

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

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

25 This listing is:

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

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

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

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

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

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

45 **5. BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 8 below in an amount
46 equal to _____% of the selling price or option exercise price of the Property or \$_____.
47 From the brokerage fee an amount equal to _____% of the selling price or option exercise price of the
48 Property or \$ _____ will be offered to Cooperating Firm (BAC). SELLER hereby irrevocably
49 instructs the escrow agent, if any, to pay BROKER's FIRM's fee at closing 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 assignees,
56 to release its interest in the Property for less than the amount owed, does not automatically relieve SELLER
57 of the obligation to pay any debt or costs remaining at closing, including fees such as the BROKER's FIRM's
58 commission.

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

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

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

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

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

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

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

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

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- 85 (e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour;
- 86 (f) place information regarding this listing and the Property in the RMLS™;
- 87 (g) accept deposits on SELLER's behalf. BROKER's FIRM is authorized to cooperate with other
- 88 brokers and to share with such other brokers any commissions or compensation payable under this
- 89 Agreement; and
- 90 (h) communicate with SELLER by telephone, facsimile, e-mail, and/or other electronic means even
- 91 after the term of this Agreement.

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

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

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

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

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

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

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

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

125 If SELLER was represented in this transaction by a licensee who was then a member of the National
126 Association of REALTORS®, all claims shall be submitted to mediation in accordance with the procedures

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127 of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS® or
128 other organization-adopted mediation program (collectively the “System”). Provided, however, if the System
129 is not then available through the licensees’ Association of REALTORS®, then SELLER, BROKER, and
130 BROKER’s FIRM shall not be required to engage in mediation.

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

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

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

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

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

- 156 (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey
157 marketable title to the Property to a buyer;
- 158 (b) the information on the attached Listing Data Input Form is correct and complete;
- 159 (c) as of the date(s) of the closing of the sale of the Property and transfer of possession, all aspects of
160 the Property will be in substantially their present condition and free of material defects, except as
161 disclosed in the sale agreement or Real Property Transfer Disclosure Statement; and
- 162 (d) SELLER acknowledges that it is a violation of RCW 9.73.030 to intercept or record conversations
163 of persons in the Property without first obtaining their consent.

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

170 _____/_____ SELLER warrants and represents to BROKER and
171 BROKER's FIRM that SELLER is **not** a foreign person under FIRPTA.

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

173 **20. NO DISTRESSED HOME CONVEYANCE.** BROKER, BROKER's FIRM and SELLER will not
174 enter into a "distressed home conveyance" within the meaning of RCW 61.34.020, *et seq.*, without executing
175 a separate written agreement and otherwise complying with Washington law with respect to such conveyance.

176 **21. ADDITIONAL PROVISIONS.** _____
177 _____
178 _____
179 _____

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

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 # _____

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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 party in interest

Name _____

Capacity _____

On Behalf of _____
