

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 brokers
 8 other than BROKER, then SELLER consents to BROKER's FIRM acting as a dual agent. SELLER
 9 further agrees that if the Property is sold to a buyer also represented by BROKER, then SELLER consents
 10 to BROKER and BROKER's FIRM acting as dual agents. SELLER acknowledges that a dual agent
 11 represents both parties to a transaction; that the parties' interest in the transaction may differ, and that a
 12 dual agent is not permitted to give advice to either party, or disclose to either party to the detriment of the
 13 other party, promote or advocate the interest of either party over the other party, or disclose to either party
 14 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:

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

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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 _____, _____.

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 From the brokerage fee an amount equal to _____% of the selling price or option exercise price of the
 49 Property or \$ _____ will be offered to Cooperating Firm (BAC). SELLER hereby irrevocably
 50 instructs the escrow agent, if any, to pay BROKER's FIRM's fee at closing out of such proceeds.

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

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

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

- 63 (a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set forth
- 64 in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER may
- 65 accept; or
- 66 (b) places SELLER in contact with a person to whom SELLER sells the Property during the term
- 67 of this Agreement or within _____ (_____) days after termination of this
- 68 Agreement.

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

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77 **9. SERVICES; AUTHORITY.** BROKER will market the Property, and in connection therewith, SELLER
78 hereby authorizes BROKER and BROKER's FIRM to do the following:

79 _____ (a) place a "for sale" sign on the Property and to remove all other similar signs;

80 _____ (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in
81 order to show the Property, all at SELLER's expense;

82 (c) obtain and disclose any information pertaining to any present encumbrance on the Property;

83 (d) if authorized pursuant to Section 10 below, obtain a key to the Property and place such key in
84 a lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss or
85 damage associated with the use of such lock box (SELLER should consult SELLER's
86 homeowner's insurance policy to determine coverage);

87 (e) have access to Property for purposes of showing it to prospective buyers at any reasonable
88 hour;

89 (f) place information regarding this listing and the Property in the RMLS™;

90 (g) accept deposits on SELLER's behalf. BROKER's FIRM is authorized to cooperate with other
91 brokers and to share with such other brokers any commissions or compensation payable under this
92 Agreement; and

93 (h) communicate with SELLER by telephone, facsimile, e-mail, and/or other electronic means
94 even after the term of this Agreement.

95 SELLER hereby authorizes RMLS™ to use, relicense, repurpose, display and otherwise deal with photos
96 and data regarding the Property, without compensation to the SELLER. Such authority shall survive
97 expiration or termination of this Agreement. Tenant occupancy – if tenant(s) occupies property, and
98 authority from the tenant(s) is required for BROKER and BROKER's FIRM to do any of the items listed
99 in Section 9, SELLER shall obtain such authority from tenant(s).

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

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

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

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

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116 **14. DISPUTE RESOLUTION.** SELLER and BROKER, and BROKER's FIRM, if any, agree that all
117 claims, controversies or disputes, including those for rescission (collectively, "Claims"), relating directly
118 or indirectly to this Agreement, shall be resolved in accordance with the procedures set forth herein which
119 shall expressly survive closing. Provided, however, the following matters shall not constitute Claims:

- 120 (a) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract or
121 recorded construction lien;
122 (b) a forcible entry and detainer action;
123 (c) any dispute between REALTORS® which is subject to the Professional Standards Arbitration
124 provisions of the National Association of REALTORS®.

125 The filing of a notice of pending action ("*lis pendens*") or the application to any court for the issuance of
126 any provisional process or similar remedy described in the Washington or Federal Rules of Civil
127 Procedure shall not constitute a waiver of the right or duty to use the procedures specified below.

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

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

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

145 **16. REAL PROPERTY TRANSFER DISCLOSURE STATEMENT.** Unless SELLER is exempt
146 under RCW 64.06, SELLER shall provide to BROKER as soon as reasonably practicable a completed and
147 signed Real Property Transfer Disclosure Statement. SELLER will complete the Real Property Transfer
148 Disclosure Statement, and represents to BROKER that it will be accurate based upon SELLER's personal
149 knowledge and information, and that neither BROKER nor anyone in BROKER's FIRM has made any
150 statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of
151 SELLER's disclosures. SELLER shall defend, indemnify, and hold harmless BROKER and BROKER's
152 FIRM from any and all claims arising out of such Real Property Transfer Disclosure Statement, including
153 any claims that the information provided by SELLER may be false or misleading.

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

157 **18. SELLER’S REPRESENTATIONS AND WARRANTIES.** SELLER hereby agrees and warrants
158 to BROKER and BROKER’s FIRM:

159 (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey
160 marketable title to the Property to a buyer;

161 (b) the information on the attached Listing Data Input Form is correct and complete;

162 (c) as of the date(s) of the closing of the sale of the Property and transfer of possession, all aspects
163 of the Property will be in substantially their present condition and free of material defects, except
164 as disclosed in the sale agreement or Real Property Transfer Disclosure Statement; and

165 (d) SELLER acknowledges that it is a violation of RCW 9.73.030 to intercept or record
166 conversations of persons in the Property without first obtaining their consent.

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

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

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

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

180 **21. ADDITIONAL PROVISIONS.** _____

181 _____

182 _____

183 _____

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

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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 party in interest

Name _____

Capacity _____

On Behalf of _____

Sellers' Initials _____