

PROPERTY ADDRESS: _____ CITY, STATE _____

1 **1. AGENCY.** Seller has received and read a copy of the Initial Agency Disclosure Pamphlet. SELLER
 2 authorizes BROKER's FIRM to appoint BROKER to act as SELLER's listing BROKER. It is
 3 understood and agreed that this Agreement creates an agency relationship with BROKER and
 4 BROKER's FIRM only, not with any other brokers of BROKER's FIRM. Any broker other than
 5 BROKER who procures a prospective buyer for the Property will not be representing SELLER and may
 6 represent a buyer.

7 **2. EXCLUSIVE RIGHT TO SELL.** In consideration for the services to be rendered by the
 8 undersigned BROKER's FIRM, the undersigned SELLER hereby grants to BROKER's FIRM the
 9 exclusive right to sell the property located at the address set forth above and more particularly described
 10 on the RMLS™ Listing Data Input Form hereto attached (the "Property").

11 This listing is (check one):

12 _____ AN ACTIVE LISTING (ACT). Date marketing to begin is _____,
 13 which will be the List Date published in RMLS™. No marketing may occur before such date.

14 _____ COMING SOON-NO SHOWING LISTING (CSN). Will automatically convert to ACT on
 15 first date for showing and Date marketing to begin on _____,
 16 (not more than 21 days from date of this Agreement). Property will be shown in RMLS™ as CSN
 17 status and is subject to certain marketing restrictions, as provided in the RMLS™ Rules and
 18 Regulations, including a prohibition against any showings and Internet advertising. A sign and
 19 flyer including the phrase "Coming Soon" may be placed on the Property.

20 _____ EXCLUDED FROM MLS. The Property will not be submitted to, or published in, RMLS™.
 21 The Authorization to Exclude from MLS Addendum must be completed and submitted to
 22 RMLS™.

23 For purposes of this Section, marketing includes, but is not limited to, placing any yard sign, social
 24 media or internet exposure, publication in RMLS™, broker tours, showings and direct marketing to any
 25 other real estate professionals or consumers. SELLER further allows BROKER's FIRM a reasonable
 26 time after termination or expiration of this Agreement to close any transaction on which earnest money,
 27 has been paid, or a promissory note for earnest money has been tendered. No extension or renewal of
 28 this Agreement shall be effective unless it is in writing signed by SELLER and BROKER's FIRM.

29 **3. LIST PRICE.** List Price \$ _____.

30 **4. TERM.** This Agreement is effective when signed, and shall terminate at 11:59 p.m. on
 31 _____, _____.

32 **5. BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 8 below in an
 33 amount equal to _____% of the selling price or option exercise price of the Property or \$
 34 _____. SELLER hereby irrevocably assigns to BROKER's FIRM the proceeds of such transaction
 35 to the extent of BROKER's FIRM'S fee and irrevocably instructs the escrow agent, if any, to pay
 36 BROKER's FIRM'S fee at closing out of such proceeds.

37 **6. DISBURSEMENT.** In the event of forfeiture of earnest money for any transaction relating to this
 38 Agreement, the earnest money shall be disbursed as follows: SELLER _____% BROKER's
 39 FIRM _____% OR (check if applicable) [] to BROKER's FIRM to the extent of the brokerage
 40 fee, with balance to SELLER.

41 **7. INSUFFICIENT PROCEEDS.** If the proceeds from the sale of the Property are insufficient to
 42 cover 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
 44 relieve SELLER of the obligation to pay any debt or costs remaining at closing, including fees such as
 45 the BROKER's FIRM's commission.

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46 **8. RIGHT TO COMPENSATION.** In consideration for the services herein described, SELLER shall
47 pay BROKER's FIRM the brokerage fee set forth in Section 5 above if BROKER's FIRM or any
48 cooperating broker, including, but not limited to, a buyer's broker:

49 (a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set
50 forth in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER
51 may accept; or

52 (b) places SELLER in contact with a person to whom SELLER sells the Property during the term
53 of this Agreement or within _____ (_____) days after termination of this
54 Agreement.

55 In any event, SELLER shall pay the sum set forth in Section 5 above to BROKER's FIRM if SELLER
56 cancels the authority hereby given or if SELLER sells or agrees to sell the Property during the term of
57 this Agreement or any extension or renewal hereof. Section 8 (b) above shall not apply if, following the
58 termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate
59 broker and if the application of such section(s) would result in SELLER's liability for more than one
60 brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the
61 event of an exchange, trade or lease option, BROKER's FIRM is permitted to represent and receive
62 compensation from both parties.

63 **9. SERVICES; AUTHORITY.** BROKER's FIRM will market the Property, and in connection
64 therewith, SELLER hereby authorizes BROKER's FIRM to do the following: (a) place a "for sale" sign
65 on the Property and to remove all other similar signs; (b) turn on, or leave on, all utilities serving the
66 Property and authorize utility providers to do so in order to show the Property, all at SELLER'S expense;
67 (c) obtain and disclose any information pertaining to any present encumbrance on the Property; (d) if
68 authorized pursuant to Section 10 below, obtain a key to the Property and place such key in a lock box
69 on the exterior of the Property, with recognition that SELLER bears any risk of loss or damage
70 associated with the use of such lock box (SELLER should consult SELLER'S homeowner's insurance
71 policy to determine coverage); (e) have access to Property for purposes of showing it to prospective
72 buyers at any reasonable hour; (f) place information regarding this listing and the Property in the
73 RMLS™; (g) accept deposits on SELLER'S behalf. BROKER's FIRM is authorized to cooperate with
74 other brokers and to share with such other brokers any commissions or compensation payable under this
75 Agreement; and (h) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic
76 means even after the term of this Agreement. SELLER hereby authorizes RMLS™ to use, relicense,
77 repurpose, display and otherwise deal with photos and data regarding the Property, without
78 compensation to the SELLER. Such authority shall survive expiration or termination of this Agreement.
79 Tenant occupancy – if tenant(s) occupies property, and authority from the tenant(s) is required for
80 BROKER's FIRM to do any of the items listed in Section 9, SELLER shall obtain such authority from
81 tenant(s).

82 **10. LOCKBOX.** SELLER does does not (check one) authorize BROKER's FIRM to place a
83 lockbox on the Property.

84 **11. INTERNET.** SELLER does does not (check one) authorize BROKER's FIRM to advertise the
85 Property on the Internet.

86 **12. INDEMNITY.** SELLER shall defend, indemnify and hold harmless BROKER's FIRM, its
87 licensees and any cooperating broker and its licensees from any liability, claims, damages, causes of
88 action or suits arising out of, or relating to any breach of the representations and warranties set forth
89 herein or in any agreement for the sale of the Property, and from the failure to disclose any material
90 information to BROKER's FIRM relating to the Property.

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91 **13. ATTORNEYS' FEES.** If BROKER's FIRM or any cooperating broker refers this Agreement to
92 an attorney for collection of the compensation due hereunder, SELLER shall pay the costs and
93 reasonable attorneys' fees of BROKER's FIRM or any cooperating broker regardless of whether
94 mediation is conducted or arbitration or litigation is filed. If mediation is conducted or if arbitration or
95 litigation is filed in connection with any dispute relating to this Agreement, the prevailing party shall be
96 entitled to its attorneys' fees and costs in connection with such mediation, arbitration or litigation, and
97 in any appeal therefrom and enforcement thereof.

98 **14. DISPUTE RESOLUTION.** SELLER and BROKER's FIRM, including the licensees of each, if
99 any, agree that all claims, controversies or disputes, including those for rescission (hereinafter
100 collectively referred to as "Claims"), relating directly or indirectly to this Agreement, shall be resolved
101 in accordance with the procedures set forth herein which shall expressly survive closing. Provided,
102 however, the following matters shall not constitute Claims: (a) any proceeding to collect, interpret or
103 enforce any mortgage, trust deed, land sale contract, or recorded construction lien; (b) a forcible entry
104 and detainer action; (c) any dispute between REALTORS® which is subject to the Professional
105 Standards Arbitration provisions of the National Association of REALTORS®. The filing of a notice of
106 pending action ("*lis pendens*") or the application to any court for the issuance of any provisional process
107 or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a
108 waiver of the right or duty to use the procedures specified below.

109 Notwithstanding the following provisions, SELLER, BROKER's FIRM and the licensees, if any,
110 mutually agree that all Claims within the jurisdiction of the Small Claims Court shall be brought and
111 decided there, in lieu of mediation, arbitration or litigation in any other court of law.

112 If SELLER was represented in this transaction by a licensee who was then a member of the
113 National Association of REALTORS®, all claims shall be submitted to mediation in accordance with
114 the procedures of the Home Seller/Home Buyer Dispute Resolution System of the National Association
115 of REALTORS® or other organization-adopted mediation program (collectively the "System").
116 Provided, however, if the System is not then available through the licensees' Association of
117 REALTORS®, then the SELLER, BROKER's FIRM and/or licensees shall not be required to engage
118 in mediation.

119 All claims that have not been resolved by mediation, or otherwise, shall be submitted to final
120 and binding private arbitration in accordance with Oregon Laws. Filing for arbitration shall be treated
121 the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes
122 of filing a *lis pendens*. SELLER, BROKER's FIRM and/or their licensees may use any professional
123 arbitration company which provides such service to the county where the Property is located, as selected
124 by the party first filing for arbitration. Provided, however, if no arbitration company has available
125 services when the Claim arose, neither SELLER, BROKER's FIRM, nor their respective licensees, if
126 any, shall be required to participate in arbitration.

127 BY CONSENTING TO THIS PROVISION YOU ARE AGREEING THAT DISPUTES
128 ARISING UNDER THIS AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE
129 NEUTRAL ARBITRATORS AND YOU ARE GIVING UP THE RIGHT TO HAVE THE MATTER
130 TRIED BY A JUDGE OR JURY. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS
131 LIMITED UNDER OREGON LAW.

132 **15. COMPLIANCE WITH LAW.** SELLER shall comply with all laws relating to the Property and
133 the sale thereof, including without limitation, the obligation to offer the Property for sale to any person
134 without regard to race, color, religion, gender, disability, marital status, familial status, sexual
135 orientation, gender identity, legal source of income, domestic violence victim or national origin.

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136 **16. SELLER'S PROPERTY DISCLOSURE STATEMENT.** As required by Oregon law, SELLER
 137 will complete the Seller's Property Disclosure Statement accurately based upon SELLER's personal
 138 knowledge and information. BROKER's FIRM has not made any statement, representation, warranty,
 139 investigation, test or other inquiry into the accuracy or adequacy of SELLER's disclosures. SELLER
 140 hereby authorizes BROKER to: (a) deliver a copy of such Disclosure Statement to any prospective
 141 Buyer; and (b) rely solely upon SELLER'S representations set forth in this Agreement and in the
 142 Disclosure Statement without further inquiry or diligence on BROKER'S part.

143 **17. REQUIRED DETECTORS.** Oregon Real Estate laws require SELLER to install an approved
 144 SMOKE DETECTOR(s) and approved CARBON MONOXIDE DETECTOR(s) in the building(s)
 145 located on the Property. SELLER will install approved smoke detector(s) and approved carbon
 146 monoxide detector(s) in the building(s) located on the Property, as required by law.

147 **18. SELLER'S REPRESENTATIONS AND WARRANTIES.** SELLER hereby represents and
 148 warrants to BROKER's FIRM: (a) that the undersigned SELLER has full authority to enter into this
 149 Agreement and to convey marketable title to the Property to a buyer; (b) the information on the attached
 150 Listing Data Input Form is correct and complete; and (c) as of the date(s) of the closing of the sale of
 151 the Property and transfer of possession, all aspects of the Property will be in substantially their present
 152 condition and free of material defects, except as disclosed in the sale agreement or Seller's Property
 153 Disclosure Statement.

154 **19. FIRPTA.** In general, the sale or other disposition of a U.S. real property interest by a foreign person
 155 is subject to income tax withholding under the Foreign Investment in Real Property Tax Act of 1980
 156 (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, foreign
 157 partnership, foreign trust and foreign estate. If FIRPTA applies, the buyer or other qualified substitute
 158 may be legally required to withhold this tax at closing. In order to avoid closing delays, SELLER is
 159 requested to initial one of the two statements:

160 _____ / _____ SELLER warrants and represents to BROKER
 161 and BROKER'S FIRM that SELLER is **not** a foreign person under FIRPTA.

162 _____ / _____ SELLER **is** a foreign person under FIRPTA.

163 **20. ADDITIONAL PROVISIONS.** _____
 164 _____
 165 _____
 166 _____

167 **21. MODIFICATION.** No provision of this Agreement, including, without limitation, the amount of
 168 the brokerage fee set forth in Section 5, may be modified except in writing signed by SELLER and by
 169 BROKER's FIRM.

FIRM NAME _____

BROKER (printed) _____

BROKER Signature _____

Date of BROKER'S Signature _____

Phone _____

Email _____

BROKER'S License # _____

PROPERTY ADDRESS: _____ CITY, STATE _____

BROKER'S FIRM - PRINCIPAL BROKER (printed) _____

BROKER'S FIRM - PRINCIPAL BROKER Signature _____

Date of BROKER'S FIRM - PRINCIPAL BROKER'S Signature _____

Phone _____

BROKERAGE License # _____

SELLER(S):

SELLER (printed) _____

SELLER Signature _____

Date of SELLER'S Signature _____

Address _____

Address _____

City _____ State _____ Zip _____

Phone (w) _____

Phone (h) _____

Email _____

SELLER (printed) _____

SELLER Signature _____

Date of SELLER'S Signature _____

Address _____

Address _____

City _____ State _____ Zip _____

Phone (w) _____

Phone (h) _____

Email _____

If legal representative or attorney-in-fact state capacity and name of real property in interest

Name _____

Capacity _____

On Behalf of _____

Sellers' Initials _____

PROPERTY ADDRESS: _____ CITY, STATE _____

1 **1. AGENCY/DUAL AGENCY.** SELLER authorizes BROKER's FIRM to appoint BROKER to act as
2 SELLER's listing BROKER. It is understood and agreed that this Agreement creates an agency relationship
3 with BROKER and BROKER's FIRM only, not with any other brokers of BROKER's FIRM, except that
4 SELLER authorizes other brokers affiliated with BROKER's FIRM to act as subagents on SELLER's behalf
5 as and when needed. Any broker other than BROKER who procures a prospective buyer for the Property will
6 not be representing SELLER and may represent a buyer.

7 SELLER agrees that if the Property is sold to a buyer represented by one of BROKER's FIRM's
8 brokers other than BROKER, then SELLER consents to BROKER's FIRM acting as a dual agent.
9 SELLER further agrees that if the Property is sold to a buyer also represented by BROKER, then SELLER
10 consents to BROKER and BROKER's FIRM acting as dual agents. SELLER acknowledges that a dual
11 agent represents both parties to a transaction; that the parties' interest in the transaction may differ, and
12 that a dual agent is not permitted to give advice to either party, or disclose to either party to the detriment
13 of the other party, promote or advocate the interest of either party over the other party, or disclose to either
14 party confidential information from or concerning the other party. SELLER agrees that different brokers
15 affiliated with BROKER's FIRM may represent different sellers in competing transactions involving the
16 same buyer, and that this shall not be considered action by BROKER's FIRM that is adverse or detrimental
17 to the interests of either seller, nor shall it be considered a conflict of interest on the part of BROKER's
18 FIRM. SELLER acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." If
19 BROKER's FIRM acts as dual agent, BROKER's FIRM shall be entitled to the entire commission payable
20 under this Agreement plus any additional compensation BROKER's FIRM may have negotiated with the
21 buyer.

22 **2. EXCLUSIVE RIGHT TO SELL.** In consideration for the services to be rendered by the BROKER
23 designated below, the undersigned SELLER hereby grants to BROKER's FIRM designated below the
24 exclusive right to sell the property located at the address set forth above and more particularly described on the
25 RMLS™ Listing Data Input Form hereto attached (the "Property").

26 This listing is (check one):

27 AN ACTIVE LISTING (ACT). Date marketing to begin is _____, _____, which
28 will be the List Date published in RMLS™. No marketing may occur before such date.

29 COMING SOON-NO SHOWING LISTING (CSN). Will automatically convert to ACT on first
30 date for showing and Date marketing to begin on _____, _____ (not more than 21
31 days from date of this Agreement). Property will be shown in RMLS™ as CSN status and is subject to
32 certain marketing restrictions, as provided in the RMLS™ Rules and Regulations, including a
33 prohibition against any showings and Internet advertising. A sign and flyer including the phrase
34 "Coming Soon" may be placed on the Property.

35 EXCLUDED FROM MLS. The Property will not be submitted to, or published in, RMLS™. The
36 Authorization to Exclude from MLS Addendum must be completed and submitted to RMLS™.

37 For purposes of this Section, marketing includes, but is not limited to, placing any yard sign, social media or
38 internet exposure, publication in RMLS™, broker tours, showings and direct marketing to any other real estate
39 professionals or consumers. SELLER further allows BROKER's FIRM a reasonable time after termination
40 or expiration of this Agreement to close any transaction on which earnest money, has been paid, or a
41 promissory note for earnest money has been tendered. No extension or renewal of this Agreement shall be
42 effective unless it is in writing signed by SELLER and authorized signatory of BROKER's FIRM.

43 **3. LIST PRICE.** List Price \$ _____.

44 **4. TERM.** This Agreement is effective when fully signed by all parties, and shall terminate at 11:59 p.m. on
45 _____, _____.

Sellers' Initials _____

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46 **5. BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 8 below in an amount
47 equal to _____% of the selling price or option exercise price of the Property or \$_____.
48 SELLER hereby irrevocably instructs the escrow agent, if any, to pay BROKER's FIRM's fee at closing
49 out of such proceeds.

50 **6. DISBURSEMENT.** In the event of forfeiture of earnest money for any transaction relating to this
51 Agreement, the earnest money shall be disbursed as follows: SELLER _____% BROKER's FIRM
52 _____% OR _____ (check if applicable) to BROKER's FIRM to the extent of the brokerage fee,
53 with balance to SELLER.

54 **7. INSUFFICIENT PROCEEDS.** If the proceeds from the sale of the Property are insufficient to cover
55 costs at closing, SELLER acknowledges that the decision by any beneficiary or mortgagee, or its
56 assignees, to release its interest in the Property for less than the amount owed, does not automatically
57 relieve SELLER of the obligation to pay any debt or costs remaining at closing, including fees such as the
58 BROKER's FIRM's commission.

59 **8. RIGHT TO COMPENSATION.** In consideration for the services herein described, SELLER shall
60 pay BROKER's FIRM the brokerage fee set forth in Section 5 above if BROKER's FIRM or any
61 cooperating broker, including, but not limited to, a buyer's broker: (a) finds a buyer ready, willing, and
62 able to purchase the Property for the price and terms set forth in the attached RMLS™ Listing Data Input
63 Form or such other price and terms as SELLER may accept; or (b) places SELLER in contact with a
64 person to whom SELLER sells the Property during the term of this Agreement or within
65 _____ (_____) days after termination of this Agreement. In any event, SELLER shall
66 pay the sum set forth in Section 5 above to BROKER's FIRM if SELLER cancels the authority hereby
67 given or if SELLER sells or agrees to sell the Property during the term of this Agreement or any extension
68 or renewal hereof. Section 8(b) above shall not apply if, following the termination of this Agreement,
69 SELLER lists the Property for sale with another duly licensed real estate broker and if the application of
70 such section(s) would result in SELLER's liability for more than one brokerage fee. The term "sale" shall
71 include any exchange or trade to which SELLER consents. In the event of an exchange, trade or lease
72 option, BROKER's FIRM is permitted to represent and receive compensation from both parties.

73 **9. SERVICES; AUTHORITY.** BROKER will market the Property, and in connection therewith, SELLER
74 hereby authorizes BROKER and BROKER's FIRM to do the following: (a) place a "for sale" sign on the
75 Property and to remove all other similar signs; (b) turn on, or leave on, all utilities serving the Property
76 and authorize utility providers to do so in order to show the Property, all at SELLER's expense; (c) obtain
77 and disclose any information pertaining to any present encumbrance on the Property; (d) if authorized
78 pursuant to Section 10 below, obtain a key to the Property and place such key in a lock box on the exterior
79 of the Property, with recognition that SELLER bears any risk of loss or damage associated with the use
80 of such lock box (SELLER should consult SELLER's homeowner's insurance policy to determine
81 coverage); (e) have access to Property for purposes of showing it to prospective buyers at any reasonable
82 hour; (f) place information regarding this listing and the Property in the RMLS™; (g) accept deposits on
83 SELLER's behalf. BROKER's FIRM is authorized to cooperate with other brokers and to share with such
84 other brokers any commissions or compensation payable under this Agreement; and (h) communicate with
85 SELLER by telephone, facsimile, e-mail, and/or other electronic means even after the term of this
86 Agreement. SELLER hereby authorizes RMLS™ to use, relicense, repurpose, display and otherwise deal
87 with photos and data regarding the Property, without compensation to the SELLER. Such authority shall
88 survive expiration or termination of this Agreement. Tenant occupancy – if tenant(s) occupies property,
89 and authority from the tenant(s) is required for BROKER and BROKER's FIRM to do any of the items
90 listed in Section 9, SELLER shall obtain such authority from tenant(s).

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91 **10. LOCKBOX.** SELLER does does not (check one) authorize BROKER's FIRM to place a
92 lockbox on the Property.

93 **11. INTERNET.** SELLER does does not (check one) authorize BROKER's FIRM to advertise the
94 Property on the Internet.

95 **12. INDEMNITY.** SELLER shall defend, indemnify, and hold harmless BROKER, BROKER's FIRM,
96 and any cooperating broker(s) from any liability, claims, damages, causes of action or suits arising out of,
97 or relating to, any breach of the representations and warranties set forth herein or in any agreement for the
98 sale of the Property, and from the failure to disclose any material information to BROKER or BROKER's
99 FIRM relating to the Property.

100 **13. ATTORNEYS' FEES.** If BROKER's FIRM or any cooperating broker refers this Agreement to an
101 attorney for collection of the compensation due hereunder, SELLER shall pay the costs and reasonable
102 attorneys' fees of BROKER's FIRM or any cooperating broker regardless of whether mediation is
103 conducted or arbitration or litigation is filed. If mediation is conducted or if arbitration or litigation is
104 filed in connection with any dispute relating to this Agreement, the prevailing party shall be entitled to its
105 attorneys' fees and costs in connection with such mediation, arbitration or litigation, and in any appeal
106 therefrom and enforcement thereof.

107 **14. DISPUTE RESOLUTION.** SELLER and BROKER, and BROKER's FIRM, if any, agree that all
108 claims, controversies or disputes, including those for rescission (collectively, "Claims"), relating directly
109 or indirectly to this Agreement, shall be resolved in accordance with the procedures set forth herein which
110 shall expressly survive closing. Provided, however, the following matters shall not constitute Claims: (a)
111 any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract or recorded
112 construction lien; (b) a forcible entry and detainer action; (c) any dispute between REALTORS® which is
113 subject to the Professional Standards Arbitration provisions of the National Association of REALTORS®.
114 The filing of a notice of pending action ("*lis pendens*") or the application to any court for the issuance of
115 any provisional process or similar remedy described in the Washington or Federal Rules of Civil
116 Procedure shall not constitute a waiver of the right or duty to use the procedures specified below.

117 If SELLER was represented in this transaction by a licensee who was then a member of the National
118 Association of REALTORS®, all claims shall be submitted to mediation in accordance with the procedures
119 of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS®
120 or other organization-adopted mediation program (collectively the "System"). Provided, however, if the
121 System is not then available through the licensees' Association of REALTORS®, then SELLER,
122 BROKER, and BROKER's FIRM shall not be required to engage in mediation.

123 All claims that have not been resolved by mediation, or otherwise, shall be submitted to final and
124 binding private arbitration in accordance with Washington laws. Filing for arbitration shall be treated the
125 same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of
126 filing a *lis pendens*. SELLER, BROKER, and BROKER's FIRM may use any professional arbitration
127 company which provides such service to the county where the Property is located, as selected by the party
128 first filing for arbitration. Provided, however, if no arbitration company has available services when the
129 Claim arose, then SELLER, BROKER, and BROKER's FIRM shall not be required to participate in
130 arbitration.

131 **15. COMPLIANCE WITH LAW.** SELLER shall comply with all laws relating to the Property and the
132 sale thereof, including without limitation, the obligation to offer the Property for sale to any person without
133 regard to race, color, religion, gender, disability, marital status, familial status, sexual orientation, gender
134 identity, legal source of income, domestic violence victim, military status or national origin.

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135 **16. REAL PROPERTY TRANSFER DISCLOSURE STATEMENT.** Unless SELLER is exempt
136 under RCW 64.06, SELLER shall provide to BROKER as soon as reasonably practicable a completed and
137 signed Real Property Transfer Disclosure Statement. SELLER will complete the Real Property Transfer
138 Disclosure Statement and that it is accurate based upon SELLER’s personal knowledge and information;
139 and neither BROKER nor anyone in BROKER’s FIRM has made any statement, representation, warranty,
140 investigation, test or other inquiry into the accuracy or adequacy of SELLER’s disclosures. SELLER shall
141 defend, indemnify, and hold harmless BROKER and BROKER’s FIRM from any and all claims arising
142 out of such Real Property Transfer Disclosure Statement, including any claims that the information
143 provided by SELLER may be false or misleading.

144 **17. REQUIRED DETECTORS.** Before closing of any transaction, SELLER will install an approved
145 smoke detector and approved carbon monoxide detector(s) in the building(s) located on the Property, as
146 required by law.

147 **18. SELLER’S REPRESENTATIONS AND WARRANTIES.** SELLER hereby agrees and warrants
148 to BROKER and BROKER’s FIRM: (a) that the undersigned SELLER has full authority to enter into this
149 Agreement and to convey marketable title to the Property to a buyer; (b) the information on the attached
150 Listing Data Input Form is correct and complete; (c) as of the date(s) of the closing of the sale of the
151 Property and transfer of possession, all aspects of the Property will be in substantially their present
152 condition and free of material defects, except as disclosed in the sale agreement or Real Property Transfer
153 Disclosure Statement; and (d) SELLER acknowledges that it is a violation of RCW 9.73.030 to intercept
154 or record conversations of persons in the Property without first obtaining their consent.

155 **19. FIRPTA.** In general, the sale or other disposition of a U.S. real property interest by a foreign person
156 is subject to income tax withholding under the Foreign Investment in Real Property Tax Act of 1980
157 (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, foreign
158 partnership, foreign trust and foreign estate. If FIRPTA applies, the buyer or other qualified substitute
159 may be legally required to withhold this tax at closing. In order to avoid closing delays, SELLER is
160 requested to initial one of the two statements:

161 _____ / _____ SELLER warrants and represents to BROKER and
162 BROKER’s FIRM that SELLER is **not** a foreign person under FIRPTA.

163 _____ / _____ SELLER **is** a foreign person under FIRPTA.

164 **20. NO DISTRESSED HOME CONVEYANCE.** BROKER, BROKER’s FIRM and SELLER will not
165 enter into a “distressed home conveyance” within the meaning of RCW 61.34.020, *et seq.*, without
166 executing a separate written agreement and otherwise complying with Washington law with respect to
167 such conveyance.

168 **21. ADDITIONAL PROVISIONS.** _____
169 _____
170 _____
171 _____

172 **22. MODIFICATION.** No provision of this Agreement, including, without limitation, the amount of
173 the brokerage fee set forth in Section 5, may be modified except in writing signed by SELLER and by
174 authorized signatory of BROKER’s FIRM.

PROPERTY ADDRESS: _____ CITY, STATE _____

BROKER (printed) _____

BROKER Signature _____

Date of BROKER'S Signature _____

Phone _____

Email _____

BROKER'S License # _____

BROKER's FIRM (printed) _____

BROKER's FIRM's Assumed Name _____

(If applicable)

Address _____

Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

BROKERAGE License # _____

SELLER(S):

SELLER (printed) _____

SELLER Signature _____

Date of SELLER'S Signature _____

Address _____

Address _____

City _____ State _____ Zip _____

Phone (w) _____

Phone (h) _____

Email _____

SELLER (printed) _____

SELLER Signature _____

Date of SELLER'S Signature _____

Address _____

Address _____

City _____ State _____ Zip _____

Phone (w) _____

Phone (h) _____

Email _____

Sellers' Initials _____

PROPERTY ADDRESS: _____ CITY, STATE _____

If legal representative or attorney-in-fact state capacity and name of real property in interest
Name _____

Capacity _____

On Behalf of _____
