



List4FlatFee.com, LLC

Part of the 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:** 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 the commission written in on this form 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. Offering a commission to the buyer's agent is NOT required in the NWMLS, but **IS** required in the RMLS. Hence, if your property is in the NWMLS area, you can place ZERO as the commission and then Buyer's Agents must negotiate their commission directly with the Seller. If Seller has chosen ZERO as the commission, then the Seller must pay the amount negotiated with the Buyer's 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) 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 a status change 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. Note that the Seller's contact information does not syndicate to public sites, but is on the MLS for agents to view. All buyer inquiries are forwarded to the seller's email.

12)Changes to listings: Changes are made within one business day from receipt.
Office hours are Monday – Thursday, 7:00am – 4:00pm and Friday 7:00am to 3:00pm. 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.

By initialing, you have read and agree to #10 above: _____

Flat Fee MLS Options (CHECK as needed)

_____ **\$185 BASIC MLS LISTING**

- 3 Month MLS Listing
- 10 Photos
- Free, unlimited changes to your MLS listing
- Legal Description uploaded to your listing doc tab (required per WA state)
- Listing Syndicated to hundreds of public websites that show MLS listings
- Realtor.com
- Zillow
- Buyer Leads to Seller
- Personal Home Page
- Custom Flyers
- Cancel Anytime
- No Hidden Fees

_____ **\$25 For Sale Sign** (Includes shipping. Seller is responsible for posting)

_____ **\$285 FULL MLS LISTING** (See List4flatfee.com for which MLS covers each county)

- 6 Month MLS Listing
- 40 Photos
- Free, unlimited changes to your MLS listing
- Legal Description uploaded to your listing doc tab (required per WA state)
- For sale Sign (includes rider for seller's phone number)
- Listing Syndicated to hundreds of public websites that show MLS listings
- Realtor.com
- Zillow
- State and Federal Disclosures
- Purchase Agreements and addendums
- Buyer Leads to Seller
- Personal Home Page
- Custom Flyers
- Schedule Open Houses on your ad on our site
- Cancel Anytime
- No Hidden Fees

_____ **CHECK if you want a For Sale Sign FREE** (Includes blank rider for your phone number and includes Shipping (does not include post/posting) Seller is responsible for posting the sign. **NOTE:** I do not charge for signs in the \$285 option, however, I do not want to ship the sign unless you WILL BE posting it on the property.

_____ **\$95 MLS ELECTRONIC LOCK BOX**

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 Broker Assistance with offers for .05%:

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. If the sale fails to close, the .05% is NOT due. The .05% is in addition to the buyer's agent commission you have written in #5 of this addendum or negotiate with the Buyer's Agent. 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 .05%.

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: **List4FlatFee.com, LLC** _____ 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

Invoice me. List an email that you want us to use to send the invoice. Check your email and click on the link, and you can pay via any payment type (credit card, debit or checking).

_____ @ _____

Pay Via Pay Pal: If you have a Pay Pal account, you may send your payment to stacie@list4flatfee.com
*Make sure to include the reason for payment, add your property address

Pay by CHECK. Make check payable to List4FlatFee.com, LLC
PO Box 1345
Vancouver, WA 98666

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: _____



EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

_____ ("Seller") hereby grants to, 1

Seller _____ Seller _____
List4FlatFee.com, LLC _____ ("Firm") from date hereof until midnight of 2

Based on Seller's option choice. _____ ("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.** (a) "MLS" means the Local Multiple Listing Service; and (b) "sell" includes a contract to sell; an 6
exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase. 7

2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint No Agency Relationship/MLS Entry Only 8
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 9
who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 10
Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 11
as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 12
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 13
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 14
Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 15
commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 16
Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 17

3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 18
the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on _____ ("List Date"), 19
which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 20
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 21
the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 22
manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 23
newspapers, open houses, previews, showings, or tours. 24

4. **COMMISSION.** If during the Listing Term (a) Seller sells the Property through any other real estate licensee and the 25
buyer does not terminate the agreement prior to closing; or (b) after reasonable exposure of the Property to the market, 26
Firm procures a buyer who is ready, willing, and able to purchase the Property on the terms in this Agreement and as 27
set forth in the attached Listing Input Sheets incorporated herein by this reference, Seller will pay Firm a commission of 28
(fill in one and strike the other) _____% of the sales price, or \$ ZERO to List4FlatFee ("Total Commission"). From 29
the Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a 30
commission of (fill in one and strike the other) _____% of the sales price, or \$ _____. 31
RCW 18.86.050(1)(e)(ii) provides that buyer's brokers are not required to show property as to which there is no written 32
agreement to pay compensation to the buyer's broker. 33

If Seller shall, within six months after the expiration of the Listing Term, sell the Property to any person to whose attention it 34
was brought through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or 35
through Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission 36
to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be 37
reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal 38
cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays 39
a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement. 40

5. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 41
to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 42
assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 43
the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 44
represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 45
unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 46
property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 47
continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 48
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 49

6. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by 50
all members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and 51
appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm 52
first making reasonable efforts to obtain Seller's approval. 53



Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

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 Listing Input Sheets attached to and incorporated into 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. 54-62
- 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 a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service. 63-70
- 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. 71-80
- 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, except for damage or injury caused by its gross negligence or willful misconduct. 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. 81-88
- 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. 89-94
- 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. 95-98
- 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. 99-101
- 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. 102-105

Are the undersigned the sole owner(s)? YES NO 106

Seller's Signature Date

List4FlatFee.com, LLC

Real Estate Firm 107

Seller's Signature Date

Broker's Signature Date 108