

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 and Public Marketing Addendum must be completed and submitted
 36 to RMLS™.

37 For purposes of this Section, marketing includes, but is not limited to, flyers displayed in windows, yard signs,
 38 digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital
 39 communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to
 40 the general public ~~placing any yard sign, social media or internet exposure, publication in RMLS™, broker tours,~~
 41 ~~showings and direct marketing to any other real estate professionals or consumers.~~ SELLER further allows
 42 BROKER’s FIRM a reasonable time after termination or expiration of this Agreement to close any transaction on
 43 which earnest money, has been paid, or a promissory note for earnest money has been tendered. No extension or

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44 renewal of this Agreement shall be effective unless it is in writing signed by SELLER and authorized signatory
45 of BROKER's FIRM.

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

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

49 **5. BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 8 below in an amount
50 equal to _____% of the selling price or option exercise price of the Property or \$_____.
51 From the brokerage fee an amount equal to _____% of the selling price or option exercise price of the
52 Property or \$ _____ will be offered to Cooperating Firm (BAC). SELLER hereby irrevocably
53 instructs the escrow agent, if any, to pay BROKER's FIRM's fee at closing out of such proceeds.

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

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

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

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

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

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

- 81 (a) place a "for sale" sign on the Property and to remove all other similar signs;
- 82 (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in
83 order to show the Property, all at SELLER's expense;

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84 (c) obtain and disclose any information pertaining to any present encumbrance on the Property; (d) if
 85 authorized pursuant to Section 10 below, obtain a key to the Property and place such key in a lock
 86 box on the exterior of the Property, with recognition that SELLER bears any risk of loss or damage
 87 associated with the use of such lock box (SELLER should consult SELLER’s homeowner’s insurance
 88 policy to determine coverage);
 89 (e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour;
 90 (f) place information regarding this listing and the Property in the RMLS™;
 91 (g) accept deposits on SELLER’s behalf. BROKER’s FIRM is authorized to cooperate with other
 92 brokers and to share with such other brokers any commissions or compensation payable under this
 93 Agreement; and
 94 (h) communicate with SELLER by telephone, facsimile, e-mail, and/or other electronic means even
 95 after the term of this Agreement.

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

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

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

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

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

117 **14. DISPUTE RESOLUTION.** SELLER and BROKER, and BROKER’s FIRM, if any, agree that all
 118 claims, controversies or disputes, including those for rescission (collectively, “Claims”), relating directly or
 119 indirectly to this Agreement, shall be resolved in accordance with the procedures set forth herein which shall
 120 expressly survive closing. Provided, however, the following matters shall not constitute Claims:
 121 (a) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract or
 122 recorded construction lien;
 123 (b) a forcible entry and detainer action;
 124 (c) any dispute between REALTORS® which is subject to the Professional Standards Arbitration
 125 provisions of the National Association of REALTORS®.

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

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

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

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

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

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

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

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

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

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

176 _____/_____SELLER **is** a foreign person under FIRPTA.

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

180 **21. ADDITIONAL PROVISIONS.** _____
181 _____
182 _____
183 _____

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

Sellers' Initials _____