

PROPERTY ADDRESS: \_\_\_\_\_ CITY, STATE \_\_\_\_\_

**1. Exclusive Right to Sell.** In consideration for the services to be rendered by the BROKER designated below, the undersigned SELLER hereby grants to BROKER's FIRM designated below the exclusive right to sell the property located at the address set forth above and more particularly described on the RMLS™ Listing Data Input Form hereto attached (the "Property").

**2. Term.** This Agreement is effective when signed, and shall terminate at 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_. Date marketing to begin, ~~including input into RMLS™,~~ is \_\_\_\_\_, \_\_\_\_\_, which will be the List Date published in RMLS™. Marketing includes, but is not limited to, placing any yard sign, social media or internet exposure, publication in RMLS™, broker tours and direct marketing to any other real estate professionals or consumers. SELLER further allows BROKER's FIRM a reasonable time after termination of this Agreement to close any transaction on which earnest money is then deposited. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and authorized signatory of BROKER's FIRM.

**3. Right to Compensation.** In consideration for the services herein described, SELLER shall pay BROKER's FIRM the brokerage fee set forth in Section 16 below if BROKER's FIRM or any cooperating broker, including, but not limited to, a buyer's broker: (a) finds a buyer ready and willing to purchase the Property for the price and terms set forth in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER may accept; (b) places SELLER in contact with a person to whom SELLER sells the Property during the term of this Agreement or within \_\_\_\_\_ (\_\_\_\_\_) days after termination of this Agreement; or (c) is the procuring cause of an agreement to sell the Property. In any event, SELLER shall pay the compensation set forth in Section 16 below to BROKER's FIRM if SELLER cancels the authority hereby given or if SELLER sells or agrees to sell the Property during the term of this Agreement or any extension or renewal hereof. Section 3(b) and (c) above shall not apply if, following the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate broker and if the application of such section(s) would result in SELLER's liability for more than one brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the event of an exchange, trade or lease option, BROKER's FIRM is permitted to represent and receive compensation from both parties.

**4. Services; Authority.** BROKER will market the Property, and in connection therewith, SELLER hereby authorizes BROKER and BROKER's FIRM to do the following: (a) place a "for sale" sign on the Property and to remove all other similar signs; (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in order to show the Property, all at SELLER's expense; (c) obtain and disclose any information pertaining to any present encumbrance on the Property; (d) if authorized pursuant to Section 12 below, obtain a key to the Property and place such key in a lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss or damage associated with the use of such lock box (SELLER should consult SELLER's homeowner's insurance policy to determine coverage); (e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour; (f) place information regarding this listing and the Property in the RMLS™ multiple listing service; (g) accept deposits on SELLER's behalf. BROKER's FIRM is authorized to cooperate with other brokers and to divide with such other brokers any commissions or compensation payable under the Agreement; and (h) communicate with SELLER by telephone, facsimile and/or e-mail even after the term of this Listing. SELLER hereby authorizes RMLS™ to use, relicense, repurpose, display and otherwise deal with photos and data regarding the Property, without compensation to the SELLER. Such authority shall survive expiration or termination of this Agreement.

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

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

\_\_\_\_\_  
Sellers' Initials

**RMLS™ WASHINGTON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT (cont.)**

**PROPERTY ADDRESS:** \_\_\_\_\_ **CITY, STATE** \_\_\_\_\_

BROKER's FIRM may have negotiated with the buyer.

**6. SELLER'S Representations and Warranties.** SELLER hereby agrees and warrants to BROKER and BROKER's FIRM: (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey the Property to a buyer; (b) that SELLER has completed the Disclosure Statement referred to in Section 11, if any, accurately based upon SELLER's personal knowledge and information; and neither BROKER nor anyone in BROKER's FIRM has made any statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of SELLER's disclosures; (c) the information on the attached Listing Data Input Form is correct and complete; (d) as of the date(s) of the sale of the Property and transfer of possession, all aspects of the Property will be in substantially their present condition and free of material defects, except as disclosed in writing to BROKER's FIRM; and (e) before closing of any transaction, SELLER will install an approved smoke detector and approved carbon monoxide detector(s) in the building(s) located on the Property, as required by law.

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

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

**9. Compliance with Law.** SELLER shall comply with all laws relating to the Property and the sale thereof, including, without limitation, the obligation to offer the Property for sale to any person without regard to age, race, color, religion, sex, handicap, marital status, familial status or national origin.

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

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

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

**11. Disclosure Statement.** Unless SELLER is exempt under RCW 64.06, SELLER shall provide to BROKER as soon as reasonably practicable a completed and signed Real Property Transfer Disclosure Statement. SELLER shall defend, indemnify, and hold harmless BROKER and BROKER's FIRM from any and all claims arising out of such Real Property Transfer Disclosure Statement, including any claims that the information provided by SELLER may be false or misleading.

**12. Lock Box.** SELLER  does  does not (check one) authorize BROKER's FIRM to place a lock box on the Property.

Sellers' Initials

RMLS™ WASHINGTON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT (cont.)

PROPERTY ADDRESS: \_\_\_\_\_ CITY, STATE \_\_\_\_\_

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

14. **Modification.** No provision of this Agreement, including, without limitation, the amount of the brokerage fee set forth in Section 16, may be modified except in writing signed by SELLER and by authorized signatory of BROKER's FIRM.

15. **No Distressed Home Conveyance.** BROKER, BROKER's FIRM and SELLER will not enter into a "distressed home conveyance" within the meaning of RCW 61.34.020, *et seq.*, without executing a separate written agreement and otherwise complying with Washington law with respect to such conveyance.

16. **Brokerage Fee.** SELLER shall pay a brokerage fee as set forth in Section 3 above in an amount equal to \_\_\_\_\_% of the selling price or option exercise price of the Property or \$ \_\_\_\_\_. SELLER hereby irrevocably instructs the escrow agent, if any, to pay BROKER's FIRM's fee at closing out of such proceeds. List Price \$ \_\_\_\_\_. In the event of forfeiture of earnest money for any transaction relating to this listing service agreement, the earnest money shall be disbursed as follows: SELLER \_\_\_\_\_% BROKER's FIRM \_\_\_\_\_% OR \_\_\_\_\_ (check if applicable) to BROKER's FIRM to the extent of the brokerage fee, with balance to SELLER.

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

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

\_\_\_\_\_/ \_\_\_\_\_ SELLER **is** a foreign person under FIRPTA.

18. **Additional Provisions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

BROKER \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

BROKER's FIRM \_\_\_\_\_

BROKER's FIRM's Assumed Name \_\_\_\_\_

(If applicable)

ADDRESS \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date of SELLER'S signature \_\_\_\_\_

SELLER \_\_\_\_\_

SELLER \_\_\_\_\_

(If legal representative or attorney-in-fact state capacity and name of real party in interest)

ADDRESS \_\_\_\_\_

Phone (w) \_\_\_\_\_ (h) \_\_\_\_\_

Email \_\_\_\_\_