

**INSTRUCTIONS FOR STATEWIDE
EXCLUSIVE SALE/AGENCY LISTING AGREEMENT**

GENERAL COMMENTS:

- A. **Covers All Non-Commercial Property.** NWMLS, along with numerous other MLSs and the Washington Association of Realtors, adopted Listing Agreements in 1995 intended for use on a statewide basis, which are known within NWMLS as NWMLS Form 1A (Exclusive Sale and Listing Agreement) and Form 1B (Exclusive Agency Sale and Listing Agreement). These Listing Agreements are designed for use with all types of non-commercial property, including residential, manufactured homes, condominiums, farms and ranch, vacant land and multi-family properties.

When you use the statewide Listing Agreements, if you need to distinguish between different types of properties, or need to provide information relevant to a particular type of property, you do so on the data input sheets attached to the listings. NWMLS uses different data input sheets for different types of properties.

Continue Using Commercial Listing Forms: The statewide Listing Agreement does not replace NWMLS's commercial listing forms: NWMLS Forms 14A and 14B (Commercial/Industrial Exclusive Sale/Agency Listing Agreements) and NWMLS Forms 16A and 16B (Business Opportunity Exclusive Sale/Agency Listing Agreements). You should continue using those forms as appropriate, especially if you wish to claim a lien under the Commercial Real Estate Broker Lien Act.

- B. **Covers Both 1A and 1B.** These instructions cover both Exclusive Right to Sell Listings and Exclusive Agency Listings. The difference between an "Exclusive Right to Sell Listing" and an "Exclusive Agency Listing" is whether or not the owner can sell direct without payment of a commission. If it is an "Exclusive Right to Sell" listing, the owner has to pay you a commission even if the property is sold direct (not through you). However, if it is an "Exclusive Agency" listing, the owner can sell the property directly without paying you a commission - unless the owner sells the property to a buyer who learned of the property through you or another member of the MLS.
- C. **Statewide Form / Referrals Between MLSs.** As mentioned above, this Listing Agreement is intended for use on a statewide basis. The form provides for referrals of listings between MLSs (see Paragraph 7, "Multiple Listing"), making it easier to market property on a regional basis. If a member of an MLS to which the listing is referred cooperates in achieving the sale of the property, then the cooperating MLS member will be entitled to the selling office's share of the commission.
- D. **Agency / Dual Agency.** Paragraph 2 of this Agreement establishes the agency relationship between the listing broker/licensee and the seller. This is the agency relationship by which the listing broker and an individual salesperson or salespersons agree to act as the seller's Listing Agent. All of the other salespeople in that broker's office are free to act as buyer's agents and can bring offers to the seller on behalf of buyers. The Listing Agreement advises the seller that in such situations, the broker will be acting as a dual agent, and also provides that the seller consents to such a relationship. This relationship between brokers, agents and consumers is consistent with the Agency Reform Act.

This Agreement also recognizes there may be times when the Listing Agent represents a potential buyer as a buyer's agent. In those situations, both the Listing Agent and the Broker

**INSTRUCTIONS FOR STATEWIDE
EXCLUSIVE SALE/AGENCY LISTING AGREEMENT**

will be acting as dual agents, and the Agreement again provides for the seller's consent to such a relationship, all as required by the Agency Reform Act.

Remember, although these agency relationships are defined by the Agency Reform Act, you must be careful to implement these agency relationships in an appropriate manner. For example, you must provide the seller with a copy of the pamphlet entitled "The Law of Real Estate Agency." The Agreement contains the seller's acknowledgment of receipt of the pamphlet. If you have any questions about your agency or obligations, you should consult with your broker or attorney.

Also remember, although this Listing Agreement provides an excellent summary of these agency relationships and provides for the seller to consent to them, you must be sure the seller gives his or her consent to dual agency, which is also contained in the Agreement.

- E. **When You Represent Buyers, Be Sure To Use a Buyer's "Agency" or "No Agency" Agreement.** Be sure, in addition to using this Listing Agreement, your office also uses Buyer's Agency or No Agency Agreements that contain required consents, acknowledgments and disclosures (e.g., NWMLS Form 41A or 41B with Rev. Date 12/96 or later).

In addition to NWMLS Form 41A and 41B, there are a host of other buyer representation forms available. If you see another form in the market place you prefer, do not hesitate to contact the author and ask permission to use the form or modify it to fit your purposes. Most authors of forms are flattered by the request and are pleased to have their forms used by others. NWMLS suggests if you modify a form, you have an attorney review and approve it before using it.

- F. **Form Changes. Do not alter or rewrite this form.** The only alterations allowed without NWMLS' permission (see Rule No. 7) are: (a) you can cross out the keybox clause if the seller requests there be no keybox and (b) you can revise the "assigned agency" provisions of the Listing Agreement to reflect your office's policies. Rule 7 also allows banks and trust companies to delete the representations of property information and boundaries (paragraph (a)(ii). Any other seller who wants to delete those representations (for example, the personal representative of an estate) should obtain permission from NWMLS.

Do Not Modify NWMLS Forms Without Legal Review. You must be extremely careful about modifying the "agency" provisions of the Listing Agreement. NWMLS assumes no responsibility for any changes made to the form, and NWMLS will not review any such changes for legal sufficiency or for any other purpose.

To "opt out" of assigned agency, fill in the blank in paragraph 2 with the words "all of Broker's sales associates." Then, cross out everything beginning with the words "It is understood and agreed..." (lines 10-11) and ending with the words "nor shall it be considered a conflict of interest on the part of Broker." (line 20). Have the parties initial and date the cross-out. By doing this, you will eliminate assigned agency from the Agreement and instead will be using traditional "in-house subagency" which creates an agency relationship between the seller and every licensee in the broker's office. Therefore, if any licensee in the office wants to bring a buyer to that listing as a buyer's agent, then full disclosure and written consent to dual agency must be obtained from all parties to the transaction before proceeding.

**INSTRUCTIONS FOR STATEWIDE
EXCLUSIVE SALE/AGENCY LISTING AGREEMENT**

- G. **One Commission.** Paragraph 3 of the Listing Agreement provides that if a seller, within six months after the expiration of the listing, sells the property to a buyer who learned of the property through the efforts of the listing broker, then the listing broker will be entitled to the commission. In the past, some Listing Agreements (such as Northwest Multiple Listing Service's), provided that if a commission is paid to another member of the MLS in conjunction with such a sale, then no additional commission would be payable to the first listing broker. This "one-commission" rule protected sellers from having to pay more than one commission on the same property and was based on the reasoning that the brokers should resolve their "procuring cause" disputes among themselves, without involving the seller and without holding up the closing.

Unfortunately, it became apparent some sellers and buyers were using the one-commission rule to deprive brokers unfairly of commission they had earned. For example, a seller might identify a potential buyer through the efforts of the listing broker just prior to the expiration of the listing. The seller would allow the listing to expire and then hire a second broker to handle the transaction for a minimum fee of, for example, \$500. When the first broker sought to recover its commission, the seller could rely on the one-commission rule for protection against the first broker's claim. To avoid this injustice, the form provides that in the event a buyer is identified through the efforts of the listing broker, and the property is sold to that buyer within six months of the listing's expiration, then the first listing broker will be entitled to its commission *less* any commission paid to another member of the MLS. This provision does not require the seller to pay anything more than the amount originally agreed upon, and still protects the seller from having to pay two commissions on the same sale. However, it provides a clear disincentive for sellers and buyers to deprive listing brokers of the commissions they have earned. Further, sellers remain absolutely free to re-list their property with another broker at the expiration of the listing at whatever commission rate is agreed to by the seller and the second broker. If the second broker then identifies a buyer who did not learn about the property through the efforts of the first broker, then the second broker will be entitled to the full amount of the commission. Thus, competition between brokers can continue to flourish.

- H. **Cooperation and Compensation.** This Listing Agreement provides for "cooperation and compensation," which has been in effect in many MLSs, including NWMLS, for several years. Instead of the antiquated system of sub-agency, pursuant to which a selling office is presumed to represent the seller as an agent, the selling office is required to "cooperate" with the listing agent in working toward the sale of the property. The selling office is presumed to represent buyer as set forth in the Agency Reform Act.

Finally, regardless of whether the selling office represents the buyer, the seller, neither or both, the cooperating member of an MLS is entitled to the selling office's share of the commission.

- I. **If Seller Refuses to Pay Commission to Buyer's Agent.** This Listing Agreement automatically provides that sellers must offer compensation to any cooperating MLS member, even if the cooperating member represents the buyer. However, if the seller refuses to pay compensation to a buyer's agent, NWMLS Rule 101(a) requires that fact to be clearly disclosed in the "Remarks" section of the listing. Failure to disclose a seller's intent to

**INSTRUCTIONS FOR STATEWIDE
EXCLUSIVE SALE/AGENCY LISTING AGREEMENT**

withhold commissions from buyer's agents can have severe consequences for the listing agent, including possibly being required to pay the entire commission to the cooperating member. NOTE: Other cooperating MLSs may not have the equivalent rule.

J. **Multi-Page Form.** These are multi-page forms. Page 1 is the boilerplate, contractual provisions and the additional pages are the data input (property information) sheets. NOTE: the property information on the additional pages may be disclosed to buyers or to MLS members who may represent buyers. (See paragraph 7 of the Listing Agreement.)

K. **Distribution.** You never send page 1 to NWMLS: not even a copy. Give the seller a copy and keep the original and remaining copies in your office.

If you input the listing through NWMLS's Listing Input Program ("LIP"), do not send any pages to NWMLS. Use the additional pages to input your listing into the computer direct from your office.

If you do not input the listing through the LIP program, send copies of the additional pages to NWMLS for input into the computer. Be sure all copies are clear and legible. Do not send the first page to NWMLS.

L. **Required Turn-In.** See NWMLS Rule 2 requiring turn-in or LIP input to NWMLS of all residential listings including condominiums, multi-family properties, houseboats, co-op apartments, farms and ranches, manufactured homes and certain unimproved properties.

M. **Turn-in Time.** Listings must be turned in to NWMLS or input into the computer under the LIP program by 5:00 p.m. of the following calendar day (holidays excepted) after you receive the signed listing (NWMLS Rule 2).

N. **Review Listing as Published.** You must review the listing as published in the NWMLS computer and immediately notify NWMLS of any errors (NWMLS Rule 10f). NWMLS is not liable for any errors in published listings, whether input by the member under the LIP program or input by NWMLS's staff.

ASSISTANCE FILLING IN THE BLANKS: The following numbers refer to the numbers on the sample form attached to these instructions.

Page 1 (of 3 pages)

1. **Listing Broker.** Insert the name of listing company as licensed, e.g., "XYZ Realty, Inc."
2. **Expiration Date.** Insert the date the listing expires.
3. **Property Address.** Insert the common street address of the property, e.g., "5204 - 51st S.W."
4. **City.** If inside city limits, insert the city. Do not rely on the mailing address. If not actually inside corporate city limits, put "none."
5. **County.** Insert the county in which the listed property is located.
6. **Zip Code.** Insert the zip code for the listed property.
7. **Platted Legal.** Use this if the legal description of the listing property is lot, block, etc. Fill in every blank, unless there is actually no "Block" or "Division."

**INSTRUCTIONS FOR STATEWIDE
EXCLUSIVE SALE/AGENCY LISTING AGREEMENT**

8. **Other Legal.** If the legal description is not by lot, block, etc., then either:
- a) Insert the legal description on this line; or
 - b) Attach an addendum with the legal description and write on this line “See Attached Description.”

Legal Description for Condominiums. NOTE: condominiums have specific requirements for their legal descriptions. The legal descriptions must include the name of the condominium, the unit number, the recording number of the condominium’s declaration and the county in which the condominium is located. Include that information on the data input sheet (NWMLS Form 10).

9. **Listing Agent.** Fill in the name of the individual salesperson(s) who will be acting as the seller’s designated Listing Agent.
10. **Commission Amount.** Insert the commission as a percent of the sale price in “___%” or a dollar amount in “\$___”, as negotiated with the seller.

NOTE: There is no such thing as a “standard” commission rate - do not ever tell a seller there is. All commissions are negotiable between you and the seller.

11. **Seller Disclosure Statement.** NWMLS requires a completed Seller Disclosure Statement (NWMLS Form No. 17) on all residential listings. This includes (1) sales of manufactured homes in cases where the transaction involves the sale as opposed to the lease of the property on which the mobile home is situated, and (2) sales of multi-family dwellings of up to four units. If the seller (1) is not exempt under the statute, (2) refuses or neglects to provide a completed property information form to the buyer, or (3) does not obtain a waiver of the buyer’s right to receive a completed form, then the buyer will have a right to rescind the transaction at any time up until closing. There are many issues to be aware of regarding the proper use of Form 17. If you have any questions about the residential property disclosure form, consult your broker or seek legal advice.
12. **Date.** Insert the date the listing is signed by the seller.
13. **Sole Owners.** Check appropriate box. NWMLS will not accept the listing if “No” is checked. A listing may be void if not signed by all of the owners.
14. **Listing Broker (Office).** Insert name of listing company as licensed, e.g., “XYZ Realty, Inc.”
15. **Listing Salesperson’s Signature.** Insert the signature of the individual listing salesperson, who is signing on behalf of the company.
16. **Owner’s Signature.** If the owner is a corporation, partnership, estate or trust - put its name on first line and have the officer, trustee, personal representative or partner sign on the second line. For example:

**INSTRUCTIONS FOR STATEWIDE
EXCLUSIVE SALE/AGENCY LISTING AGREEMENT**

25. **Internet Advertising.** Unless the seller specifies the listing should not be posted on the Internet, the listing may be published on the Internet.
26. **Photo Instructions.** Insert your instructions to the photographer. Unless something different is filled in here, all pictures are taken of the front of the house from the street side. However, reasonable alternative instructions will be followed.
27. **Selling Office Commission Share.** Insert the share of the total commission you will give the selling office, expressed as a percent or as a dollar amount. **DO NOT PUT IN THE TOTAL COMMISSION**, and do not disclose the total commission to any other office until a sale is made and NWMLS Form No. 40 (Commission Disbursement Form) is filled in for the closing agent. For example, you may enter “3” (meaning 3% of the sale price) or "\$3,000.”
28. **ASF - Total.** Add together the finished and unfinished space to get the “ASF - Total.” Do not include garages even if they are attached to the house. Do not include unattached structures such as storage sheds or cottages. Do not include breezeways, covered patios or storage sheds when measuring the square footage—even if they are covered by a roof and have one or more (but less than four) walls.
29. **Occupant Type-Owner/Tenant/Vacant/Presale.** You must complete this item by indicating the present state of occupancy. Insert “O” if the owner is presently occupying the house. Insert “T” if a tenant is occupying the house. Insert “V” if the house is substantially completed but unoccupied. Insert “P” if the house is not substantially completed.
30. **Owner’s Name.** Insert the last name of the owner, followed by the first name. If there is more than one owner, insert the name of one of the owners.
31. **Owner’s Phone.** You are required (as with all items preceded by a bullet (•)) to fill this in. Be sure it is the owner’s phone. Do not put in your own office or home phone.
32. **Occupant’s Name.** Insert the last name of the occupant, followed by the first name.
33. **Phone to Show.** Insert the phone number of the person who should be contacted in order to show the house. If the house is occupied, it should be the name of the occupant. If it is unoccupied, it will generally be the owner’s name or a contact.
34. **Marketing Remarks.** These comments may be published on the Internet. Make sure all comments are accurate and comply with state, federal and local fair housing laws.
35. **Confidential Agents-Only Remarks.** Keep in mind, even though only agents see these remarks, they may be disclosed to potential purchasers. In addition, NWMLS requires that any comments comply with state, federal and local fair housing laws.
36. **Legal Description.** Use the abbreviated legal description. Title reports generally provide an abbreviated legal description.
37. **Possession.** Check the box that describes when the Seller is willing to allow the Buyer to take possession of the property. If the seller selects “negotiable,” the closing date must be determined before the parties enter into a purchase and sale agreement. Do not put “negotiable” in the purchase and sale agreement. If none of the other boxes describe when the seller is willing to transfer possession, select “see remarks” and briefly describes when the seller is willing to transfer possession (e.g., “closing + 1 day, but not earlier than July

**INSTRUCTIONS FOR STATEWIDE
EXCLUSIVE SALE/AGENCY LISTING AGREEMENT**

15”). You should generally not put a specific date in the remarks section because it is difficult to predict when the sale will close and, as a result, the possession date could end up being prior to closing.

38. **Tax Year.** Insert the current tax year.
39. **Potential Terms.** You may check one or more of the boxes that apply to indicate which terms the seller is willing to accept. If “Assumable” is checked, make sure the current financing allows the seller to assign his or her rights.
- If “Variable Price Listing” is checked, this means the seller is encouraging offers within a price range. If “Variable Price Listing” is checked, you should also check “see remarks” and indicate the price range in the remarks section. The high end of the range should be inserted in the List Price field.
40. **Features.** You may check one or more of the boxes in each category up to the number indicated in parentheses “().”
41. **Style.** Insert the appropriate number from the “Style Code,” either on the reverse side of the form or in the drop-down menu.
42. **Foundation.** Be careful how the foundation is described. Keep in mind, buildings may have a combination of different foundations.
43. **Building Condition.** Be careful about how the building is described. Make sure the description is accurate.
44. **Finished.** Insert the approximate square footage, excluding garage, that is finished. Do not include attics and basement unless they are finished living space. For instance, if there is a furnace in the middle of the room or it is suitable only for storage, do not treat the room as finished living space. Let your common sense guide you. See NWMLS Bulletin No. 15 on square footage.
45. **Unfinished.** Insert the approximate square footage, excluding garage, that is unfinished, but potentially livable in this field. If the attic or basement has a ceiling which is too low for anyone but kids to walk around without bending over, do not include it in the unfinished or any other category. The test is whether it is potentially livable space. Such phrases as “nice large storage attic” in the remarks section are common and should not result in any problem. Again, let your common sense guide your conclusions.
46. **Approved Accessory Dwelling Unit.** The accessory dwelling unit should only be checked if the separate dwelling unit is an approved and permitted use.
47. **Initials and Date.** This should always be initialed and dated by the seller and listing agent.

We stress the legal importance of having this page filled in before the seller initials it. Do not take it back to the office and fill it in later. You are exposing yourself to potential legal problems. Sit down with the seller and fill it in. Then, have the seller review it carefully and initial it.

**INSTRUCTIONS FOR STATEWIDE
EXCLUSIVE SALE/AGENCY LISTING AGREEMENT**

SPECIAL CONSIDERATIONS FOR SPECIFIC TYPES OF PROPERTIES

1. **Manufactured Homes (Form No. 3)**

- a. **Special Sale Requirements.** Note: Form 3 is only for use with the sale of manufactured homes in conjunction with a lease or rental agreement of land. If the lot is being sold, use Form 1 for Residential Exclusive Listing Agreement. Real estate licensees cannot sell or lease a mobile home unless it is sold in conjunction with the sale, lease or rental of the land on which the mobile home is located. See the NWMLS Legal Bulletin No. 16 on the subject.

2. **Vacant Land (Form No. 5)**

- a. **Special Problems.** Vacant land presents special problems such as dimensions, acres, septic/soils issues, availability of utilities, and platting or the lack of it. These demand extreme care and accuracy in listing so legal problems can be avoided.
- b. **Short Plats.** The law generally prohibits you and the seller from offering a portion of a property unless it has been short (or long) platted and the plat recorded. There is a special exception which permits parties to make an offer on a parcel of vacant land after the preliminary plat is approved but prior to final approval and recording. However, special wording is required in the Purchase and Sale Agreement and the earnest money cannot be given to the seller until recording. See NWMLS's Legal Bulletin No. 12 on the subject.
- c. **Seller's Property Condition Report - Vacant Land.** Although the state's property disclosure statute does not apply to vacant land, you may use Form 17C (Seller's Property Condition Report—Vacant Land) in connection with listings of vacant land.

3. **Farm & Ranch (Form No. 8)**

- a. **Separate Form.** Form No. 1 is no longer used for listings for farms or ranch properties. Use Form No. 8 instead.
- b. **When to Use.** Property is a "farm" or "ranch" if it contains a barn or silo, contains or boards livestock or contains or produces (for resale) crops, trees, orchards, grains or berries.

4. **Condominiums (Form No. 10)**

- a. **Declarations and Bylaws.** Condominiums are created by a recorded "Declaration" which is the equivalent of a plat. The Declaration contains many other legal matters affecting the sale and occupancy of each unit. In addition to the Declaration, the typical condominium is also subject to Bylaws, and Rules and Regulations.

It is advisable for the listing agent to get copies of these three documents from the seller when the listing is taken. The buyer should obtain copies of these documents too, preferably before making an offer, but certainly before closing. NWMLS's Purchase and Sale Agreements contain a clause that the offer is subject to the buyer's review and approval of these and other relevant documents within "_____" days after acceptance of the offer.

- b. **Right of First Refusal.** It is common for condominium declarations to include a provision that the unit cannot be sold without first offering it for purchase by the Condominium Association. The terms and conditions of these options or rights of first refusal vary in their wording. You should always review the declaration before preparing an offer. If there is such

**INSTRUCTIONS FOR STATEWIDE
EXCLUSIVE SALE/AGENCY LISTING AGREEMENT**

a clause in the declaration, then the Purchase and Sale Agreement should be conditioned on this. The sale cannot be closed until the terms of this declaration clause have been met. You or the seller should, in writing, submit the matter to the board of Directors of the Condominium Association. The Condominium Association will almost always decide not to buy. If so, a letter to this effect from the Condominium Association should be given to the closing agent.

- c. **Legal Description.** Remember to include on the data input sheet all information required for the legal description, including the name of the condominium, the unit number, the recording number of the declaration and the county in which the condo is located.
- 5. **Multi-Family (Form No. 15)**
 - a. **Listing Turn-In.** If you take a multi-family listing on an NWMLS form no matter how many units it contains, then you must turn it in to NWMLS.
 - b. **Duplex, Triplex, Fourplex.** If the listing is a duplex, triplex, or fourplex, you must turn the listing into NWMLS pursuant to Rule 2.
 - c. **Five or more units.** If the listing has five or more units, you are not required to turn the listing into NWMLS unless you take the listing on a NWMLS listing agreement.
 - d. **City of Seattle.** For properties located in the City of Seattle, the seller is required to obtain a Certificate of Land Use within 10 days of the date of the listing for properties that have more than one dwelling unit.

EXCLUSIVE SALE AND LISTING AGREEMENT

The undersigned Seller ("Seller") hereby grants to _____, ("Broker") 1
from date hereof until midnight of _____, the sole and exclusive right to submit offers to purchase, and to receipt 2
for deposits in connection therewith, the real property ("the Property") commonly known as _____ 3
in the City of _____, County of _____, State of Washington, Zip _____; and legally 4
described as: LOT _____, BLOCK _____, DIVISION _____, 5
_____ VOL _____, PAGE _____ 6
_____ 7

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase. 8
9
2. **AGENCY/DUAL AGENCY.** Seller authorizes Broker to appoint _____ to act as Seller's Listing Agent(s). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and Broker only, not with any other sales persons of Broker; provided, Seller 10
authorizes Broker to appoint other salespersons affiliated with Broker as subagents to act on Seller's behalf as and when needed, at Broker's discretion. Any 11
broker or salesperson, other than Broker or Listing Agent, who procures a prospective buyer for the Property will not be representing Seller and may represent the 12
Buyer. Accordingly, for the purposes of this Agreement, the term "Broker" means Listing Agent(s) including any subagents and Listing Agent's Broker, Designated 13
Broker or Branch Manager, unless expressly stated otherwise. 14
Seller agrees that if the Property is sold to a buyer represented by one of Broker's salespersons other than Listing Agent(s), then Seller consents to Broker acting 15
as a dual agent. Seller further agrees that if the Property is sold to a buyer who Listing Agent also represents, then Seller consents to Listing Agent(s) and Broker 16
acting as dual agents. Seller agrees that different sales persons affiliated with Broker may represent different sellers in competing transactions involving the 17
same buyer and that this shall not be considered action by Broker that is adverse or detrimental to the interests of either seller, nor shall it be considered a 18
conflict of interest on the part of Broker. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 19
If Broker acts as a dual agent, then Broker shall be entitled to the entire commission payable under this Agreement plus any additional compensation Broker 20
may have negotiated with the Buyer. 21
22
3. **COMMISSION.** If (a) Broker procures a Buyer on the terms in this Agreement, or on other terms acceptable to Seller; or (b) Seller directly or indirectly or through 23
any person or entity other than Broker, during the term hereof, sells the Property; then Seller will pay Broker a commission of (fill in one and strike the other) 24
_____ % of the sales price, or _____. Further, if Seller shall, within six months after the expira- 25
tion of this Agreement, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of Broker, or on information 26
secured directly or indirectly from or through Broker, during the term of this Agreement, then Seller will pay Broker the above commission. Provided, that if a 27
commission is paid to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Broker shall be limited to the 28
amount of commission which would have been payable pursuant to this Agreement less any commission so paid to another member of MLS. Provided further, 29
that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Broker as a result of cancellation, regardless of whether 30
Seller pays a commission to another MLS member. 31
4. **KEYBOX.** Broker is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by all members of MLS and their sales- 32
people. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Broker's 33
prior approval which will not be given without Broker first making reasonable efforts to obtain Seller's approval. 34
5. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that he/she has the right to sell the Property on the terms herein and that the Property 35
information on the additional pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or 36
boundary indicators that either encroach on adjacent property or on this Property. Seller understands that Broker and other members of MLS will make 37
representations to prospective buyers based on the Property information on the additional pages to this Agreement. Seller agrees to indemnify and hold Broker 38
and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 39
6. **CLOSING COSTS.** Seller agrees to furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller agrees to pay real estate 40
excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of FHA or VA financed sale. 41
Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and Buyer as of the date of closing. 42
7. **MULTIPLE LISTING.** Broker shall cause this listing to be published by MLS. Broker may refer this listing to any other cooperating multiple listing service at Bro- 43
ker's discretion. Broker shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of 44
the Property. Regardless of whether a cooperating MLS member is the agent of the Buyer, the Seller, neither or both, the member shall be entitled to receive the 45
selling office's share of the commission. SELLER UNDERSTANDS AND AGREES THAT THE PROPERTY INFORMATION ON THE ADDITIONAL PAGES OF 46
THIS AGREEMENT WILL BE GIVEN TO PROSPECTIVE BUYERS AND TO OTHER COOPERATING MEMBERS OF MLS WHO DO NOT REPRESENT THE SELLER 47
AND, IN SOME INSTANCES, MAY REPRESENT THE BUYER. IT IS UNDERSTOOD THAT MLS IS NOT A PARTY TO THIS AGREEMENT AND ITS SOLE 48
FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION ON THE ADDITIONAL PAGES OF THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION 49
AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT. 50
8. **DISCLAIMER/SELLER'S INSURANCE.** Neither Broker, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be res- 51
ponsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to 52
keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has 53
adequate insurance coverage. If the Property is to be vacant during all or part of the term of this listing, Seller should request that a "vacancy clause" be 54
added to Seller's insurance policy. 55
9. **BROKER'S RIGHT TO MARKET THE PROPERTY** Seller shall not commit any act which materially impairs Broker's ability to market and sell the Property under the 56
terms of this Agreement. In the event of breach of the foregoing, Seller agrees to pay Broker a commission in the above amount, or at the above rate applied to 57
the listing price herein, whichever is applicable. Broker shall be entitled to show the Property at all reasonable times. Broker need not submit to Seller any offers 58
to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property. 59
10. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Broker as soon as reasonably practicable a completed 60
and signed "Seller Disclosure Statement" (W.A.R. Form D-5 or NWMLS Form 17). Seller agrees to indemnify, defend and hold Broker harmless from and 61
against any and all claims that the information Seller provides on W.A.R. Form D-5 or NWMLS Form 17 is inaccurate. 62
11. **DAMAGES IN THE EVENT OF BUYER'S BREACH** In the event Seller retains earnest money as liquidated damages on Buyer's breach, any costs advanced or com- 63
mitted by Broker on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Broker. 64
12. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reason- 65
able attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and 66
expenses shall be fixed by the court. The venue of any suit shall be the county in which the property is located. 67

DATED THIS _____ DAY OF _____, _____ Are the undersigned the sole owner(s)? YES NO 68
BROKER (COMPANY) _____ SELLER _____ 69
BY _____ SELLER _____ 70

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

The undersigned Seller ("Seller") hereby grants to _____, ("Broker")
from date hereof until midnight of _____, the sole and exclusive right to submit offers to purchase, and to receipt
for deposits in connection therewith, the real property ("the Property") commonly known as _____
in the City of _____, County of _____, State of Washington, Zip _____; and legally
described as: LOT _____, BLOCK _____, DIVISION _____,
VOL _____, PAGE _____

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase.

2. **AGENCY/DUAL AGENCY.** Seller authorizes Broker to appoint _____ to act as Seller's Listing Agent(s). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and Broker only, not with any other sales persons of Broker; provided, Seller authorizes Broker to appoint other salespersons affiliated with Broker as subagents to act on Seller's behalf as and when needed, at Broker's discretion. Any broker or salesperson, other than Broker or Listing Agent, who procures a prospective buyer for the Property will not be representing Seller and may represent the Buyer. Accordingly, for the purposes of this Agreement, the term "Broker" means Listing Agent(s) including any subagents and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise.
Seller agrees that if the Property is sold to a buyer represented by one of Broker's salespersons other than Listing Agent(s), then Seller consents to Broker acting as a dual agent. Seller further agrees that if the Property is sold to a buyer who Listing Agent also represents, then Seller consents to Listing Agent(s) and Broker acting as dual agents. Seller agrees that different sales persons affiliated with Broker may represent different sellers in competing transactions involving the same buyer and that this shall not be considered action by Broker 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. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."
If Broker acts as a dual agent, then Broker shall be entitled to the entire commission payable under this Agreement plus any additional compensation Broker may have negotiated with the Buyer.

3. **COMMISSION.** If (a) Broker procures a Buyer on the terms in this Agreement, or on other terms acceptable to Seller; or (b) Seller through any other real estate licensee, during the term hereof, sells the Property; then Seller will pay Broker a commission of (fill in one and strike the other) _____ % of the sales price, or _____. Further, if Seller shall, within six months after the expiration of this Agreement, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of Broker, or on information secured directly or indirectly from or through Broker, during the term of this Agreement, then Seller will pay Broker the above commission. Provided, that if a commission is paid to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Broker shall be limited to the amount of commission which would have been payable pursuant to this Agreement less any commission so paid to another member of MLS. Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Broker as a result of cancellation, regardless of whether Seller pays a commission to another MLS member.

4. **KEYBOX.** Broker is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by all members of MLS and their salespeople. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Broker's prior approval which will not be given without Broker first making reasonable efforts to obtain Seller's approval.

5. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that he/she has the right to sell the Property on the terms herein and that the Property information on the additional pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on this Property. Seller understands that Broker and other members of MLS will make representations to prospective buyers based on the Property information on the additional pages to this Agreement. Seller agrees to indemnify and hold Broker and other members of MLS harmless in the event the foregoing warranties and representations are incorrect.

6. **CLOSING COSTS.** Seller agrees to furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller agrees to pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and Buyer as of the date of closing.

7. **MULTIPLE LISTING.** Broker shall cause this listing to be published by MLS. Broker may refer this listing to any other cooperating multiple listing service at Broker's discretion. Broker shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the Buyer, the Seller, neither or both, the member shall be entitled to receive the selling office's share of the commission. SELLER UNDERSTANDS AND AGREES THAT THE PROPERTY INFORMATION ON THE ADDITIONAL PAGES OF THIS AGREEMENT WILL BE GIVEN TO PROSPECTIVE BUYERS AND TO OTHER COOPERATING MEMBERS OF MLS WHO DO NOT REPRESENT THE SELLER AND, IN SOME INSTANCES, MAY REPRESENT THE BUYER. IT IS UNDERSTOOD THAT MLS IS NOT A PARTY TO THIS AGREEMENT AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION ON THE ADDITIONAL PAGES OF THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.

8. **DISCLAIMER/SELLER'S INSURANCE.** Neither Broker, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the term of this listing, Seller should request that a "vacancy clause" be added to Seller's insurance policy.

9. **BROKER'S RIGHT TO MARKET THE PROPERTY** Seller shall not commit any act which materially impairs Broker's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller agrees to pay Broker a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Broker shall be entitled to show the Property at all reasonable times. Broker need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property.

10. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Broker as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (W.A.R. Form D-5 or NWMLS Form 17). Seller agrees to indemnify, defend and hold Broker harmless from and against any and all claims that the information Seller provides on W.A.R. Form D-5 or NWMLS Form 17 is inaccurate.

11. **DAMAGES IN THE EVENT OF BUYER'S BREACH** In the event Seller retains earnest money as liquidated damages on Buyer's breach, any costs advanced or committed by Broker on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Broker.

12. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the property is located.

DATED THIS _____ DAY OF _____, _____ Are the undersigned the sole owner(s)? YES NO
BROKER (COMPANY) _____ SELLER _____
BY _____ SELLER _____

• Indicates Required information () Indicates Maximum Choice **LISTING #**

<p>• COUNTY</p> <p>• TAX ID#</p> <p>• Listing Office ID# (Listing Office Name & Phone No. including area code)</p> <p>• LAG-Listing Agent ID# (Listing AgentName & Phone No. including area code)</p> <p>• Co Listing Office ID# • Co Agent - ID #</p> <p>• AREA • Community/District</p> <p>• Street # (HSN) • Modifier</p> <p>• Street Name</p> <p> <input type="checkbox"/> Av Ct <input type="checkbox"/> Cir <input type="checkbox"/> Dr <input type="checkbox"/> Lp <input type="checkbox"/> St <input type="checkbox"/> Terr <input type="checkbox"/> Av Pl <input type="checkbox"/> Cr St <input type="checkbox"/> Dr Ct <input type="checkbox"/> Pkwy <input type="checkbox"/> St Ct <input type="checkbox"/> Wy <input type="checkbox"/> Ave <input type="checkbox"/> Ct <input type="checkbox"/> Hwy <input type="checkbox"/> Place <input type="checkbox"/> St Dr <input type="checkbox"/> Blvd <input type="checkbox"/> CtAv <input type="checkbox"/> Lane <input type="checkbox"/> Rd <input type="checkbox"/> St Pl </p> <p>• Suffix</p> <p>Unit #</p> <p>• CITY</p> <p>• ZIP Code + 4</p> <p> <input type="checkbox"/> Thomas <input type="checkbox"/> RR-Mason <input type="checkbox"/> Totem <input type="checkbox"/> RR-Kitsap <input type="checkbox"/> RR-Thurston <input type="checkbox"/> Yellow <input type="checkbox"/> RR-Jeff <input type="checkbox"/> RR-Lewis <input type="checkbox"/> Unknown </p> <p>• MAP BOOK</p> <p>• Show Map Link (Y/N) (by default 'Yes')</p> <p> <input type="checkbox"/> E <input type="checkbox"/> NW <input type="checkbox"/> SW <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> NE <input type="checkbox"/> SE </p> <p>• Direction</p> <p> <input type="checkbox"/> E <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> N <input type="checkbox"/> NW <input type="checkbox"/> W <input type="checkbox"/> KPN <input type="checkbox"/> S <input type="checkbox"/> KPS <input type="checkbox"/> SE </p> <p>• Post Direction</p>	<p>• Listing Price</p> <p>• Internet Advertising (Y/N) (by default 'Yes')</p> <p>• Show Address to Public (Y/N) (by default 'Yes')</p> <p>• Primary Photo By (1) <input type="checkbox"/> Agent/Office <input type="checkbox"/> No Photo <input type="checkbox"/> NWMLS Photographer</p> <p>• Photographer Instructions</p> <p>• SOC (Selling Office Com.) • Selling Office Commission Comments</p> <p>• Number of Bedrooms • Total Bathrooms</p> <p>• ASF - Total • Lot Size <input type="checkbox"/> Square Feet <input type="checkbox"/> Acres</p> <p>• Year Built • Listing Date • Expiration Date</p> <p>• School District (see Code List)</p> <p>• Occupant Type Owner/Presale/Tenant/Vacant (O/P/T/V)</p> <p>• Owner's Name • Owner's Phone</p> <p>• Occupant's Name • Phone to Show</p> <p>• Owner's City and State</p>
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Marketing Remarks. CAUTION! The comments you make in the following lines are limited to descriptions of the land and improvements only. These remarks will appear in the client handouts and websites. (500)

Confidential Agent-Only Remarks. Comments in this category are for agent's use only. (250)

Legal Description. (100)

Driving Directions to Property (125)

<p>LOCATION</p> <p>• Lot Number</p> <p>• Block</p> <p>• Plat/Subdivision/Building Name</p> <p>• Preliminary Title Ordered (Y/N)</p>	<p>LISTING INFORMATION</p> <p>• Possession (3)</p> <p> <input type="checkbox"/> Closing <input type="checkbox"/> Closing + 3 Days <input type="checkbox"/> Negotiable <input type="checkbox"/> Subject to Tenant's Rights <input type="checkbox"/> See Remarks </p> <p>• Showing Information (No Limit)</p> <p> <input type="checkbox"/> Appointment <input type="checkbox"/> Call Listing Office <input type="checkbox"/> Day Sleeper <input type="checkbox"/> Gate Code Needed <input type="checkbox"/> MLS Keybox <input type="checkbox"/> Other Keybox <input type="checkbox"/> Owner-Call First <input type="checkbox"/> Pet in House <input type="checkbox"/> Power Off <input type="checkbox"/> Renter - Call First <input type="checkbox"/> Security System <input type="checkbox"/> Vacant <input type="checkbox"/> See Remarks </p> <p>• Form 17 (1)</p> <p> <input type="checkbox"/> Provided <input type="checkbox"/> Not Provided <input type="checkbox"/> Exempt </p>	<p>• Tax Year _____</p> <p>• Annual Taxes \$ _____</p> <p>• Senior Exemption (Y/N)</p> <p>• Monthly Homeowner Dues \$ _____</p> <p>• Monthly Rent - if rented \$ _____</p> <p>• Potential Terms (10)</p> <p> <input type="checkbox"/> Assumable <input type="checkbox"/> Cash Out <input type="checkbox"/> Conventional <input type="checkbox"/> Farm Home Loan <input type="checkbox"/> FHA <input type="checkbox"/> Lease/Purchase <input type="checkbox"/> Owner Financing <input type="checkbox"/> Rehab Loan <input type="checkbox"/> State Bond <input type="checkbox"/> VA <input type="checkbox"/> Variable Price Listing <input type="checkbox"/> See Remarks </p>
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