

We find that the more you know about the process, the more pleasant your experience. Here are the easy steps to help you list your commercial property in the Commercial Brokers Association (CBA) Multiple Listing Service.

The Forms	
<input type="checkbox"/>	Complete the MLS-Entry <b>Listing Agreement</b> and CBA's Exclusive Agency Agreement ( <b>Form XA</b> – two pages). To gain entry into the CBA MLS, all sellers are required to complete an approved Listing Agreement. Unlike the traditional listing agreement, the Form CBA XA allows sellers to retain the right to sell the property themselves. Many of the terms of this small print form are modified by the Listing Agreement, and we spell out the differences point by point. (PLEASE FAX to 253-460-8200, or scan and EMAIL to Sales@MLS4owners.com)
<input type="checkbox"/>	<b>Listing Input Form.</b> With this form you disclose the features of your commercial property. You can submit the data online (preferred) or by fax. This data is used to create your listing in the multiple listing service. When you see a multiple choice list, we are limited to those selections.
Information required for activation	
<input type="checkbox"/>	<b>Marketing Remarks.</b> Please provide a paragraph describing your property that will display in your ad; CBA limit is <b>800 characters including spaces</b> . Occasionally we are required to edit these remarks to comply with MLS rules or Equal Housing laws against discrimination in advertising.
<input type="checkbox"/>	<b>Photos.</b> The CBA requires that at least one exterior or view picture be posted. You may email us up to 15 digital photos (if photos are large, send them 1-2 at a time to avoid your email company's limit on the size of attachments). To avoid distorted presentation, "upright" photos (taken with the camera turned 90 degrees) and panoramas should not be used. If you don't have access to digital photos, many stores can create a CD from your prints or negatives.
<input type="checkbox"/>	<b>Payment.</b> We will activate your listing within one business day of receiving the listing information and payment. Please use Google Checkout on our website for credit card payment, or send check in the mail to: MLS4owners.com, PO Box 65456, University Place, WA 98464-1456. <b>Payment is due</b> and earned upon activation of your CBA listing.
NORMAL TIMELINE	
	<b>Within One Business Day</b> – We will create and activate your MLS-entry listing; your data, contact info and pictures become immediately viewable to CBA agents; and we will email you a sample report of what agents show their clients.
	<b>The Day After Activation</b> – Your CBA listing becomes viewable on some participating websites. Pictures take longer, often a day or so, to appear, because of the size of the MLS photo database. Websites function independently of each other and load photos and data in separate processes.
	<b>Checking your Email</b> – Most of our communication is by email, and <b>our sellers are required to maintain email access</b> . There are two steps you can take to reduce the chance of missing emails: (1) Over-aggressive spam filters sometimes send legitimate email to spam or junk folders. Please check your junk email folder periodically. (2) Add MLS4owners.com and CBA to your email account as "safe senders." As each email company has different terms, you may want to consult with your email host on how to do this.
AFTER ACTIVATION	
<input type="checkbox"/>	<b>Changes in your Advertisement.</b> For your protection, <b>all changes must be in writing, preferably by email to Sales@MLS4owners.com</b> . We will make changes within 1 business day.
<input type="checkbox"/>	<b>Accepting an Offer.</b> You are required to notify us of changes in the status of your sale, as we <b>must update the CBA database within 24 hours</b> . Listings stay in the database in several categories. These include "Active", "Contingent" and "Pending". Agents can see properties in the CBA in all of these categories. Agents cannot see the details of the sale until the sale closes, but thank you for providing us with the information that we are required to disclose. (1) The name (if any) of the buyer's agent; (2) The sales price; (3) The closing date; (4) The date the offer was mutually accepted.
<input type="checkbox"/>	<b>Closing the Sale.</b> Real Estate Brokers are not permitted to give legal advice. If you need assistance and do not have a real estate attorney, please see our website for contact information.

**MLS4owners.com MLS-ENTRY Only LISTING AGREEMENT**  
**Explanatory Addendum to attached 3-page**  
**"Commercial Brokers Association Exclusive Agency Listing Agreement – CBA Form XA"**

**DIFFERENCE BETWEEN EXCLUSIVE AGENCY AND EXCLUSIVE RIGHT TO SELL:** A typical "Exclusive Right to Sell" Agreement says that the listing broker gets paid a commission regardless of how the property sells. In an "Exclusive Agency" agreement, the seller lists with a brokerage and also retains the right to sell the property commission-free to an unrepresented buyer. To gain entry into the Commercial Brokers Association MLS ("CBA"), MLS4OWNERS is required to use an approved standard Listing Agreement. We use the CBA Exclusive Agency Form XA, and we also use this Addendum to show how your relationship with MLS4OWNERS is **different**. In the event of a conflict between this Addendum and the Listing Agreement, this Addendum shall prevail. Following are addenda to paragraphs 2, 5, of the attached CBA Form XA:

**2. AGENCY/DUAL AGENCY:** Seller agrees that MLS4OWNERS will not earn a commission, negotiate a sale or provide representation for Seller or Buyer, or receive any compensation from Buyer or Buyer's Broker. Any broker or salesperson who procures a prospective buyer for the property is presumed to represent the Buyer unless otherwise agreed in writing. Seller acknowledges receipt of the information pamphlet entitled "The Law of Real Estate Agency" (free download from the website). **PLEASE INITIAL HERE \_\_\_\_\_**

**5. COMMISSION\*\*:** MLS4OWNERS will not earn a commission on this transaction, and the amount paid to MLS4OWNERS is limited to the Listing Fee. **If the buyer chooses to work with or is legally obligated to an agent, Seller agrees to pay at closing the buyer agent commission (also known as the selling office commission) displayed in this Agreement. The CBA 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 agents know how much they will be paid to show and sell the property.** 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 and distributed through the multiple listing service or the local REALTOR® association.

**ADDITIONAL FEATURES, BENEFITS AND RESPONSIBILITIES**

- A. **FEES:** Seller shall pay MLS4OWNERS a non-refundable listing fee of Six Hundred Ninety Five and No/100 (\$695.00) in exchange for the services of MLS4OWNERS as set forth herein. This listing fee shall be NON-REFUNDABLE.
- B. **NSF Charges:** If MLS4owners shall have 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.
- C. **Commission Due to Buyer's Broker and/or Agent by Seller:** Any commission Seller has agreed to pay to any buyer's broker and/or agent are additional fees separate and apart from the non-refundable listing fee provided herein.

Seller agrees to pay or reimburse MLS4OWNERS for any and all fines, charges, damages, or losses caused by Seller's acts or omissions, including:

**CBA Fines.** Seller agrees to hold MLS4owners.com harmless from all fines and penalties imposed by the CBA by reason of any act or omission by the Seller. Seller is aware of this

**Civil Fines.** Seller may incur civil fines for violation of municipal or county sign ordinances. Some governmental entities (city or county) may impose a fine on MLS4owners.com for violation of these regulations and ordinances in spite of the fact that MLS4owners.com did not actually post or place the signs. Seller agrees to hold MLS4owners.com harmless from these fines and agrees to obey and observe all such ordinances Seller assumes the responsibility for compliance with all regulations and ordinances regarding the signs and placement of the signs.

- D. **AGENCY RELATIONSHIP:** MLS4OWNERS will comply with the Duties of Real Estate Licensees under the Washington Law of Real Estate Agency (RCW 18.86). MLS4OWNERS will not negotiate on behalf of either 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. Seller agrees to receive written offers directly from buyers or Buyer's agents (also known as the Selling Agent).

E. **DUTIES OF SELLER (PLEASE INITIAL HERE \_\_\_\_\_)**

1. **NOTIFICATION UPON MUTUAL ACCEPTANCE OF OFFER:** Compliance with CBA 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 agent assisting the buyer. According to CBA rules, only properties that are actively on the market (not sold or subject to a pending sale) are eligible to be advertised. 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 agents and buyers can communicate with Seller; provide written notice to MLS4OWNERS of all changes to telephone number.
3. **CHANGES** – To protect the seller, MLS4OWNERS requires that Seller make all requests for changes to the listing in writing. EMAIL is the preferred method. **Sellers must maintain an active email address for communication with MLS4OWNERS.**
4. **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 Listing Fee.

- F. **DUTIES OF MLS4OWNERS:** MLS4OWNERS will (a) submit information provided by Seller to CBA within one business day; (b) submit for publication up to 15 photos provided by Seller; (c) update the CBA with reasonable changes (**provided by Seller in writing**) to listing data, photos, marketing remarks. If complete information is not submitted, MLS4OWNERS may defer accepting the listing.
- G. **ADVERTISING ON LOCAL AND NATIONAL WEBSITES:** Seller agrees to allow the Property to be advertised on websites of real estate brokers who participate in download agreements with CBA. Brokerage websites generally do not display seller contact information. MLS4OWNERS does not control any company's decision about whether to publish CBA listings, and Seller holds MLS4OWNERS harmless for publication of address, map and any other contact information in connection with this Agreement.
- H. **LISTING DATA, NARRATIVE and DRIVING DIRECTIONS:** MLS4OWNERS submits all data to the CBA database based on information provided by Seller. Listing Data may be submitted on a Listing Input Form provided by MLS4OWNERS. The check boxes and fill in the blank options are dictated by the CBA and CANNOT be customized. You can provide a narrative, commonly

known as "marketing remarks", of up to 800 characters including spaces for sales and leases listings, and 177 characters for Business Opportunities. The Marketing Remarks show in the multiple listing service and some real estate websites. You may describe the special features of your property 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. To maximize accuracy, email and online submission are preferred methods of submission.

- I. **PHOTOGRAPHS AND LISTING MODIFICATIONS:** Sellers may submit to MLS4OWNERS up to 15 photographs, and these photos become the property of MLS4OWNERS. Photos must be in .jpg (JPEG) format and should be in normal landscape orientation (upright "portrait" photos may be distorted on some websites). We can accept any size, but display is generally no larger than 448 x 336 pixels. Once in the CBA database, photographs are available immediately to agents and are re-published by some participating public real estate sites, 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.
- J. **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. MLS4OWNERS is not affiliated with any title company, and acceptance of the preliminary title report does not obligate seller to work with any specific service provider. MLS4OWNERS does not prepare purchase and sale agreements. 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. 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.
- K. **EXTERNAL WEBSITES:** Seller acknowledges that MLS4OWNERS does not control the content, quality, or display of external websites, including those of real estate brokerages. The data supplied to these websites comes from the database of CBA, of which MLS4OWNERS is a member.
- L. **TERMINATION:** **Seller may terminate this agreement at any time** without obligation or refund by giving written notice to MLS4OWNERS (unless such termination violates a Buyer Agent's right to earn a commission). If Seller's phone number or email address becomes inactive, MLS4OWNERS may cancel the listing without refund.

#### OPT IN SERVICES FROM THIRD PARTIES

Real Estate Service Providers can help you with your specialized needs, and several pay a fee to advertise their services on the MLS4owners.com website. Sellers are not required to use the services of any particular company and are encouraged to review all of their options. MLS4OWNERS does not earn a referral fee from any service provider. To get information from these companies, opt in below:

**FLAT FEE ESCROW SERVICE** – Don't pay more just because your property is worth more. Save money with a low flat fee rate from Wells Fargo Escrow.

*Would you like to be contacted with details about flat fee escrow? (circle one) Yes No*

**REAL ESTATE ATTORNEY** - 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.

*Would you like a real estate attorney to contact you? (circle one) Yes No*

**SAVE TIME AND MONEY ON THE FINANCING** - Get your buyers pre-qualified for mortgages, and learn ways to make your financial terms more attractive to buyers.

*Would you like a mortgage consultant to contact you? (circle one) Yes No*

**How I found out about MLS4owners.com (check all that apply):**

<input type="checkbox"/> I saw a Sign	<input type="checkbox"/> From a Real Estate Agent
<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"/> Not sure how I heard about you
<input type="checkbox"/> From Google	<input type="checkbox"/> From an Internet Search (name site, if known)
<input type="checkbox"/> I received a Mailing (what kind, if known)	.....
<input type="checkbox"/> I saw a News Story (where, if known)	.....
<input type="checkbox"/> I heard it on the Radio (what station, if known)	.....
<input type="checkbox"/> Some other way (please describe)	.....

**Payment Calculation**

<b>MLS-Entry Listing Fee – Due Immediately</b>	<b>\$695</b>
<i>(Your cancelled check or Google Checkout email confirmation is your receipt)</i>	

**Or mail check to MLS4owners.com – PO Box 65456, University Place WA 98464-1456  
For Fastest Activation, Fax this Agreement to (253) 460-8200**

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

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

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

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

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

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

**Agreement Accepted by Seller: [PLEASE PRINT NEATLY]**

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

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

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

**Please complete and sign the three-page attached CBA Form XA. Activation in the CBA shall constitute MLS4owners.com’s acceptance of the entire Agreement. Please keep a copy of this document for your records.**



## EXCLUSIVE AGENCY SALE LISTING AGREEMENT

This Agreement is made by and between \_\_\_\_\_  
("Seller") and **MLS4owners.com, Inc, which will not represent Seller** ("Firm").  
Seller hereby grants to Firm the exclusive and irrevocable right to sell and to receipt for deposit in connection  
therewith Seller's commercial real estate legally described as set forth on attached Exhibit A and commonly  
described as \_\_\_\_\_ City of  
\_\_\_\_\_, \_\_\_\_\_ County, Washington (the "Property").

1. **DURATION OF AGREEMENT.** This Agreement shall commence on \_\_\_\_\_ and shall  
expire at 11:59 p.m. on **one year from activation**.

2. **PRICE AND TERMS.** Seller agrees to list the Property at a price of \$ \_\_\_\_\_ and shall consider  
offers that include the following terms:

Possession: \_\_\_\_\_

Terms: \_\_\_\_\_

3. **DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; and (b)  
"sell" shall mean sell, contract to sell, enter into a contract to sell, exchange, lease for over 5 years, and/or  
enter into an option to purchase the Property. The phrases "this Agreement" and "during the term hereof"  
include separate, written extensions or renewals of this Agreement.

4. **AGENCY / DUAL AGENCY.** Seller authorizes Firm to appoint \_\_\_\_\_ as  
Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's  
brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other  
brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other  
brokers to act on Seller's behalf as and when needed.

If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Buyer's  
Broker"), Seller consents to any Supervising Broker who also supervises Buyer's Broker acting as a dual  
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker  
and Supervising Broker acting as dual agents. Seller has received from Listing Broker the pamphlet entitled  
"The Law of Real Estate Agency."

If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this  
Agreement plus any additional compensation Firm may have negotiated with the buyer.

5. **PROPERTY OWNERSHIP AND INFORMATION.** Seller warrants that Seller has the right to sell the Property  
on the terms set forth in this Agreement and agrees to furnish and pay for a buyer's policy of title insurance  
showing marketable title to the Property. Seller also warrants that the Property information on the Property  
Information pages of this Agreement is correct. Seller understands that Firm and other members of CBA will  
make representations to prospective buyers based solely on the Property information in this Agreement and  
agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing warranties  
are incorrect. Seller acknowledges that following closing, the amount of the purchase price and any other  
terms of the sale of the Property shall not be deemed confidential information, and Seller authorizes  
disclosure of the same. Seller acknowledges receipt of a copy of this Agreement, with the Property  
Information pages of this Agreement fully filled in.



**EXCLUSIVE AGENCY SALE LISTING AGREEMENT**  
(continued)

- 6. CLOSING COSTS.** In addition to purchasing a buyer's policy of title insurance, Seller agrees to pay one-half of any escrow fees. Rents, insurance, taxes, interest and reserves on assumed encumbrances are to be prorated between Seller and buyer as of the date of closing. A sale on real estate contract shall be on Form LPB45, currently distributed by title insurance companies.
- 7. COMMISSION.** Firm shall be entitled to a commission if: (a) Firm sells or procures a buyer on the terms of this Agreement or on other terms acceptable to Seller; (b) Seller sells the Property through any other real estate Firm during the term of this Agreement; (c) Seller sells the Property within six months after the expiration or sooner termination of this Agreement to a person or entity that submitted an offer to purchase the Property during the term of this Agreement or that appears on any registration list provided by Firm pursuant to this Agreement or to an "Affiliate" of such a person or entity that submitted an offer or that appears on the registration list; (d) the Property is made unmarketable by Seller's voluntary act; or (e) Seller withdraws the Property from sale, or otherwise prevents Firm from selling it. The commission shall be calculated as follows:  
**(See addendum for additional terms of MLS4owners.com's non-agency role and the commission to be paid by seller to the buyer's broker)**
- 

Firm shall submit any registration list to Seller within 15 days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Firm during the term of this Agreement. Seller shall provide the registration list to any other brokers that assist the Seller with this Property. "Affiliate" means, with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, any buyer which has more than a 10% ownership or voting interest in such an entity or any buyer in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.

- 8. FIRM/MULTIPLE LISTING.** Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution systems. Firm shall cooperate with all other members of CBA in working toward the sale of the Property. Seller understands and agrees that all Property information contained in this Agreement or otherwise given to CBA becomes the Property of CBA, is not confidential, and will be given to third parties, including prospective buyers, other cooperating members of CBA who do not represent the Seller and, in some instances, may represent the buyer and other parties granted access to CBA's listing systems. Seller agrees that Firm may record this Agreement. Regardless of whether a cooperating member is the broker of the buyer, the Seller, neither or both, the member shall be entitled to receive the selling office's share of the commission as designated by the listing office. IT IS UNDERSTOOD THAT CBA IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH IN THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.



**EXCLUSIVE AGENCY SALE LISTING AGREEMENT**  
(continued)

**9. ATTORNEY'S 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 a reasonable attorney's fee and any costs and expenses incurred. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.

**10. ADDITIONAL TERMS.** In addition to the Property Information pages of this Agreement and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SELLER**

\_\_\_\_\_  
Seller/Authorized Signature

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

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Seller/Authorized Signature

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

Title: \_\_\_\_\_

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

**FIRM**

\_\_\_\_\_  
**MLS4owners.com, Inc**, Firm (Company)  
(Office)

By \_\_\_\_\_  
(Authorized Representative)

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



**EXCLUSIVE AGENCY SALE LISTING AGREEMENT**  
(continued)

**EXHIBIT A**  
[Legal Description]