOR® association.

The Commissions section of MLS Form 1B (par. 4) was written under the assumption that the listing brokerage and selling brokerage both earn a commission. It asks for the total amount of the commission as well as how the commission will be split. As this concept does not apply to the MLS4owners program, we have included the phrases “SEE AGREEMENT” for the total amount of the commission and “entire commission” to show what portion of the commission goes to the brokerage that represents the buyer.

**Please indicate below the amount of commission Seller pledges to pay at closing if the buyer works with a brokerage. This amount will be advertised to MLS member brokerages.** Multiple listing services have ruled that any vagueness in the offered commission will be decided in favor of the buyer’s brokerage. To avoid such confusion, **the commission must be stated as either a simple fixed percentage (most common) or a fixed dollar amount.**

**COMMISSION TO BE PAID TO BUYER’S BROKERAGE:** \_\_\_\_\_

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**Signs and posts:** In most markets MLS4owners has agreements with Sign Vendors to install and remove one signpost, sign, Call Seller rider. (Installations must be ON THE SUBJECT PROPERTY). Replacement installations due to loss or damage are available for \$75. In some rural areas, installation is not available. In these cases MLS4owners can mail a metal post, sign, and rider to Seller. Signposts, flyer boxes and signs are the property of MLS4OWNERS or its vendors unless otherwise agreed in writing and must be returned at the conclusion of the Advertisement. **Seller is responsible for maintenance of sign installation for duration of advertisement. See service fees for repairs.** MLS4OWNERS and its vendors are not responsible for property damage caused by signpost installation. No credit is available for complimentary services declined by Seller. Seller requests the following:

Yard Arm, For Sale Sign

Yes No

**\* If desired, please describe specific sign placement request below AND place a stake or mark with rocks on the exact desired location. Sign company will use best judgment unless otherwise noted, and fees will apply for relocations. Must be on the subject property.**

**Keybox:** MLS rules require all listed improved residential properties must have an MLS keybox installed on the premises **EXCEPT** when the seller(s) have excluded the requirement from the listing agreement. The keybox is the property of MLS4OWNERS and may **not** be converted to other uses. No other keybox type can be advertised on your listing. (Seller may use any type of key box, however, some MLS's will not allow contractors keyboxes to be advertise in the MLS listing to agents).

MLS4owners will not provide a MLS authorized keybox unless seller pays the \$100.00 rental fee along with \$100.00 deposit. Such lockbox may be opened by an electronic master key held by all MLS members, and affiliated third parties such as inspectors and appraisers. The lockbox must be returned to MLS4owners within 10 days of ending of this listing. Seller shall be liable for Brokers actual damages for failure to return lockbox (e.g., Forfeiture of the lockbox deposit). MLS4owners will return deposit of \$100.00 within 10 business days of returned keybox. Seller will forfeit deposit if property is not returned within 30 days. Before accepting the use of a keybox, Seller should consider whether the convenience of using a keybox outweighs the security risk and costs of putting a house key in the possession of a third party.

If you want to be EXCLUDED from this requirement, the \$100.00 usage fee and \$100.00 deposit please signify below.

Please do NOT provide a Keybox (initial if this is your choice) \_\_\_\_\_

# MLS4owners.com Service Agreement

**Advertising on websites:** In addition to publication in the multiple listing service database (where brokers get their information), Seller agrees to allow the Property to be advertised on the public websites of real estate brokers, as well as other websites selected by MLS4owners. Other than MLS4owners.com, broker websites do not display seller contact information because their goal is to attract buyers whom they can represent in the purchase of the property. Seller holds MLS4owners harmless for publication of address, map and any other contact information in connection with this Agreement. Seller acknowledges that MLS4owners does not control the content, quality, or display of websites, including those of real estate brokerages. Each website maintains its own standards regarding how much information to display about homes or the frequency with which websites update their display. MLS4owners cannot guarantee the availability of any particular public website and this advertising is offered in good faith and is not guaranteed.

**Listing data, narrative and driving directions:** MLS4owners submits MLS data based on information provided by Seller. Listing Input Form check boxes and fill-in-the-blank options are dictated by the MLS and CANNOT be customized. Each MLS has its own limits on remarks and photos. Public Marketing Remarks, **a narrative of up to 500 characters including spaces**, will display to brokers and the public. The Marketing Remarks show in the multiple listing service and on real estate websites. You may describe the special features of your home as long as you stay within Equal Housing guidelines. Multiple Listing Service rules govern some of the content of the Marketing Remarks. For example, you CANNOT include open houses, phone numbers, web addresses, street addresses or commission info here. Driving directions of up to 200 characters including spaces must be published to brokers.

**Photographs and listing modifications:** Sellers may submit to MLS4OWNERS photographs, which become the property of MLS4owners. Photos must be in .jpg (JPEG) format and should be in normal landscape orientation (upright "portrait" photos and wide panoramas may be distorted on some websites). **Photos must be no larger than 1024 x 768 pixels**. Once in the MLS database, photographs are available immediately to brokers and are re-published by participating public real estate sites (including MLS4owners.com), with data usually showing within 24 hours. Each independent website has its own policy on display of photos and data, and some websites show only the primary photo.

**Termination:** Seller may terminate this agreement at any time without refund or credit by giving written notice to MLS4owners (unless such termination violates a broker's right to earn a commission). If Seller's phone or email becomes inactive, MLS4owners may cancel without refund.

## **Duties of Seller: PLEASE READ AND UNDERSTAND YOUR DUTIES!**

- 1. NOTIFICATION UPON MUTUAL ACCEPTANCE OF OFFER:** To prevent sellers from commission disputes/arbitration and paying multiple commissions to brokers compliance with MLS rules is mandatory. Within 12 hours of mutual acceptance of a purchase and sale agreement, Seller must notify MLS4owners and provide the name, if any, of the real estate broker assisting the buyer. If failure to notify MLS4owners of status changes results in MLS4owners being fined by a multiple listing service, that amount will be charged to the seller.
- 2. TELEPHONE** – Seller will: maintain a valid telephone number so that brokers and buyers can communicate with Seller; provide written notice to MLS4owners of all changes in telephone number; place a valid phone number on their "Call Seller" Rider
- 3. CHANGES AND QUESTIONS** – To protect the seller, MLS4owners requires that Seller make all requests for changes to the advertisement in writing. EMAIL is the preferred written method. **Sellers must maintain and monitor an active email address for communication with MLS4owners. Once your listing is activated please use email/Internet for all communication. If we receive phone or fax messages the reply will generally be via email.** This is necessary to provide efficient, accurate and documented responses. **Please see Website Service Center for current fees. Your MLS # must be on all email correspondence.**

## MLS4owners.com Service Agreement

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- 4. RETURN OF PROPERTY** - The key boxes, flyer boxes, riders, signs and signposts are valuable assets and belong to MLS4owners.com or third-party vendors. Within 10 days of the close of a sale, Seller shall return or make arrangements for the return of all property of MLS4OWNERS and its vendors, including signposts and keyboxes. Failure to do so may result in actual damages of up to \$150.00
- 5. PLACEMENT OF SIGN POSTS** - Seller vouches that Seller owns the land on which For Sale signs are installed (MLS4owners is not responsible for replacement of signs removed or damaged by property owners or municipalities). Please do not remove sign post without Vendors approval.
- 6. REAL ESTATE NAPKIN** – As an exclusive benefit for customers, MLS4owners provides a blank copy of a purchase and sale agreement called the Real Estate Napkin. The Real Estate Napkin is for use when selling to a buyer who does not have a broker, and may only be used for properties actively listed with MLS4owners.
- 7. REVIEW FOR ACCURACY** – We are human and make mistakes. Thank you for reviewing the listing for accuracy, as MLS4owners accepts no liability for errors or omissions, and will be in no case liable to Seller for any amount in excess of the Advertisement Fee.
- 8. SELLER FURTHER AGREES** to indemnify, defend and hold MLS4owners harmless from all claims, disputes, litigation, judgments attorney fees and costs arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose.
- 9. Warning!! Purchase and Sale Agreements: MLS4owners.com is a licensed broker in Washington State and is regulated by Federal Housing and State Licensing laws. If MLS4owners is named as your listing agent/broker on your sales contract, MLS4owners may be obligated by law to verify and sign certain disclosures by FHA/VA and HUD.**

### **Seller Acknowledges:**

**MLS4owners is not a party to your transaction. Seller will remove any reference of MLS4owners on their Purchase and Sale Agreements. Many Realtor/MLS systems will auto fill MLS4owners as the listing broker. For privacy and security purposes MLS4owners will not respond to any Title Company, Escrow, Lender, Appraiser, and Home Inspector requests for additional information or document signature.**

**If MLS4owners is reference as listing Agent/Broker on a Purchase and Sale Agreement and is required to sign any legal documents to close your transaction seller agrees to pay a service fee of \$50.00. This fee is not a commission and will not be paid by escrow.**

Please initial here: \_\_\_\_\_

- 10. Please review this Agreement and Website periodically to answer your questions, obligations and current services and fees.**

# MLS4owners.com Service Agreement

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**Duties of MLS4owners:** MLS4owners will (a) submit information provided by Seller to the local MLS within one business day; (b) submit for publication of photos provided by Seller; (c) provide Seller, upon request, the use of a real estate "For Sale" sign, sign post, "Call Seller" Rider and flyer box for the Property during the term of the listing; (d) upon payment, update the MLS with reasonable changes **(provided by Seller in writing)** to listing data, photos, marketing remarks and driving directions. If complete information is not submitted, MLS4owners will defer accepting the listing.

**Fees:** Seller shall pay MLS4OWNERS a non-refundable advertisement fee in exchange for the services of MLS4OWNERS as set forth herein. This fee shall become due and payable prior to activation of Seller's Listing, and is considered 100% earned upon activation. Online payment will enable speediest activation. Please see Service Center for additional services and current fees. Any commission Seller has agreed to pay to any buyer's broker is separate and apart from the non-refundable advertisement fee provided herein. Some governmental entities (city or county) may impose a fine for violation of real estate sign regulations and ordinances in spite of the fact that MLS4owners did not actually post or place the signs. As of October 2014, neither MLS4owners nor its customers have ever been fined by an MLS or a municipality. Seller agrees to hold MLS4owners.com harmless from and pay or reimburse MLS4OWNERS for any and all fines, charges, damages, or losses *if caused by Seller's acts or omissions*, including fines levied by multiple listing services and municipalities. If MLS4owners shall have a Seller's check returned and marked "NSF" or any similar notice indicating Seller's defaulted payment to MLS4owners; then Seller shall incur, in addition to any other charges, the greater of \$40.00, or the maximum amount allowed under RCW 62A.3-515 as an NSF charge.

**Attorney fees:** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be Pierce County Washington.

## National Referral:

Many national flat fee websites charge consumers upfront for a flat fee listing. These companies are not licensed in Washington State or a member of the Local Broker MLS. If you were referred to MLS4owners.com by a national referral company like: Owners.com, Brokerless.com, ForSaleBy Owner.com, FIZBER.com, MLSmyhome.com your service consists of:

6 Month Listing  
25 Photos (Max per MLS)  
Modification/Changes to listing: \$25.00 per change

Changes in price, photos, commission or remarks are made within 1 business day. The fee covers all changes requested in one email. The change fee must be paid in advance, which is easy to do on our website via credit or debit card. **There is no fee for changing the status of a listing from Active to Pending, Sold or Canceled.** If you would like to upgrade or order additional items use this agreement and make payment on Website.

## Rewards Program:

You may be eligible for a free MLS4owners listing! Get up to \$500.00 rebated back from MLS4owners when you use Teresa Nye at Caliber Home Loans for your real estate financing needs. Refer your prospective buyers, refinance a current mortgage, buy an investment property or purchase your next dream home and upon closing MLS4owners will refund you up to \$500.

**I would like Teresa Nye to contact me about MLS4owners.com Rewards Program and suggest financing options for marketing my home.**  No

## Optional Services:

**Title, escrow and legal services:** Seller acknowledges the advisability to seek independent legal and/or tax advice prior to signing any real estate document, including but not limited to this Agreement. MLS4owners is not affiliated with any title company. Seller acknowledges that MLS4owners is not authorized to and does not render legal and/or tax advice related to the sale of the Property and is not associated with any firm offering legal advice.

### Real Estate Contract and Closing Services

Some sellers like assistance with preparing a purchase and sale agreement and closing the real estate transaction, regardless of whether the buyer has an agent. Visit our website Contracts Assistance Tab for details. Please call with questions.

**Extra signs:** You can enhance your exposure during the term of your listing with these additional sign options (samples are on website). Before using these signs, **please review your local sign ordinances**, which vary.

	Usage Fee		# of Packs	Total Usage Fee
2 Directional Arrows w/ stakes – 9 x 24	\$30	x	_____	= _____
2 Open House signs w/ stakes – 18 x 24	\$30	x	_____	= _____
Extra sign and metal post – 4 ft	\$75	x	_____	= _____
Extra sign/rider – no post	\$25	x	_____	= _____

## Commitment for Preliminary Title Insurance

In order to close your sale you will need to provide the buyer proof of marketable title. MLS4owners can order your commitment for preliminary title; attach to the MLS database the title order file number and the title company's record of your legal description; and provide you with the statewide form used to remove title insurance contingencies from purchase and sale agreements. Eliminate surprises during the closing process, and get the legal description you will need to place on your purchase and sale agreement. Our fee for performing this service is \$75.

- Check if YES** – Yes, I would like MLS4owners to order a commitment for preliminary title insurance.  
 **Check if No** - No, I will take care of this step myself.

MLS4owners does not earn a referral fee from any service provider and is not affiliated with any title company. Sellers are not required to use the services of any particular company and are encouraged to review all options. Our service fee does not affect your cost of title insurance, and is not credited to the eventual cost of title insurance.

**Escrow Services:** Our preferred escrow/closing agent is Premises Escrow, which is an attorney driven closing firm, which will facilitate your real estate closing. We strongly recommend using them for their experience/expertise rather than a regular escrow company, as a law firm they are familiar with For Sale By Owner transactions. Their rates include a complimentary mobile notary and are priced lower than most other companies. Please see website for services, rates, and comparisons of competitor's fees.

We strongly suggest that you receive your complimentary estimated HUD statement, which will outline your estimated closing costs associated with the sale of your home

*I would like not to be contacted with details from Premises Law Group about my complimentary estimated HUD statement outlining my estimated closing costs (taxes commissions, fees etc)*  **Check if NO**

## MLS4owners.com Service Agreement

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**Payment Calculation**

<b>Advertisement Fee:</b>	
<b>MLS ENTRY \$95.00      GOLD \$295.00      CLASSIC \$495.00</b>	<b>\$</b>
MLS Realtors Keybox ( <b>optional</b> - \$100 rental fee – see page 3) Plus \$100.00 Deposit	\$
Commitment for Preliminary Title ( <b>optional</b> - \$75 ordering fee – see previous page)	\$
Extra signs ( <b>optional</b> – see previous page)	\$
Custom Yard Sign Post \$125.00    Flyer Box \$25.00 (Included w/Gold & Classic)	\$
Supplement Uploads to MLS Data Base \$25.00 (Disclosures/Surveys/Notices)	\$
Review Listing for Best Practices in MLS Advertising \$100.00	\$
Additional Services from Flat Fee Service Center.....	\$
<b>TOTAL AMOUNT DUE PRIOR TO ACTIVATION</b>	<b>\$</b>
<i>This is your invoice. Your cancelled check or Checkout confirmation is your receipt</i>	

**Payment is due and earned upon activation of the listing. Enter amount due using online payment on our website (fastest), or send check via mail to:**

**MLS4owners.com**  
**P.O. Box 65456**  
**University Place, Wa. 98464**

**Fax Agreement to 1-888-760-5687, or email/scan to [SALES@MLS4OWNERS.COM](mailto:SALES@MLS4OWNERS.COM)**



# MLS4owners.com Service Agreement

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Name of Seller(s): \_\_\_\_\_  
\_\_\_\_\_

Property Address, City, County, Zip: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller Mailing Address (if different from property address): \_\_\_\_\_  
\_\_\_\_\_

Listing Price: \_\_\_\_\_

Phone number to display on MLS4owners.com site: \_\_\_\_\_

Email Address: \_\_\_\_\_

(Optional) Seller's Personal Web Address for display on website (Site must be related to sale of property):  
\_\_\_\_\_

Desired Date of Activation (ASAP unless otherwise stated): \_\_\_\_\_

**Agreement Accepted by Seller: [PLEASE PRINT NEATLY] (Also see MLS Form 1B)**

Print Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

**Activation in MLS shall constitute MLS4owners.com's acceptance of the entire Agreement. Please keep a copy of this document for your records.**

**How I found out about MLS4owners.com**

*Check all that apply. Thanks for your feedback! It helps us understand how our customers find us.*

- |                                                 |                                                                   |
|-------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> I saw a Sign           | <input type="checkbox"/> From a Real Estate Broker                |
| <input type="checkbox"/> I am a Repeat Customer | <input type="checkbox"/> From an MLS4owners.com Customer          |
| <input type="checkbox"/> From a Friend/Neighbor | <input type="checkbox"/> I don't know                             |
| <input type="checkbox"/> From Google            | <input type="checkbox"/> From an Internet Search (Name?) _____    |
| <input type="checkbox"/> I received a Mailing   | <input type="checkbox"/> I heard it on the Radio (Station?) _____ |
| <input type="checkbox"/> I saw a News Story     | <input type="checkbox"/> Some other way (please describe)         |
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**EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT**

\_\_\_\_\_ ("Seller") 1  
hereby grants to MLS4owners.com (NO AGENCY RELATIONSHIP) ("Real Estate Firm" or "Firm") 2  
from date hereof until midnight of see below ("Listing Term"), the sole and exclusive right 3  
to submit offers to purchase, and to receipt for deposits in connection therewith, the real property ("the Property") 4  
commonly known as \_\_\_\_\_, 5  
City \_\_\_\_\_, County \_\_\_\_\_, Washington, Zip \_\_\_\_\_; 6  
to be listed at \$ \_\_\_\_\_ and legally described as: LOT NA, BLOCK NA, 7  
DIVISION NA, VOL NA, PAGE NA 8

**LISTING TERM: MLS ENTRY 3 months GOLD 6 months CLASSIC 12 months (Circle One) Cancel Anytime** 9

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and 10  
(b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with 11  
option to purchase. 12
2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint MLS4owners.com - NO AGENCY RELATIONSHIP 13  
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 14  
who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 15  
Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 16  
as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 17  
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 18  
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 19  
Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 20  
commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 21  
Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 22
3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 23  
the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on \_\_\_\_\_ ("List Date"), 24  
which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 25  
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 26  
the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 27  
manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 28  
newspapers, open houses, previews, showings, or tours. 29
4. **COMMISSION.** If during the listing term (a) Seller sells the Property through any other real estate licensee and the 30  
buyer does not terminate the agreement prior to closing; or (b) after reasonable exposure of the Property to the market, 31  
Firm procures a buyer who is ready, willing, and able to purchase the Property on the terms in this Agreement, Seller 32  
will pay Firm a commission of (fill in one and strike the other) \_\_\_\_\_% of the sales price, or \$ \_\_\_\_\_ 33  
("Total Commission"). From the Total Commission, Firm will offer a cooperating member of MLS representing a buyer 34  
("Selling Firm") a commission of (fill in one and strike the other) NA % of the sales price, or 35  
\$ NA. Further, if Seller shall, within six months after the expiration of the Listing Term, sell the 36  
Property to any person to whose attention it was brought through the signs, advertising or other action of Firm, or on 37  
information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above 38  
commission. Provided, that if Seller pays a commission to a member of MLS or a cooperating MLS in conjunction with a 39  
sale, the amount of commission payable to Firm shall be reduced by the amount paid to such other member(s). 40  
Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by 41  
Firm as a result of such cancellation, regardless of whether Seller pays a commission to another MLS member. Selling 42  
Firm is an intended third party beneficiary of this Agreement. 43
5. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 44  
to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 45  
assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 46  
the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 47  
represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 48  
unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 49  
property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 50  
continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 51  
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 52

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

**EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT**

*Continued*

- 6. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by all members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm first making reasonable efforts to obtain Seller's approval. 53-56
- 7. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 57-63
- 8. **CLOSING COSTS.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. 64-68
- 9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement. 69-78
- 10. **DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. 79-84
- 11. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property. 85-90
- 12. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 91-95
- 13. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 96-98
- 14. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 99-102

Are the undersigned the sole owner(s)?  YES  NO 103

\_\_\_\_\_  
Seller's Signature Date 104

MLS4owners.com  
Real Estate Firm

\_\_\_\_\_  
Broker's Signature Date 105