



## Found on the web at: FlatList.com

### Flat Listing Fee MLS Forms and Instructions

- 1) Attached are the following:
  - a. Exclusive Agency Listing Agreement
  - b. Addendum to Listing Agreement
  - c. You will also need the Input Sheets that are appropriate for your property type.
- 2) Complete the listing input sheets to the best of your knowledge. There may be information you do not know, please leave those fields blank as they are probably MLS or tax codes we will know.
- 3) Read, complete and sign/initial the forms and include payment information.
- 4) Fax all pages, to our confidential fax line 1-866-594-0963.
- 5) Next, E-mail to [wahomes@flatlist.com](mailto:wahomes@flatlist.com) the following: marketing remarks; driving directions up to; property photos, each photo not to exceed 1MB. Please include your property address in the subject line of all emails.
- 6) If you chose sign posting a sign will be posted within 2 business days.
- 7) You will receive an email from us with a copy of your listing within one business day of sending your MLS forms, remarks, driving directions and photos. Please note that this MLS requires driving directions and a photo-we will not input the listing until we have both on file.
- 8) We will email the disclosure forms and a change form to be used when making changes to your listing.

Feel free to email or call with any questions. We look forward to working with you.

FlatList.com  
Listing for a flat fee since 1999  
Serving Arizona, Hawaii, Oregon & Washington  
1-877-270-3726  
1-866-594-0963 (Fax)

## EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

The undersigned seller ("Seller") hereby grants to Flat List RE, ("Broker") 1  
from the date hereof until midnight of See Listing Addendum, the sole and exclusive right to sub- 2  
mit offers to purchase, and to receipt for deposits in connection therewith, the real property ("the Property") commonly 3  
known as \_\_\_\_\_ 4  
in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Washington, Zip \_\_\_\_\_; 5  
to be listed at \$ \_\_\_\_\_ and legally described as: LOT na, BLOCK na, 6  
DIVISION na, VOL na, PAGE na 7  
\_\_\_\_\_ 8

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and 9  
(b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease 10  
with option to purchase. 11
2. **AGENCY/DUAL AGENCY.** Seller authorizes Broker to appoint Angela Heit 12  
to act as Seller's Listing Agent(s). This Agreement creates an agency relationship with Listing Agent(s) and Broker 13  
only, not with any other salespersons of Broker; provided, Seller authorizes Broker to appoint other salespersons 14  
affiliated with Broker as subagents to act on Seller's behalf as and when needed, at Broker's discretion. Any broker 15  
or salesperson, other than Broker or Listing Agent(s) who procures a prospective buyer for the Property will not be 16  
representing Seller and may represent the buyer. Accordingly, for the purposes of this Agreement, the term 17  
"Broker" means Listing Agent(s) including any subagents and Listing Agent's Broker, Designated Broker or Branch 18  
Manager, unless expressly stated otherwise. 19  
If the Property is sold to a buyer represented by one of Broker's salespersons other than Listing Agent(s), Seller 20  
consents to Broker acting as a dual agent. If the Property is sold to a buyer who Listing Agent(s) also represents, 21  
then Seller consents to Listing Agent(s) and Broker acting as dual agents. Different salespersons affiliated with 22  
Broker may represent different sellers in competing transactions involving the same buyer and that this shall not be 23  
considered action by Broker that is adverse or detrimental to the interests of either seller, nor shall it be considered 24  
a conflict of interest on the part of Broker. Seller has received from Broker the pamphlet entitled "The Law of Real 25  
Estate Agency." 26  
If Broker acts as a dual agent, then Broker shall be entitled to the entire commission payable under this Agreement 27  
plus any additional compensation Broker may have negotiated with the Buyer. 28
3. **COMMISSION.** If (a) Broker procures a buyer on the terms in this Agreement, or on other terms acceptable to 29  
Seller; or (b) Seller through any other real estate licensee, during the term hereof, sells the Property; Seller will pay 30  
Broker a commission of (fill in one and strike the other) see listing addendum % 31  
of the sales price, or \$ \_\_\_\_\_. From Broker's commission, Broker will offer a cooperating 32  
member of MLS representing a buyer a commission of (fill in one and strike the other) see listing addendum % 33  
of the sales price, or \$ \_\_\_\_\_. Further, unless Broker terminates this Agreement pursuant 34  
to paragraph 4 below, if Seller shall, within six months after the expiration of this Agreement, sell the Property to any 35  
person to whose attention it was brought through the signs, advertising or other action of Broker, or on information 36  
secured directly or indirectly from or through Broker, during the term of this Agreement, Seller will pay Broker the 37  
above commission. Provided, that if a commission is paid to a member of MLS or a cooperating MLS in conjunction 38  
with a sale, the amount of commission payable to Broker shall be limited to the amount of commission which would 39  
have been payable pursuant to this Agreement less any commission so paid to another member of MLS. Provided 40  
further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by 41  
Broker as a result of cancellation, regardless of whether Seller pays a commission to another MLS member. 42
4. **PROPERTY IS NOT A "DISTRESSED HOME."** Seller warrants that the Property is not a Distressed Home. 43  
A "Distressed Home" (fully defined in RCW 61.34) is a dwelling occupied by the owner as the owner's primary 44  
residence in a single, duplex, triplex, or four-unit residential building that is (1) in the process of foreclosure or in 45  
danger of foreclosure because (a) Seller has defaulted on a mortgage; (b) Seller is at least thirty days delinquent 46  
on a loan secured by the Property; or (c) Seller believes that Seller is likely to default on such mortgage or loan 47  
within four months due to a lack of funds; or (2) at risk of loss due to nonpayment of taxes. If the Property 48  
becomes a Distressed Home during the term of this Agreement, Seller will provide immediate written notice to 49  
Broker of that fact. If Seller provides such notice to Broker, or Broker otherwise becomes aware that the 50  
Property is a Distressed Home, Broker may either terminate this Agreement or, at Broker's request, Seller shall 51  
execute NWMLS Form 1B-DH (Exclusive Agency Sale and Listing Agreement - Distressed Home), containing 52  
the same listing expiration date and commission amounts as set forth in this Agreement. NWMLS Form 1B-DH is 53  
available at <http://www.nwrealestate.com/distressed> and incorporated herein by this reference. 54

### EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

- 5. **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. 55-58
- 6. **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 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 the Property. Seller authorizes Broker to provide the information in this Agreement and the attached additional 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. Seller agrees to indemnify and hold Broker and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 59-66
- 7. **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 a 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. 67-71
- 8. **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. 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 ATTACHED TO THIS AGREEMENT TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT. 72-80
- 9. **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 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 term of this listing, Seller should request that a "vacancy clause" be added to Seller's insurance policy.** 81-87
- 10. **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. 88-93
- 11. **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" (Form 17 (Residential) or Form 17C (Unimproved Residential)). Seller agrees to indemnify, defend and hold Broker harmless from and against any and all claims that the information Seller provides on Form 17 or Form 17C is inaccurate. 94-97
- 12. **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. 98-100
- 13. **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. 101-104

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ Are the undersigned the sole owner(s)?  YES  NO 105

BROKER (COMPANY) Flat List RE SELLER \_\_\_\_\_ 106

BY \_\_\_\_\_ SELLER \_\_\_\_\_ 107

## Addendum to Listing Agreement

Addendum to listing agreement between \_\_\_\_\_ (“Seller”) and FlatListingFee.com, Inc. dba Flat List RE (“Broker”) from date hereof until midnight of \_\_\_\_\_ (expiration date of listing-one year if not filled in-free extensions if not sold) for the real property (“Property”) commonly known as \_\_\_\_\_ in the city of \_\_\_\_\_, County \_\_\_\_\_, State of WA, Zip \_\_\_\_\_.

### 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 Broker’s web site located at [www.flatlist.com](http://www.flatlist.com) **Seller Initials:** \_\_\_\_\_
- 2) **Agency Relationship:** Broker agrees to act as the agent of the Seller in a limited service capacity as described below.
- 3) **Flat Listing Fee:** Seller understands that the flat listing fee paid to Flat List RE upon execution of this Agreement, is a non-refundable listing fee for the services chosen in either option. Seller acknowledges that all options below require Seller to pay a Selling Broker (**Buyer’s Agent**) commission if sold by an agent. If Seller sells to a buyer without an agent, see #5 Commission. In the event of a forfeiture of earnest money in relation to this listing agreement, Flat List RE denies claim to such earnest money and Flat List RE will receive 0% of such earnest money.
- 4) **Pricing Property: Asking 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. Flat List RE does not offer market analysis or appraisals. In addition, Seller understands that Broker will not view or inspect the property.
- 5) **Compensation to Buyer’s Broker (Procuring Broker or Agent):** The amount or rate of real estate commission is not fixed by law, the Multiple Listing Service, (MLS), Listing Broker or any Board of Realtors. The MLS rules require Seller’s Listing to state offered Commission. Seller agrees to compensate Buyer’s Broker the amount of \_\_\_\_\_ % of final sales price OR \$ \_\_\_\_\_ (choose only one). This compensation shall be entered into the MLS for Agents to view. This amount is NON-NEGOTIABLE and is IRREVOCABLE. If the Buyer of Seller’s property is NOT represented by a real estate licensee AND the Buyer is NOT shown Seller’s property by a real estate licensee, than Seller is NOT obligated to pay a commission to a Buyer’s Broker. Seller is advised to 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 a Buyer’s Broker is involved in the transaction, Seller agrees to pay a commission to the Buyer’s’ Broker as set forth in this agreement. 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 and distributed through the MLS or the local Realtor association. In the event a claim arises that a commission is sought, Seller shall indemnify and hold harmless Flat List RE and its agents, designated brokers and/or owners from such claims and expenses.
- 6) **Seller’s Duties:** Seller will be responsible for delivering to Selling Broker (Buyer’s Agent) the Real Property Transfer Disclosure Statement (provided by Broker via email), counteroffers, notices for removal of conditions as it involves the sale of their property, as well as all other documents involved in the sale of Seller’s property. Seller will be responsible for delivering title report, making the property available for appraiser, inspector, buyer and their agent. Seller shall be responsible for delivering to Flat List RE and verify receipt of: written notice of change in price, change in buyer broker commission, and status change including a complete copy of all signed documents relevant to the sale of the property within 24 hours of change or signing of documents. Delivered to Flat List RE via email or fax must be made and verified within **24 hours** of change or signing of documents.
- 7) \_\_\_\_\_ **Seller’s Initials-AUTOMATIC FINE** The MLS requires that all status changes-change to contingent, subject to inspection, pending, sold, leased or off market-be made within 24 hours. There are automatic fines of up to \$500 for noncompliance. Seller must provide a complete copy of the purchase contract and all necessary information. If Seller neglects to inform and VERIFY status change within a 24 time frame and Broker is fined for noncompliance, Seller shall be liable for such fine. Broker agrees to deliver a copy of fine documentation. Seller agrees to pay such fine with the credit card on file or within 30 days of receipt of notice of automatic fine.
- 8) \_\_\_\_\_ **Seller’s Initials** Seller understands, Broker will provide **NO ASSISTANCE** with offer review or transaction coordination unless Seller chooses assistance. If Seller chooses assistance, Seller understands that offer review must be provided prior to signing a purchase and sale agreement. Assistance is provided Monday through Friday from 9am to 5pm. Seller understands that all offers and/or notices received during evening or weekend hours will be reviewed by Broker the following business day. If Seller chooses to sign or deliver any contract/notice without review by Broker, Seller will hold Broker harmless for any loss or damage that may be incurred. (see clause 9)
- 9) **Indemnification/Hold Harmless:** Seller irrevocably agrees to indemnify, release and hold harmless without recourse, and to defend Flat List RE and all its’ Brokers, licensees, and/or owners for any claim, demand, cause of action, loss or damage, incurred by them and the defense thereof arising from Seller’s failure to comply with any agreements pertaining to the listing and/or sale of the property referenced in this agreement and/or any purchase agreements including Seller’s commitment to pay specified Buyer’s Broker commission. This indemnification shall extend to all claims, costs damages, or liabilities that are caused by or arise out of the actions, misfeasance or nonfeasance of Seller or Seller’s agent(s), including but not limited to, all costs, exposes, liabilities, including attorneys fees, awards or judgments incurred by Flat List RE whether incurred in connection with the defense of any claims asserted in any arbitration or other proceedings, or otherwise.

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 this agreement, the prevailing party shall be awarded their reasonable attorneys' fees and costs incurred as a result.

**10) Tax and Legal Advice:** Seller is informed of the advisability to seek legal and/or tax advice prior to signing any real estate documents or agreement including, but not limited to this listing agreement. Seller understands that the Broker has not given any such advice.

**11) Changes to Listing:** Seller may cancel or make changes to their listing at anytime without charge. If Seller cancels their listing, the listing fee is non-refundable regardless of the reason for cancellation.

**12) Seller's Initials** Seller understands that by listing their property with Flat List RE as their Listing Broker that they must comply with the laws that govern Flat List RE when advertising their property to the public. Seller understands that all advertisement including signage, brochures, newspaper ads, online ads etc. must contain the name of the Listing Broker as "Flat List RE". Seller further acknowledges that noncompliance constitutes breach of this contract.

**13) Websites with access to MLS Information:** Seller understands Realtor.com and other websites may upload Seller's property information to their websites. Flat List RE does not warrant or make any guarantees as to the accuracy and/or availability of Seller's listing to these sites. Seller will indemnify and hold harmless Flat List RE and its agents, brokers, and/or owners for any misrepresentations or inaccurate information on any Internet site that Seller's property may be listed. **Seller understands that all websites with download agreements with the MLS are controlled by the owner of such websites and that Flat List RE has no control over the length of time it may take for property information or photos to appear on any of these sites.**

### MLS Flat Listing Fee Options

#### Multiple Listing Advertising Service

**\$299** Flat Listing Fee due at time of listing which is NON-REFUNDABLE

\*No assistance with the transaction is offered with this option. Seller MUST notify Flat List RE within 24 hours of entering into a contract with a buyer. Failure to notify broker may result in a fine for noncompliance with MLS rules.

- 1) A listing in the Multiple Listing Service for until sold with unlimited changes
- 2) 15 photos submitted to the MLS- Photos provided by Seller.
- 3) Listing on Realtor.com, FlatList.com and any other real estate websites that carry MLS listings
- 4) Required Disclosures (Lead Based Paint if built prior to 1978 and Seller's Property Disclosure Statement)

**Check additional items as needed:**

\_\_\_\_\_ **\$100 Electronic MLS Lock Box rental**

\_\_\_\_\_ **\$75 Sign Posting including white yard arm, for sale sign and blank rider for Seller's number**

\_\_\_\_\_ **\$25 Flyer Box** (will be installed on sign if sign installation is available)

\_\_\_\_\_ **\$25 For Sale Sign and blank rider for Seller's Number-Seller to post at the property.**

\_\_\_\_\_ **\$15 Directional Arrows - Quantity \_\_\_\_\_**

\_\_\_\_\_ **\$25 Flyer created and emailed to Seller in .pdf format to print as needed**

\_\_\_\_\_ **\$25 Add up to 1000 characters of comments to each of your uploaded photos.**

**Please send the photos numbered with the referenced comments numbered accordingly via email.**

**\*\*IF YOU CHOOSE BROKER ASSISTANCE, THE AGENT REMARKS IN YOUR LISTING WILL REFLECT THAT YOU HAVE CHOSEN THIS ASSISTANCE AND IT WILL BE REQUESTED THAT ALL OFFERS ARE FAXED TO US DIRECTLY.**

\_\_\_\_\_ **BROKER ASSISTANCE with offers for \$950 at close of escrow-available with Option One or Two**

If you choose this option, you will be charged \$950 at close of escrow and it will be paid from your sale proceeds. This is in addition to the buyer's agent commission you chose to pay. If the property fails to close, you will NOT pay this.

Includes the following:

Assistance with offers, counter-offers, communications with Buyer's agent, confirmation of escrow setup, inspection addendum and response support, title insurance order, Disclosure receipt verification, etc. If Seller chooses to sign or deliver any contracts without review of Broker, Seller will hold Broker harmless for any loss or damage that may occur. NOTE: If seller's property fails to close, the \$950 is NOT due. If seller sells to their own buyer not working with an agent, Flat List RE DOES NOT assist with those transactions for the \$950 fee.

\_\_\_\_\_ **BUYER REBATE - Receive up to 1/2 of the buyer's agent commission**

If you will need to buy another property in either Hawaii, Washington or Arizona AND YOU ARE NOT represented by another agent, you can receive a rebate of up to half of the offered buyer broker commission. On a \$400,000 home purchase, the rebate amount could be as much as \$6,000.

*\*If you check this item, we will call you to discuss the buyer rebate program and answer your questions*

**Final Instructions and Information**

Pay via online order system, call in your order, include your credit card information or we can invoice you through google or paypal.

Online Order Number: \_\_\_\_\_

Invoice my paypal account: \_\_\_\_\_ Invoice my google account: \_\_\_\_\_  
\_\_\_\_\_ I will call in my payment.

If you prefer, you may include your payment information here and we will process in office:

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: \_\_\_\_\_

Email (All notices & forms delivered (pdf) via email.): \_\_\_\_\_

Best Contact Phone Number: \_\_\_\_\_ or \_\_\_\_\_

How did you hear about us? \_\_\_\_\_ If Search Engine, which one: \_\_\_\_\_

If you were referred to us, please tell us their name so that we may send a thank you:

\_\_\_\_\_

Mailing Address for sign, lock box etc. if different than property address.: \_\_\_\_\_

\_\_\_\_\_

**Sign Posting:** Your sign will be posted with a blank rider to write your phone number. Please provide specific sign posting instructions, if any, below; location staked, specific type required by HOA, etc.:

\_\_\_\_\_

**Marketing remarks:** Email the following to [wahomes@flatlist.com](mailto:wahomes@flatlist.com); marketing remarks up to 500 characters including spaces and punctuation, driving directions up to 200 characters including spaces and punctuation, photos in jpeg format no larger than 1MB each. Include your property address in the subject line.

**Submit Forms:** Make sure each page is initialed and/or signed and fax to our fax line 1-866-594-0963.

\*Please allow one business day for your listing to be input into the MLS. You will receive a copy of the listing via email as well as follow up instructions on making changes to your listing, disclosures, etc.

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

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Flat List RE: \_\_\_\_\_ Date: \_\_\_\_\_