

# MLS4owners.com Service Agreement (revised January 31, 2017)

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Seller(s) 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; exchange or contract to exchange; option to purchase; and/or a lease with option to purchase.

**1. 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 this agreement, if the buyer is not working with a broker, the owner can sell the property without paying a commission.

**2. 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 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).

**3. Commission:** If the purchase and sale agreement is written by a real estate licensee, Seller agrees to pay at closing the commission (also known as the selling office commission or SOC) 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.

On the commission paragraph of the MLS Form 1B, please indicate 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.

**4. Advertisement Fee and Compliance Deposit:** Prior to activation, Seller will pay the advertisement fee for the program Seller selects plus a refundable \$100 deposit. MLS4OWNERS and its customers’ properties are subject to state licensing laws and the rules of your local multiple listing service. Compliance with those regulations will ensure that your property and the properties of other sellers continue to have access to the privilege of being listed in your multiple listing service. If Seller adheres to the “Duties of Seller” described in this Agreement, MLS4OWNERS will return the deposit within 10 business days of notification of the closing of the sale or the return of the keybox, whichever comes later. Seller will forfeit deposit if property is not returned within 30 days or **fails** to notify MLS4OWNERS of expiration of listing.

**5. Successful sale involving a buyer's broker:** When a buyer is represented by a broker, MLS4OWNERS is required to be involved in responding to buyer's needs regarding the title company, escrow, lender, appraiser, and home inspector requests for additional information, and/or coordination of inspections, and/or signatures of federal lending/disclosure forms, and/or escrow forms, and/or other acts required to comply with the Washington State real estate law RCW 18.86. **The cost of this service is paid through a \$300 deduction from the buyer's brokerage's commission and is credited to MLS4OWNERS at closing.** Seller understands the administrative fee comes from the broker's funds. This covers work provided by MLS4OWNERS enabling service providers to perform the steps required to close your sale. It is not a commission and does not create an agency relationship between Seller and MLS4OWNERS.

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

MLS4OWNERS will provide an MLS authorized keybox if Seller pays the \$100 rental fee. Such keybox may be opened by an electronic master key held by all MLS members, and affiliated third parties such as inspectors and appraisers. The keybox must be returned to MLS4OWNERS within 10 days of ending of the listing. Seller shall be liable for MLS4OWNERS' actual damages for failure to return keybox. 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, please signify below.

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

**7. Signs and Posts:** In most markets MLS4OWNERS has agreements with sign vendors to install and remove one signpost, sign, and Call Seller rider. (Installations must be ON THE SUBJECT PROPERTY). Additional charges may apply for CALL BEFORE YOU DIG SERVICE and out of area trip charges by vendor. Replacement installations due to loss or damage are available for \$75. 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. The nature of the signage varies based on the program selected by the Seller. In some rural areas, installation is not available. In these cases MLS4owners can mail a loose sign and Call Seller rider to the Seller. Home Improvement stores carry metal frames that can be used with the sign and rider.

Seller requests the following:

Yard Arm, For Sale Sign:  Yes  No (Included with **Classic Package**)

Flyer Box:  Yes  No (Included with **Classic Package**)

\*\* 811 utility locate service is required on sign installations. Sign location must be marked by Seller with a white flag or a white spray painted "X". Failure to mark the location will result in service delays. Sign Company will order utilities. Expect 3-5 days delay depending on weekends.

**8. 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. 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 value estimates displayed on websites, including those of brokerages. Each real estate website maintains its own standards regarding how much information to display about properties, and the frequency with which they are updated. MLS4OWNERS cannot guarantee the availability of any particular public website and this advertising is offered in good faith and is not guaranteed.

**9. 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 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 house dates, phone numbers, web or email addresses, virtual tour links, or commission info here.

**10. Photographs:** Seller understands buyers evaluate listings by the quality and quantity of photographs. Sellers must submit photographs to MLS4OWNERS, 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). The ideal size is 1024 x 768 pixels. Once in the MLS database, photos 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 listing data.

**11. Duties of Seller:** PLEASE READ AND UNDERSTAND YOUR DUTIES

**a. NOTIFICATION UPON MUTUAL ACCEPTANCE OF OFFER:** To protect sellers from commission disputes/arbitration, compliance with MLS rules is mandatory. Within 12 hours of mutual acceptance of a purchase and sale agreement, Seller must send to MLS4OWNERS the first page of that agreement so MLS4OWNERS can report to MLS members the date of mutual acceptance, the name of the buyer's broker, and the status of contingencies (the mutually accepted price does not become visible to brokers until after the sale closes). Seller shall also notify MLS4OWNERS within one day when sales contingencies are satisfied or waived, as well the date and final sales price when the sale closes. 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 you are using a personalized home page on the MLS4OWNERS web site, please also update your status on that page.

**b. TELEPHONE:** Seller will maintain a valid telephone number so that buyers and brokers can communicate with Seller, and will provide written notice to MLS4OWNERS of changes in telephone numbers

**c. CHANGES AND QUESTIONS:** Sellers must maintain and monitor an active email address for communication with MLS4OWNERS, to protect the seller and provide efficient, accurate and documented responses and changes. Once your listing is activated please use email/Internet for all communication. **For faster service please include your MLS # on all emails.**

**d. 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.

**e. PLACEMENT OF SIGN POSTS:** Seller vouches that Seller owns the land on which signs are installed. MLS4OWNERS is not responsible for replacement of signs removed or damaged by property

owners or municipalities. Do not remove post without Vendor's approval.

**f. 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. Seller 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 or omissions that Seller knows but fails to disclose.

**g. THIRD PARTIES NOTICE:** Seller understands MLS4OWNERS may license its name/trademark to third party service providers and may collect royalty and/or advertisement fees. Owners, shareholders and employees of MLS4OWNERS may receive consulting fees, wages, and commissions from industry service providers.

**Please review this Agreement and the MLS4owners Manual to answer your questions, and understand seller's obligations.**

**12. Duties of MLS4OWNERS:** MLS4OWNERS will (a) submit information provided by Seller to the local MLS within one business day; (b) submit for publication photos provided by Seller; (c) provide Seller, upon request, the use of a real estate "For Sale" sign, sign post and "Call Seller" Rider 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.

**13. 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. Any commission Seller has agreed to pay to any buyer's broker is separate and apart from the non-refundable advertisement fee provided herein.

Changes to listings are made within 1 business day. Change fee only applies to Entry and Gold Packages, for which a \$25 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.

See Paragraph 5 for Administrative Fee for successful sale when buyer uses a broker. 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.

**14. Commitment for Preliminary Title Insurance:** In order to activate your listing, MLS rules require an attached legal description, (often referred to as vesting deed, Exhibit A, from a title report). Without a legal description attached to your sales contract, you may not have a binding contract in the state of Washington. Form 1B Exclusive Agency Sale and Listing Agreement and Washington State purchase agreement, Form 21, paragraph (d), requires seller to have marketable title. In addition, many real estate brokers will not show your listing or write a purchase and sale agreement without reviewing your preliminary title report.

**At no cost to seller:** MLS4owners will order your title report and exhibit A (legal description) and attach to your MLS listing. Our preferred Title Insurance Agency is Ticor Title Company, a subagent of Fidelity National Title. Current title rates can be viewed on our website.

To comply with RCW 18:85, OIC (Office of Insurance) rules, and Washington State purchase agreement, Form 21 paragraph (e), if **Buyer** declines to use this title policy then **Buyer** shall pay a cancellation fee. Current MLS4OWNERS title insurance cancellation fee is \$200.00. This fee is disclosed to member brokers in the MLS and is paid through escrow at closing. See OIC website for details on Title Insurance.

\*Seller is not required to use MLS4OWNERS preferred title insurance provider. If Seller has a preferred title insurance agency, please order your title and send Exhibit A with your Service Agreement to activate your listing.

**FYI:** Expect 1-3 days delay to activate your listing in the MLS by using your preferred title company. Many title companies will not open title for an unrepresented seller without a purchase and sale agreement.

**15. MLS4OWNERS Closing Service:** Ticor Escrow is MLS4OWNERS preferred escrow closing team that has developed a unique seller centric closing service. This transparent, seamless service is designed to help MLS4OWNERS customers (unrepresented sellers) through the closing process without additional fees and delays. Ticor has closed thousands of sales for satisfied MLS4OWNERS customers!

**Ticor has a dedicated closing team to assist MLS4OWNERS customers!**

To protect the seller's interest and have a more pleasant secure closing experience Ticor Escrow will:

1. Set up escrow as an unrepresented seller
2. Review your title report
3. Disclose current Washington escrow rates on our website
4. Will not share sellers net proceeds amount to buyer's agent or buyer
5. Will notify MLS4OWNERS of transaction closing to timely update the MLS database to eliminate the risk of MLS fines
6. Verify commissions paid to buyer's agent are correct amount from the Service Agreement
7. Disclose to brokers in MLS database that seller would like to close with Ticor Escrow
8. **Sign your closing documents anywhere!** Ticor closing team will facilitate closings wherever is convenient for MLS4OWNERS sellers by mobile notary.
9. Ticor will send MLS4OWNERS your Closing Disclosure for review. (Many escrow companies will not send your closing disclosure for review. If charges need to be corrected, it may re-set the Dodd-Frank Act 3-day review period for the buyers and can delay closing).
10. **SmartPortal!** Ticor uses SmartMail for all correspondence about a transaction. This is a secured portal, similar to your other financial institutions.

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**16. Optional Facilitation Service:** MLS4OWNERS offers a Facilitation Service to help an unrepresented seller all the way through the sale of their listed property, described in detail in the Owners Manual, for a fee of 0.5% of the sales price payable at closing.

- Yes, I would like MLS4OWNERS to facilitate my sale.  
 No, at this time I do not want MLS4OWNERS to facilitate my sale.

**17. 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.

**PAYMENT CALCULATION:**

Listing Fee – MLS ENTRY \$95 or GOLD \$295 or CLASSIC \$495 or	\$
CLASSIC PLUS VIRTUAL BROKER: \$500 (see Facilitator Service)	\$
Refundable Compliance Deposit (see paragraph 4)	<b>\$ 100</b>
MLS Realtors Keybox: \$100 rental fee (see paragraph 5)	\$
Extra signs/Flyer Box (optional – see MLS4owners Website & Manual)	\$
Yard Sign & Post Rental – optional \$125 <b>(included with Classic)</b>	\$
Disclosure forms attached to MLS listing – optional \$25 <b>(included with Classic)</b>	\$
Custom Zillow Page – \$25.00	\$
Extended Area Sign Surcharge Fee – \$50.00	\$
<b>TOTAL AMOUNT DUE PRIOR TO ACTIVATION</b>	<b>\$</b>

*This is your invoice. Your payment confirmation or cancelled check is your receipt*

**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 98464-1456**

**Email Agreement to [SALES@MLS4OWNERS.COM](mailto:SALES@MLS4OWNERS.COM)  
OR  
Fax Agreement to 1-888-760-5687**

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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: \_\_\_\_\_

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

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

**Agreement Accepted by Seller: [PLEASE PRINT NEATLY] (Also see MLS Form 1B)**  
**I/we have read and understand this service agreement and the MLS4OWNERS Manual, and I understand that my advertisement must comply with the rules of my local REALTORS® multiple listing service (MLS) and state/federal laws**

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

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

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

**Activation in MLS shall constitute MLS4OWNERS's acceptance of the entire Agreement. Please keep a copy of this document for your records.**

How did you find out about MLS4owners.com?

- |   |   |
|---|---|
| <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"/> From a TV Commercial                   |
| <input type="checkbox"/> From Google            | <input type="checkbox"/> From an Internet Search (Name?) _____  |
| <input type="checkbox"/> I received a Mailing   | <input type="checkbox"/> Some other way (please describe) _____ |

**EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT**

\_\_\_\_\_  
Seller Seller ("Seller") hereby grants to, 1

\_\_\_\_\_  
("Firm") from date hereof until midnight of 2  
ENTRY / GOLD / CLASSIC (circle one) ("Listing Term"), the exclusive right to sell the real property ("the Property") 3

commonly known as \_\_\_\_\_, City \_\_\_\_\_, 4

County \_\_\_\_\_, WA, Zip \_\_\_\_\_; and legally described on Exhibit A. 5

1. **DEFINITIONS.** (a) "MLS" means the \_\_\_\_\_ 6  
Multiple Listing Service/Association/Bureau; and (b) "sell" includes a contract to sell; an exchange or contract to 7  
exchange; an option to purchase; and/or a lease with option to purchase. 8

2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint \_\_\_\_\_ 9  
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 10  
who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 11  
Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 12  
as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 13  
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 14  
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 15  
Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 16  
commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 17  
Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 18

3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 19  
the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on \*doesn't apply\* ("List Date"), 20  
which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 21  
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 22  
the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 23  
manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 24  
newspapers, open houses, previews, showings, or tours. 25

4. **COMMISSION.** If during the Listing Term (a) Seller sells the Property through any other real estate licensee and the 26  
buyer does not terminate the agreement prior to closing; or (b) after reasonable exposure of the Property to the market, 27  
Firm procures a buyer who is ready, willing, and able to purchase the Property on the terms in this Agreement and as 28  
set forth in the attached Listing Input Sheets incorporated herein by this reference, Seller will pay Firm a commission of 29  
(fill in one and strike the other) \_\_\_\_\_% of the sales price, or \$ \_\_\_\_\_ ("Total Commission"). 30  
From the Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a 31  
commission of (fill in one and strike the other) \_\_\_\_\_% of the sales price, or \$ \_\_\_\_\_. 32  
RCW 18.86.050(1)(e)(ii) provides that buyer's brokers are not required to show property as to which there is no written 33  
agreement to pay compensation to the buyer's broker. 34

If Seller shall, within six months after the expiration of the Listing Term, sell the Property to any person to whose attention it 35  
was brought through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or 36  
through Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission 37  
to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be 38  
reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal 39  
cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays 40  
a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement. 41

5. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 42  
to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 43  
assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 44  
the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 45  
represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 46  
unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 47  
property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 48  
continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 49  
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 50

6. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by 51  
members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and 52  
appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm 53  
first making reasonable efforts to obtain Seller's approval. 54

7. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on 55  
the terms herein and that the Property information on the Listing Input Sheets attached to and incorporated into this 56

Seller's Initials Date Seller's Initials Date



**EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT**

*Continued*

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. If Seller provides Firm with any photographs of the Property, Seller warrants that Seller has the necessary rights in the photographs to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect.

**8. CLOSING.** 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. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at closing. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service.

**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.

**10. PROPERTY CONDITION AND 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, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the master key to the keybox and/or at open houses, except for damage or injury caused by its gross negligence or willful misconduct. 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. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030.

**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.

**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.

**13. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on 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.

**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.

**15. SELLER OPT-OUT.** Check one if applicable:  
a.  I have advised my broker that I do not want the listed property to be displayed on the Internet; or  
b.  I have advised my broker that I do not want the address of the listed property to be displayed on the Internet.  
c. I understand and acknowledge that, if I have selected option (a), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.  
Initials of Seller (if (a) or (b) are selected): \_\_\_\_\_

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

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

\_\_\_\_\_  
Real Estate Firm

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

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

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