



Instructions for Listing with List4FlatFee.com, LLC

Stacie Whitfield, Designated Broker/Owner

WA Firm Broker license #20208

EMAIL with questions: stacie@list4flatfee.com

1. Attached to this instruction page is the Listing Input Data Form, Listing Agreement and List4FlatFee.com, LLC Listing Addendum. These required documents can be completed on your computer, however, be sure to PRINT the forms PRIOR to closing the documents, as the information will not save. Leave any fields you do not know, blank. I will email you if I have questions. Most often, they are fields that I will know based on MLS and/or tax records.

NOTE: The MLS requires that members use the MLS listing agreement, hence, the listing addendum is tailored toward the flat fee MLS service and supersedes the form 1B.

3. Upon completing, SIGN and DATE all the forms. You may fax or scan and email the documents to me.
To FAX the forms, send without a cover sheet to my toll free number: 1-866-594-0930
To EMAIL the forms, send to: stacie@list4flatfee.com
4. If you have not yet placed your property on my website, please do so now. *The personalized website you create is NOT linked to the local MLS, so changes made to the site listing does NOT change the MLS listing. You must use the change form to make MLS changes. If you update photos or remarks, email that information so that your MLS listing may be updated accordingly.*
Go to List4FlatFee.com and choose "List Now" and then click to continue, and follow the instructions. I will copy the photos from the site for your MLS listing. Be sure to number the photos on my site in the order you want them to appear on the MLS. Your listing on my site will be activated when I activate the MLS listing. Please note, that the MLS is a complete different data base than the listing on my site. The MLS is what agents use to show and sell properties.
5. I will input your listing into MLS within one business day from when you send the signed listing forms AND have paid and added your listing to my website. If you want the listing in the MLS for the weekend, I must receive everything (including photos on my site) no later than 5:00 pm on Thursday.
 - a) You will receive an email with a copy of your listing in the MLS. You will need to review it for accuracy and email any changes/corrections within 24 hours. If you do not respond, it will be construed that the information is correct and approved by you.
 - b) In the same email, you will receive, all disclosures as required by state and federal law with instructions on which forms I will need for your file.
 - c) Within one business day, your property will start to appear on public sites.
 - d) If you have ordered a sign or MLS lock box, those should arrive within three business days.

Stacie Whitfield

Managing Broker/Designated Broker

WA RE Broker License #20208

Also licensed Broker in Hawaii (#19260) and Arizona (#BR538018000)

Will be brokered in California soon!



List4FlatFee.com, LLC

Addendum to attached 2-page NWMLS Form 1B

(Where contradictory to Form 1B, this addendum shall supersede)

Seller's Name: _____

Property Address: _____

I/we, authorize List4FlatFee.com, LLC, (Broker) to advertise the real property ("Property") described herein for a continuous period of Six Months or One Year, whichever listing program seller has purchased. It is agreed between the seller and Broker as follows:

- 1) **The Law of Real Estate Agency:** Seller acknowledges that they have received a pamphlet entitled "The Law of Real Estate Agency" which is available on the website www.List4FlatFee.com under "Seller's Resources" tab and "Agency Law" pamphlet.
- 2) **Representation:** List4FlatFee.com, LLC will not be an agent or negotiate on behalf of any party in the purchase and sale transaction, will not handle any earnest money on behalf of Buyer or Seller, does not maintain completed purchase and sale agreements in a transaction file, and is not a party to the transaction UNLESS seller has opted for the assistance with offers as outlined on Page 3. List4FlatFee.com, LLC will comply with the Duties of Real Estate Licensees under the Washington Law of Real Estate Agency (RCW 18.86). Seller agrees to receive written offers directly from buyers or Buyer's broker. Any broker who procures a prospective Buyer for the property is presumed to represent the **Buyer**. Seller acknowledges receipt of the Agency Law pamphlet, which is available on the website www.List4FlatFee.com under "Seller's Resources".
- 3) **Flat Listing Fee:** Prior to activation, Seller shall pay List4FlatFee.com, LLC a non-refundable advertisement fee in exchange for the program Seller selects on Page 3. The fee paid is due prior to activating Seller's Listing, and is considered 100% earned upon receipt of signed Listing Agreement. Seller acknowledges that they are required to pay a Buyer's Agent a commission if sold by an agent and said commission is separate and apart from the non-refundable Advertisement Fee provided herein. If Seller sells to a buyer without an agent, see #5 Commissions.
- 4) **Pricing Property: Listing Price \$_____** Seller understands that it is the sole responsibility of the Seller to price their property and are advised to employ a licensed appraiser if Seller needs a price opinion. List4FlatFee.com, LLC does not offer market analysis or appraisals. In addition, Seller understands that Broker will not view or inspect the property.
- 5) **Commission:** Offering a commission to the buyer's agent is required in order to be in the MLS. Seller understands that if a Buyer is procured by a real estate licensee on the terms acceptable to Seller, then Seller will pay that Buyer's Agent (*choose only one*) _____% (percent) **OR** \$_____ (dollar amount) commission unless otherwise agreed to in writing. This commission is NON-NEGOTIABLE and IRREVOCABLE and Seller will be required to pay the buyer's agent commission at close of escrow if the buyer is represented by an agent OR the buyer was brought to the attention of Seller's property through an agent. Seller may sell the property to a Buyer not represented by a real estate licensee, and in such event, Seller shall pay no commission. Seller is advised to maintain a sign-in sheet of buyers and ensure that a real estate licensee did not bring the Buyer to the attention of Seller's property or Seller may be liable for paying a commission. If there is a commission dispute, Seller agrees to allow the escrow company to place the amount in dispute in an escrow account until arbitrated/distributed through the MLS or Realtor Association.
- 6) **Administrative Fee \$200 due at closing:** This \$200.00 fee does not apply if the property fails to close, if Seller sells directly to a buyer with no broker involved in the sale OR if Seller has opted for the "Assistance with offers". It applies ONLY on sales involving a Buyer's Broker representing the buyer, and is paid out of escrow at the time the sale closes. It is not a commission and does not create an agency relationship with Seller and Broker. This

fee covers the administrative time responding to title company, escrow, lender, appraiser, and home inspector requests for additional information, being available for notices from Buyer's Agent, forwarding of email correspondence to Seller from escrow, title, lender, etc. and/or signatures of required federal and lending disclosure forms, escrow forms, and/or those acts required to comply with the Washington state real estate law RCW 18.86. Seller understands that the Administrative Fee covers work provided by List4FlatFee.com, LLC to enable service providers to perform the steps required to close the sale. This fee is waived for customers who use the Assistance With Offers program (\$950) or sells to their own Buyer not working with an agent. The Administrative Fee is paid at close of escrow from Seller's net proceeds and is separate from the \$185 Advertising Fee. If the property does not successfully close escrow, THIS FEE IS WAIVED.

- 6) Sale of Property:** Within one business day of mutual acceptance of a purchase and sale agreement, Seller must notify List4FlatFee.com, LLC and provide full sale information via EMAIL. Seller shall also notify Broker within one business day when the property successfully closes. If failure to notify List4FlatFee.com, LLC of status changes results in being fined by a multiple listing service, that amount will be charged to the seller and paid within three business days from date invoice is submitted to Seller. If the sale does not close after an offer has been accepted, the MLS listing will be placed back to active for the duration of the listing period at no additional charge to seller.
- 7) Indemnification/Hold Harmless:** Seller irrevocably agrees to indemnify and hold harmless List4FlatFee.com, LLC and all its' Brokers, licensees, and/or members involved in the transaction for any claim, demand, cause of action, loss or damage, incurred by them and the defense thereof arising from Seller's failure to disclose and/or comply with any agreements pertaining to the listing and/or sale of the property referenced in this agreement and/or any purchase agreements. The venue of any suit shall be the county in which the property is located. In the event of litigation to enforce or interpret the terms of the agreement, the prevailing party shall be awarded their reasonable attorneys' fees and costs incurred as a result of such litigation. In the event a claim arises that a commission is sought, Seller shall indemnify and hold List4FlatFee.com, LLC and its brokers and members harmless See #5.
- 8) Tax and Legal Advice:** Seller is hereby advised to seek legal and/or tax advice prior to signing any real estate documents and/or agreement including, but not limited to this listing agreement. Seller understands that the Broker has not given any such advice.
- 9) Termination/Cancellation of listing:** Seller may terminate this agreement at any time without refund by giving written notice to List4FlatFee.com, LLC, unless such termination violates a buyer's agents right to earn a commission. If seller's phone number becomes inactive/disconnected or Seller fails to respond to agents in a timely manner to requests to show property or to submit offers, List4FlatFee.com, LLC may cancel the listing without refund.
- 10)Photos:** You must provide photos that YOU OWN OR HAVE WRITTEN PERMISSION to use. Using photos without permission, regardless of how you obtained them, is a violation of the Digital Millennium Copyright Act. Seller irrevocably agrees to indemnify and hold harmless List4FlatFee.com, LLC and all its' Brokers, licensees, from any claim arising from the use of copy written photos that the Seller has provided. Seller shall pay all MLS fines levied in the event that List4FlatFee.com, LLC is fined for use of photos that Seller provides that were copied and/or used without written permission. Fines shall be paid within three business days from invoice.
- 11)Advertising On Websites:** In addition to the MLS listing, Seller agrees that their listing syndicate to many public websites showing MLS listings. Seller acknowledges that Broker has no control over the content of these websites and/or incorrectly posting or failing to post Seller's MLS Listing. Seller agrees any internet listing is not guaranteed and holds Broker harmless from any misrepresentation, errors or omissions. Each real estate website maintains its own website and the extent of information they display as well as the frequency it is updated. List4FlatFee.com, LLC does not guarantee the availability of Sellers listing on any public site and Seller is required to contact those websites direct to correct information.
- 12)Changes to listings:** Changes are made within one business day from receipt. Office hours are Monday – Friday, 7:00 am – 5:00pm. The office is closed on the weekends and legal holidays. All communications are through email or fax. Please use this form of communication for a timelier response.

Flat Fee MLS Options (CHECK as needed)

_____ **\$185** Six Month MLS Listing _____ **\$285** One Year MLS Listing

Flat Fee MLS includes the following:

1. Listing in the Multiple Listing Service for duration chosen above
2. 25 photos on the MLS Listing & List4FlatFee.com (photos provided by and must be owned by Seller)
3. Free, unlimited Changes to the MLS listing (change form will be provided)
4. Seller's property information on List4FlatFee.com, flyer creation and URL for property advertising
5. Listing on Realtor.com with photo gallery (number of photos on this site can vary)
6. Listing on hundreds of local/national real estate company websites (Winderemere, redfin, johnlscott, etc.)
7. All required state and federal Seller's disclosures provided

_____ **CHECK if you do NOT want a Key Box**

All listed, improved residential properties must have an MLS key box installed on the premises EXCEPT when the seller(s) have excluded the requirement from the listing agreement. By initialing, you are excluding the lock box and the user fee.

_____ **CHECK if you DO WANT a Key Box for \$95**

The electronic MLS key box user charge is a one-time charge for use of the box during the duration of the listing. SELLER IS RESPONSIBLE FOR RETURNING THE LOCK BOX. A return envelope, postage paid will be provided by Broker to ship the box back.

_____ **CHECK if you want a For Sale Sign for \$25** includes blank rider for your phone number and includes shipping. Seller is responsible for posting the sign in a flyer stand or yard arm.

_____ **CHECK if you want Broker Assistance with offers for \$950:** Includes:

The Assistance with offers includes offer response via email, counter-offers, multiple offers, e-signature, confirmation of escrow setup, inspection addendum and response support, title insurance order, and all disclosure receipt verifications. \$300 due upon mutual acceptance of an offer and \$650 due at close of escrow. The \$300 is non-refundable and is deemed to be earned once the contract has been mutually accepted. If the sale fails to close, the remaining \$650 is NOT due. The \$950 is in addition to the buyer's agent commission you have written in #5 of this addendum. If Seller chooses to sign or deliver any contracts without Broker's assistance, Seller will hold Broker harmless for any loss or damage that may occur. List4FlatFee.com, LLC DOES NOT assist with those transactions where buyer does not have an agent for the \$950. If Seller finds their own buyer NOT working with an agent and opts to have List4FlatFee.com, LLC facilitate the transaction, that option is available for 1.5%.

***Seller must be available via email** for e-signatures, which is used for all notices, counter offers, etc.

****Offer review/assistance** is offered during business hours of Mon-Thur, 7am -4pm and Friday 7:00 am – 3:00 pm, Excluding all weekends and holidays. Seller authorizes Broker to insert into the MLS listing instructions to the agents that will state "Offers are reviewed within ONE BUSINESS day of receipt".

IMPORTANT: By signing your name below, you acknowledge that you have authority to list and sale this Property and accept the terms of this addendum and Form 1B agreement:

Seller: _____ Date: _____

Seller: _____ Date: _____

Broker: Steve R. Driffield _____ Date: _____

Best Contact Phone Numbers: _____ or _____

EMAIL for all correspondence: _____

How did you hear about List4FlatFee.com, LLC ? : _____

Do you need to buy another property? _____

Mailing address to send sign or lock box if ordered:

Payment Information

If you have not done so already, please add your property information to our site, www.List4Flatfee.com. You will have the option to pay or to post it for free. If you post it for free on the site, then you will need to pay using one of the following options below for manual payment:

Invoice me through Pay Pal. List an email that you want us to use to send the invoice.

_____ @ _____

Pay by credit card by completing information below.

This Agreement shall serve as receipt for payment and receipt for the non-refundable Listing/Advertising Fee

-----Below this line shall be cut and shredded-----

Write in your credit card information below. We destroy this information after charging your credit card.

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ Three Digit Code on reverse side of card: _____

Billing Street Address for Credit Card: _____ Zip: _____

Card Holder Signature: _____

FINAL INSTRUCTIONS

Once the Listing Input Sheet and this Listing Agreement/Addendum are completed and signed, you may fax the forms OR scan/email them UNLESS you have used our docusign link.

FAX: 1-866-594-0930

EMAIL: stacie@List4FlatFee.com

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

_____ ("Seller") hereby grants to, 1
Seller _____ Seller _____ 2
List4FlatFee.com, LLC _____ ("Firm") from date hereof until midnight of 2
As chosen on Addendum _____ ("Listing Term"), the exclusive right to sell the real property ("the Property") 3
commonly known as _____, City _____ 4
County _____, WA, Zip _____; and legally described on Exhibit A. 5

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and 6
(b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with 7
option to purchase. 8
2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint List4FlatFee.com, LLC/No Agency Relationship 9
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 10
who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 11
Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 12
as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 13
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 14
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 15
Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 16
commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 17
Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 18
3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 19
the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on _____ ("List Date"), 20
which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 21
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 22
the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 23
manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 24
newspapers, open houses, previews, showings, or tours. 25
4. **COMMISSION.** If during the listing term (a) Seller sells the Property through any other real estate licensee and the 26
buyer does not terminate the agreement prior to closing; or (b) after reasonable exposure of the Property to the market, 27
Firm procures a buyer who is ready, willing, and able to purchase the Property on the terms in this Agreement, Seller 28
will pay Firm a commission of (fill in one and strike the other) ^{See} _____ % of the sales price, or \$ See Listing Addendum 29
("Total Commission"). From the Total Commission, Firm will offer a cooperating member of MLS representing a buyer 30
("Selling Firm") a commission of (fill in one and strike the other) ^{See} _____ % of the sales price, or 31
\$ See Listing Addendum. Further, if Seller shall, within six months after the expiration of the Listing Term, sell the 32
Property to any person to whose attention it was brought through the signs, advertising or other action of Firm, or on 33
information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above 34
commission. Provided, that if Seller pays a commission to a member of MLS or a cooperating MLS in conjunction with a 35
sale, the amount of commission payable to Firm shall be reduced by the amount paid to such other member(s). 36
Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by 37
Firm as a result of such cancellation, regardless of whether Seller pays a commission to another MLS member. Selling 38
Firm is an intended third party beneficiary of this Agreement. 39
5. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 40
to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 41
assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 42
the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 43
represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 44
unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 45
property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 46
continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 47
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 48
6. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by 49
all members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and 50
appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm 51
first making reasonable efforts to obtain Seller's approval. 52

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

Continued

- 7. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached 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 the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. If Seller provides Firm with any photographs of the Property, Seller warrants that Seller has the necessary rights in the photographs to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 53-60
- 8. **CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall 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 a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at closing. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that ten percent of the amount realized from the sale will be withheld for payment to the Internal Revenue Service. 62-69
- 9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm 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, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement. 70-79
- 10. **PROPERTY CONDITION AND INSURANCE.** Neither Firm, 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, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the master key to the 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 Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030. 80-86
- 11. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm 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. 87-92
- 12. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 93-96
- 13. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 97-99
- 14. **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. 100-103

Are the undersigned the sole owner(s)? YES NO 104

Seller's Signature Date

Real Estate Firm 105

Seller's Signature Date

Stacie Whitfield

Broker's Signature Date 106