

## Checklist for GETTING STARTED with MLS4owners.com in Washington

(updated October 26, 2010)

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 location.

### Prior to Activation

**AGREEMENT - Complete the MLS4owners.com Agreement (7 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. If you prefer, remarks and directions can be emailed separately to us.

**PHOTOS – Submit up to 15 photographs (varies by MLS).** The MLS requires that at least one exterior or view picture be posted. To avoid distorted presentation, "portrait" photos (taken with the camera turned 90 degrees) and panoramas should not be used. For best results, use the normal "landscape" orientation with a 3 x 4 aspect ratio. Photos should be 1024 x 768 pixels; you do not need to send them larger as they will be shrunk in the MLS database, but we can accept them larger. If the photos are large, send them 1-2 at a time to avoid your email company's limit on the size of attachments. If you don't have access to digital photos, many stores can create a CD from your prints or negatives.

**PAYMENT** - Please use the "Make A Payment" option on our site to pay via Google Checkout 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 REPORTS SENT BY MLS4OWNERS.COM** - Shortly after activation we will email an example of a report that brokers can print. As the MLS designed this report for brokers, some the language may be unfamiliar. We will also email an example of what a broker might show a buyer. Thank you for reviewing these reports for accuracy of and notifying us via email of any errors.

**COMPLETE SELLER DISCLOSURE FORM** - Your activation notice will include a Washington State Seller Disclosure Form (known as a Form 17). 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 send to you upon request.

**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 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 so we can notify brokers through the MLS database.

**DISPLAY ON PUBLIC WEBSITES** – Brokers see changes to listings immediately. Your advertisement becomes viewable on MLS4owners.com and the public websites of most participating brokerages within 24-48 hours. Pictures often take a day or so longer to appear because of the size of the MLS photo database. Websites function independently of each other and we do not control their processes.

**MLS4owners.com Agreement**  
**Explanatory Addendum to attached 2-page MLS Form 1B**

Seller Name: \_\_\_\_\_ (“Seller”)

I/we, authorize MLS4owners.com (“MLS4owners”) to advertise the real property (“Property”) described herein for a continuous period of one year. For the purpose of this Agreement: a) “MLS” means a multiple listing service that serves the city in which the property is located, and “NWMLS” mean the Northwest Multiple Listing Service; 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.

**Contents Index**

Owner can sell Property without paying a commission .....	1
Agency relationship.....	1
Commission .....	2
Advertising on websites .....	2
Termination .....	2
Keybox .....	2
Listing data, narrative and driving directions: .....	2
Photographs and listing modifications .....	2
Signs and Posts .....	3
Duties of seller .....	3
Duties of MLS4owners .....	4
Fees .....	4
Seller’s warranties and representations.....	4
Closing costs.....	4
Multiple listing.....	4
Disclaimer/seller’s insurance.....	5
Broker’s right to market the property.....	5
Real property transfer disclosure statement and lead based paint disclosure .....	5
Attorneys’ fees .....	5
Title, escrow and legal services.....	5
Optional Services .....	6
Extra signs .....	6
Commitment for Preliminary Title Insurance.....	6
Flat Fee Escrow Service .....	6
How I found out about MLS4owners.com.....	6
Payment Calculation .....	7

**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 any party in the purchase and sale transaction, will not handle any earnest money on behalf of buyer or Seller, does not maintain completed purchase and sale agreements in a transaction file, and 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 who procures a prospective buyer for the property is presumed to represent the **Buyer**. Seller acknowledges receipt of the information pamphlet

**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, and the minimum MLS4owners will advertise is \$500. 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 and distributed through the multiple listing service or the local REALTOR® association.

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.**

**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 generally 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.

**Termination:** Seller may terminate this agreement at any time without refund 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.

**Keybox:** 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. If you want to be EXCLUDED from this requirement and the \$95 usage fee, please signify below.

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

**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, and this agreement generally refers to the limits of the Northwest Multiple Listing Service. Listings in other MLSs may vary slightly. 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 most 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 up to 15 photographs, which become the property of MLS4owners. Photos must be in .jpg (JPEG) format and © MLS4owners.com, Inc. • PO Box 65456 • University Place WA 98464-1456 • (253) 460-1900 • sales@MLS4owners.com

should be in normal landscape orientation (upright "portrait" photos and wide panoramas may be distorted on some websites). We can accept any size, but display is generally 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 and photos a day or so later. Each independent website has its own policy on display of photos and data, and some websites show only the primary photo.

**Signs and Posts:** In most markets MLS4owners has agreements with Sign Vendors to install and remove one signpost, sign, Call Seller rider and flyer box (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, rider and flyer box 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. 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:

For Sale sign, rider, flyer box and post (no charge) Yes    No

**\* If desired, please describe specific sign placement request below AND place a stake or mark with rocks with 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.**

**Duties of seller**

**1. NOTIFICATION UPON MUTUAL ACCEPTANCE OF OFFER:** Compliance with MLS rules is necessary in order for our customers to enjoy the benefits of MLS exposure. Within 24 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. **If the sale does not close after an offer has been accepted, the advertisement will be reactivated at no additional charge.**

**2. TELEPHONE** – Seller shall: 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.

**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 5 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 \$25-\$125.

**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).

**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.

**Duties of MLS4owners:** MLS4owners will (a) submit information provided by Seller to the MLS within one business day; (b) submit for publication up to FIFTEEN photos provided by Seller; (c) provide Seller's contact information upon inquiry by buyers and brokers; (d) 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; (e) 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 may defer accepting the listing.

**Fees:** Seller shall pay MLS4OWNERS a non-refundable advertisement fee of **Five Hundred Ninety Five and No/100 (\$595.00)** 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. 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 August 2010, 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.

**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 additional 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 Broker to provide the information in this Agreement and the attached additional 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 Broker and other members of MLS harmless in the event the foregoing warranties and representations are incorrect.

**Closing costs:** Under Washington Administrative Code 458-61A-100 and RCW Chapter 82.45, all sales of real property in this state are subject to Washington's real estate excise tax unless specifically exempted by chapter 82.45 and related rules. The taxes imposed are due at the time the sale occurs, are the obligation of the seller, and, in most instances, are collected by the county upon presentation of the documents of sale for recording in the public records. In the case of a FHA or VA financed sale Seller agrees to pay fees as provided by law. Other closing costs are a matter of negotiation between buyer and seller, subject to applicable law.

**Multiple listing.** MLS4owners shall cause this listing to be published by MLS. IT IS UNDERSTOOD THAT MLS IS NOT A PARTY TO THIS AGREEMENT AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION ON THE ADDITIONAL PAGES ATTACHED TO THIS AGREEMENT TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.

**Disclaimer/seller's insurance.** Neither MLS4owners, 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 term of this listing, Seller should request that a "vacancy clause" be added to Seller's insurance policy.

**Broker's right to market the property:** Seller shall not commit any act which materially impairs a Buyer Broker's ability to sell the property under the terms of this Agreement. Buyer Brokers shall be entitled to show the Property at all reasonable times.

**Real property transfer disclosure statement and lead based paint disclosure:** Unless Seller is exempt under RCW 64.06, Seller shall provide to Buyer or Buyer's Broker as soon as reasonably practical a completed and signed "Real Property Transfer Disclosure Statement". Seller is not required to provide the completed Statement to MLS4owners. Sellers of properties built prior to 1978 may be subject to disclosure of information on lead-based paint and lead-based paint hazards. The disclosure form and pamphlet are available via email or fax from MLS4owners.

**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 Pierce County Washington.

**Title, escrow and legal services:** Seller is advised to order a preliminary title report in order to obtain the property's legal description that will be required in a purchase and sale agreement, as well as to comply with title contingencies that are often written into purchase and sale agreements. Ordering a preliminary title report does not obligate seller to purchase insurance, though the title insurance company may charge a cancellation fee in that circumstance. 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, and does not prepare purchase and sale agreements. 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.

## Optional Services

**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.

Free Shipping & Handling	Usage Fee		# of Packs	Total Usage Fee
2 Directional Arrows w/ stakes – 9 x 24	\$20	x	_____	= _____
2 Open House signs w/ stakes – 18 x 24	\$20	x	_____	= _____
Extra sign and metal post – 4 ft	\$75	x	_____	= _____
Extra sign/rider – no post	\$20	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.

### Flat Fee Escrow Service

Don't pay more just because your home is worth more. Save money with a low flat fee rate from Wells Fargo Escrow. See website for details.

*Would you like to be contacted with details about flat fee escrow?*  **Check if YES**

### 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)         |

**Payment Calculation**

<b>Advertisement Fee</b>	<b>\$595.00</b>
Keybox ( <b>optional</b> - \$95 usage fee – see page 2)	\$
Commitment for Preliminary Title ( <b>optional</b> - \$75 ordering fee – see previous page)	\$
Extra signs ( <b>optional</b> – see previous page)	\$
<b>TOTAL AMOUNT DUE PRIOR TO ACTIVATION</b>	<b>\$</b>
<i>This is your invoice. Your cancelled check or Google 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.**

**Fax Agreement to (253) 460-8200 or email/scan to Sales@MLS4owners.com**

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

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

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

Listing Price: \_\_\_\_\_ Commission to offer Buyer Broker \_\_\_\_\_

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

Email Address (for our use): \_\_\_\_\_

Email address (if any) to post on website: \_\_\_\_\_

(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.**

If a friend referred you, please provide their name and contact information so we can thank them.

Name: \_\_\_\_\_

Contact info: \_\_\_\_\_