



Found on the web at: FlatList.com

Flat Listing Fee MLS Forms and Instructions

- 1) Attached is the Exclusive Agency Listing Agreement. You will also need the Data Input Sheets that are appropriate for your property type.
- 2) Complete the data 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 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)

Flat Listing Fee - Exclusive Agency Listing Agreement

The undersigned _____ (“Seller”) grants Flat List RE (FlatListingFee.com, Inc.) (“Broker”) from date hereof, until midnight of _____, (1 year if not filled in-free extensions if not sold) the exclusive right to sell or exchange the real property (“Property”) commonly known as _____ in the city of _____, County _____, State of Washington, Zip _____ in the RMLS hereafter referred to as the Multiple Listing Service and/or MLS for a non-refundable listing fee payable at the time the property is listed.

IT IS AGREED BETWEEN THE SELLER AND BROKER AS FOLLOWS:

- 1) **Terms of Sale:** The list price shall be: \$ _____ unless changed by written notice.
- 2) **Agency Relationship:** Owner agrees and understands that Broker will act as an agent of the Seller in the capacity as described in this agreement. Seller understands that services are limited to the services as described in this agreement and/or as listed under Package Options and Services.

The Law of Real Estate Agency: Seller acknowledges that they have received a pamphlet entitled “The Law of Real Estate Agency” available on Broker’s website located at: www.FlatList.com.

- 3) **Seller(s) warrants he/she has the right to sell the Property:** Seller is the Owner of record of the Property and/or has full authority to execute this Contract. **Seller warrants that the Property information supplied to Broker is correct.** Seller warrants that the property is free of encumbrances except as set out in documents of record. Seller understands that Broker and other members of the Multiple Listing Service (MLS) will make representations to prospective buyers based on the Property information supplied by Seller. Seller agrees to indemnify and hold Broker and other members of the MLS harmless in the event the foregoing warranties and representations are incorrect.

- 4) **Flat Listing Fee:** Seller understands that the flat fee that they have paid to Flat List RE upon execution of this Agreement, is a non-refundable fee and Seller agrees and understands the following:

Make property information available to the Multiple Listing Service (MLS):

It is understood that Flat List RE is a member of the RMLS and will submit this listing to the RMLS. Flat List RE is not required to market the property other than submitting the listing to the MLS Seller may advertise the property for sale at Seller’s sole expense. (See clause 7.)

Information will be available to websites with access to the MLS listings:

Seller understands Realtor.com and other real estate companies 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.

Transaction Process:

Seller will be responsible for delivering to Buyer’s Agent the Seller’s Property Disclosures, 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(s) if no key box is rented. Seller is to notify the Broker **within twenty-four hours** if a purchase offer has been accepted by seller. If Seller signs a purchase agreement, without the knowledge of the broker, then Seller will indemnify and hold harmless Flat List RE and its agents, brokers and/or owners from any claims that may arise.

- 5) **Pricing Property:** 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 price opinions. In addition, Seller understands that Flat List RE will not view or inspect property. Flat List RE accepts all information submitted by Seller as true and accurate and has no obligation to verify.

- 6) **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.

- 7) **Seller 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". Any advertisement shall direct calls to the Seller directly. Seller further acknowledges that noncompliance constitutes breach of this contract.
- 8) **Sale of Property:** Seller shall promptly inform Broker, in writing, of any change of the sale price of the Property and/or any other material change in the terms of the sale and/or availability of the Property. In order for Listing Broker to comply with applicable Multiple Listing Service rules, Seller agrees to notify Broker of the sale status of the Property within 24 hours of acceptance of any offer including identity of all parties, price, terms of sale, acceptance of a contingent offer, property sold subject to an inspection, property sold pending closing, property sold and sale has closed. All of this information is necessary to stay in compliance with multiple listing service regulations by keeping the database complete and accurate.
- 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 and agrees that the Broker and/or Flat List RE, have not given any such advice.
- 11) **Cancellation of Listing:** Seller may cancel or change their listing at anytime without charge upon written notice. If Seller cancels their listing, the listing fee is non-refundable, regardless of the reason.
- 12) **Lockbox:** A Lockbox designed as a repository of a key to the above premises may be purchased. If Property is not Seller occupied, Seller shall be responsible for obtaining occupants' written permission for use. Neither Listing nor Selling Broker, the Multiple Listing Service, nor any Board Association of Realtors is an insurer against theft, loss, vandalism or damage attributed to the use of Lockbox. Seller is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a Lockbox is being used and obtaining appropriate insurance.
- 13) **Facsimile and E-mail Transmission:** Facsimile and/or E-Mail transmission of any signed original document or notice, and retransmission of any signed facsimile and/or E-mail transmission or notice, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile and/or E-mail transmitted signatures by signing an original document.
- 14) **Seller's Property Disclosure Statement:** Unless Seller is exempt, Seller shall provide to Buyer's Broker and/or Buyer upon receipt of an offer, a completed and signed Seller's Disclosures which will be provided to Seller by Flat List RE, at no charge. Seller agrees to indemnify, defend and hold Broker harmless from and against any and all claims that the information Seller provides on the disclosure statement.
- 15) **Lead-Based Paint:** If any Premises structure was built before 1978, Seller shall provide a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S. Department of Housing and Urban Development. This form is available from Flat List RE, at no additional charge.

- 16) **FIRPTA:** If applicable, Owner agrees to complete, sign and deliver to the escrow company a certificate indicating whether Owner is a foreign person or non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA).
- 17) **Subsequent Purchase Offers:** Broker acknowledges that Seller has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Seller understands that any subsequent offers accepted by Seller must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier offers. Within 24 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Seller and purchaser, Broker shall change the status of the Listing from "active" to "sale pending" in the MLS system.
- 18) **Disclaimer/Seller's Insurance:** Neither Broker, the Multiple Listing Service, any board of Realtors, nor any members 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 to via Lockbox.
- 19) **Money Back Guarantee:** If for any reason whatsoever Seller choose to use a traditional real estate agent, Seller may request Flat List RE to refer Seller's listing to an agent serving that area and Seller will receive a full rebate of the Broker's Listing Fee paid hereunder upon the closing of escrow with that agent. If Seller chooses to list with a Broker other than one referred by Flat List RE, the refund of full rebate shall NOT apply.
- 20) COMMISSIONS PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OF REALTORS OR MULTIPLE LISTING SERVICE OR ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE CLIENT.
- 21) **In the event of a forfeiture of earnest money in relation to this listing agreement, Flat List RE makes no claim to such earnest money and Flat List RE will receive 0% of such earnest money.**

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 w/MLS rules.

- 1) A listing in the Multiple Listing Service for until sold with unlimited changes
- 2) 16 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:

- \$150 Electronic MLS Lock Box rental-\$50 is refundable when Lock Box is returned**
- \$75 Sign Posting including white yard arm, for sale sign and blank rider for Seller's number**
- \$25 Flyer Box installed on yard arm**
- \$25 Flyer created and emailed to Seller in .pdf format to print as needed**

You may purchase custom signs with your phone number, directional arrows, open house signs and info-tubes online using the link below. Please note that this is a direct purchase from a sign company who we have contracted to provide you directly with signs. For all questions on signage ordered through this site, please call them directly using the number on their site.

<https://www.buildasign.com/store/flatlist>

****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

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.

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.:

_____ 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*

Marketing remarks: Email the following to wahomes@flatlist.com; marketing remarks up to 380 characters including spaces and punctuation, driving directions up to 72 characters, 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: _____