

## GETTING STARTED with FlatList.com



Thank you for choosing FlatList.com for your MLS services. I have included a checklist to streamline the listing process. HOWEVER, feel free to call me anytime if you have questions, I am available Mon.- Fri., 8:00 AM to 5:00 PM, Hawaii time. Email [hihomes@flatlist.com](mailto:hihomes@flatlist.com) or call Stacie at 1-866-215-5265.

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | <p><b>1: Complete The Flat Listing Fee Agreement</b> attached. This agreement allows sellers to retain the right to sell the home themselves. (5 pages).</p>   |
| <input type="checkbox"/> | <p><b>2: Download and complete Listing Input Form</b><br/>                 This form has all the information about the property and its features. This data is used to create your listing in the MLS and much of this information is swept to public websites. When there is multiple choices on the forms, those are the only options in that field. This form is available on our website, <a href="http://www.HawaiiFSBOMLS.com">www.HawaiiFSBOMLS.com</a> under the List Now page. Download the input form based on the Island and property type. There may be info. on these forms you will not know, please leave the fields that you do not know blank, we will email you if we have questions.</p>  |
| <input type="checkbox"/> | <p><b>3: Marketing Remarks</b><br/>                 Email marketing remarks to <a href="mailto:hihomes@flatlist.com">hihomes@flatlist.com</a>. We are limited to the following character count based on the MLS that your property will be entered:<br/>                 HiCentral MLS (Oahu): 400 characters including spaces/punctuation<br/>                 HIS (Big Island &amp; Kauai): 2000 characters including spaces/punctuation<br/>                 Maui Paragon MLS (Maui, Lanai, Molokai): 1000 characters including spaces/punctuation<br/> <b>IMPORTANT:</b> HIS &amp; Maui Paragon do not allow a phone number, a web address and/or an email in this section as the MLS does not allow it.* Your contact info. will be listed in the seller fields in the MLS so agents can contact you. We send all buyer emails/leads to your email.<br/>                 *Hi Central MLS (covers Oahu) <b>DOES</b> allow the seller's phone number in this section.</p> |
| <input type="checkbox"/> | <p><b>4: Photos</b><br/>                 Email TEN photos in jpeg format, to <a href="mailto:hihomes@flatlist.com">hihomes@flatlist.com</a>.<br/> <b>NOTE:</b> You may send these in one email along with the marketing remarks. Please be sure to put your address in the subject field</p>   |
| <input type="checkbox"/> | <p><b>6: Payment</b><br/>                 Choose one of the payment methods on the 6th page of listing agreement</p>   |
| <input type="checkbox"/> | <p><b>7: Submitting MLS Forms for Input</b><br/>                 Please make sure all forms are completed and signed.<br/>                 Fax the Listing agreement and data input form to my confidential, toll free fax line, 1-866-594-0963. If you prefer, you may scan/email the forms to me at <a href="mailto:hihomes@flatlist.com">hihomes@flatlist.com</a></p>   |

### What to Expect After Submitting Forms

- Within one business day, I will create and activate your MLS listing; your data, contact info. and photos become immediately viewable to agents; I will then email you a complete copy of the MLS listing to review. At that time, you may email any changes/corrections. Along with this email, you will receive disclosures, a change form for future changes and other info. based on the package you purchased.
- You may purchase customized for sale signs at [www.BuildASign.com/store/flatlist](http://www.BuildASign.com/store/flatlist)
- Most of our communication is via email and we ask that you check your emails frequently. If you have a question or a request, please email us at [hihomes@flatlist.com](mailto:hihomes@flatlist.com). We look forward to working with you. **Mahalo! Stacie Whitfield, Principal Broker/Realtor 1-866-215-5265**



1-866-215-5265

FlatList.com

**Hawaii Exclusive Agency, Limited Service & MLS Advertising Agreement**

**Seller's Name:** \_\_\_\_\_

**Property Reference or Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**TMK: Div: Zone: Sec: Plat: Parcel: CPR: (if applicable)**

**AGENCY DISCLOSURE(S):** Seller hereby authorizes FlatListingFee.com, Inc. (Broker) dba Flat List RE (hereafter referred to as Broker) to list the property in the multiple listing service (MLS) for a flat listing fee as referenced in the "MLS Flat Listing Fee Options" of this agreement. This listing shall commence on listing input date and expire \_\_\_\_\_ (one year from signature date if not filled in). Seller understands that Broker is a "Fee for Service" real estate company AND by signing this agreement, Seller will become a CUSTOMER and is NOT represented by Broker. This service is limited to providing a listing of Seller's property on the local MLS ONLY. Flat List RE and its Licensees **DO NOT AND WILL NOT** represent Seller in any capacity before, during or after the sale, unless Seller has chose the \$950 due at closing for assistance with offers (see page 5). Seller understands that the Flat Listing Fee/Advertising Fee that Seller has paid to Broker upon execution of this Agreement, is a non-refundable advertising fee for the submission of the listing to the MLS. Seller is advised to obtain professional, legal advice before signing contracts, including, but not limited to this contract, to ensure that all contractual obligations are met. Broker does not practice law and does not offer legal advice.

**Listing Price: \$** \_\_\_\_\_ **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. Broker does not offer market analysis or appraisals and has not given such advice. In addition, Seller understands that Broker will not view or inspect the property. Seller must provide a Real Property Disclosure Statement to the Buyer within 10 days of acceptance of an offer, unless otherwise agreed in writing. Broker shall provide the disclosure forms to Seller via email upon listing.

**1. Compensation to Buyer Broker:** Seller agrees to pay a Cooperating Broker (Buyer's Agent), in US Dollars \_\_\_\_\_ (% of purchase price or dollar amount) on the occurrence of a Buyer Broker procuring a Buyer who offers to purchase the Property at the above price, or any price and terms acceptable to Seller, during the Listing Period or any extension thereof. The Buyer Broker commission is NON-NEGOTIABLE AND IRROVOCABLE. Seller reserves the right to sell the Property to their own Buyer NOT procured by a Real Estate Broker, and in such case, the Seller shall pay no commission. If Seller finds their own Buyer, Seller is advised to assure that the Buyer was not brought to the attention of the Property by an Agent or the Seller will be obligated to pay the above Buyer's Agent commission to that Agent. 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. Seller agrees to indemnify and hold harmless Flat List RE, its' broker and/or agents from any commission claim brought by Buyer's Agent. Seller is advised to maintain a registration log of all showings that should include Buyer's Name, their contact number and date/time of showing as well as all Buyer's Agents and their clients.

**2. Seller's Initials if home is built PRIOR to 1978:** \_\_\_\_\_  
If any structure on the property 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. Broker will provide the Lead Based Paint Disclosure Form for no additional charge via email. Seller shall complete the form and fax to the Broker with this listing for the file. More information and forms are available at <http://www.epa.gov/lead/>. Broker shall email a Lead Based Paint Disclosure Form to Seller upon listing.

3) **Ownership, Title and Authority:** Seller warrants that 1) Seller is the owner of the Property, 2) no other persons or entities have title to the Property; and 3) Seller has the authority to execute this Agreement and to sell the Property.

Exceptions to ownership, title and authority are as follows, if any: \_\_\_\_\_

4) **Items included or excluded:** Unless otherwise specified in the sales contract, all fixtures attached to the Property are included. Personal property items are excluded.

5) **Escrow:** A bonded company shall be employed to help with the conveyance of the Property. Seller hereby irrevocably assigns to Selling Brokerage Firm (Buyer's Agent's Broker) the compensation specified by seller on #1 of this agreement and any agreed upon general excise tax from Seller's funds and proceeds in escrow.

6) **Brokerage Firm's Obligations:**

a) **Reasonable efforts:** Brokerage Firm agrees to exercise reasonable effort and due diligence to achieve the purposes of this contract. Brokerage Firm is not responsible for the care or control of Property.

b) **Advertising:** Brokerage Firm is not required to advertise the property, EXCEPT by submission to the MLS. Broker will provide a "For Sale" sign with a blank rider for Seller's contact number.

c) **Buyer's Deposit:** Brokerage Firm will not accept deposits from any person on behalf of Seller. Seller and/or Buyer's Agent shall set up escrow and/or hold deposits as set forth in the Purchase Contract.

d) **Sex Offender Registration ("Megan's Law"):** Hawaii has enacted a law requiring sex offenders to register with the State Attorney General's office. Brokerage Firm makes no representation as to whether the public has access to this information. Brokerage Firm is not required by law to provide information regarding sex offenders.

7) **Seller's Representations:** Seller represents that, unless otherwise specified in writing, Seller is not aware of any of the following and Seller shall promptly notify Brokerage Firm in writing if Seller becomes aware of any of these items during the Listing Period, or any extension: a) Notice of Default against the Property; b) Delinquent amounts due under any loan or other obligations secured by the Property; c) Bankruptcy, insolvency or similar proceeding affecting the Property; d) Litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and e) Current, pending or proposed special assessments affecting the Property.

8) **Disclosure of Material Facts:** There is a general obligation under the Hawaii law for a Seller to disclose any fact which could be deemed to be material to a prospective Buyer of any property offered for sale, including vacant land, commercial property, as well as residential property. There is also a specific law in Hawaii (Chapter 5080, Hawaii Revised Statutes) requiring disclosure of material facts in the sale of any residential property. Under Hawaii law, the Seller is obligated and hereby agrees to give a written disclosure statement to a Buyer containing any fact, defect, or condition, past or present, that would be expected to measurably affect the value of the Property to a reasonable person. Such disclosure statement shall be prepared in good faith and with due care and shall disclose all material facts relating to the Property that: (i) are within Seller's knowledge or control; (ii) can be observed from visible, accessible areas; or (iii) are required by Section 508D-15 of the Hawaii Revised Statutes. Section 508D-15 of the Hawaii Revised Statutes provides that when the Property lies: (i) within the boundaries of a special flood hazard area as officially designated on Flood Insurance Administration maps promulgated by the appropriate Federal agencies for the purposes of determining eligibility for emergency flood insurance programs; (ii) within the boundaries of the noise exposure area shown on maps prepared by the Department of Transportation in accordance with Federal Aviation Regulation Part 150-Airport Noise Compatibility Planning (14 Code of Federal Regulations Part 150) for any public airport; (iii) within the boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy or Marine Corps airport as officially designated by military authorities; or (iv) within the anticipated inundation areas designated on the Department of Defense's Civil Defense Tsunami Inundation Maps; subject to the availability of maps that designate the four areas by tax map key, SELLER must include

this information in the disclosure statement. Seller understands that purposely or negligently failing to comply with this disclosure law may result in liability for damages. Seller further understands that if a written disclosure statement is not provided, or if inspection of the Property by a third party reveals facts inconsistent with or contradictory to Seller's disclosure statement, Hawaii law requires that Brokerage Firm disclose those facts to Seller, Buyer and Buyer's agent. This obligation of disclosure limits Brokerage Firm's agency duty of confidentiality. Seller also understands that if, after Seller's disclosure statement has been delivered to Buyer and prior to closing, Seller becomes aware of information which was not previously disclosed or which makes any statement in the disclosure statement inaccurate and said information directly, substantially, and adversely affects the value of the Property, then Seller shall provide an amended disclosure statement, in writing, to Buyer within ten (10) days after the discovery and in no event later than twelve noon on the last business day prior to the recorded sale of the Property.

9) **Leasehold Disclosure:** If the Property is leasehold, Seller agrees to provide, at Seller's expense, a current leasehold disclosure as required by Hawaii State law. Seller is responsible for ordering such a disclosure from a qualified professional, if such professional service is available.

10) **Indemnification/Hold Harmless:** Seller agrees by signing this agreement to indemnify, release, hold harmless without recourse, and to defend Broker and its agents from and with respect to, a) any misrepresentations, errors or omissions relating to the condition or title to the property; b) and breach of any of Seller's obligations under this Authorization, including, but not limited to, Seller's commitment to pay any specified Buyer's Broker commission; c) any issue related to showings, accessibility, lockboxes or property access. 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 Broker whether incurred in connection with the defense of any claims asserted in any arbitration or other proceedings, or otherwise.

11) **Professional Advice:** Seller is advised to consult an attorney, accountant or other appropriate professionals. Seller is not relying upon Brokerage Firm for any such advice.

12) **Key Safe & Securing Valuables:** Seller may opt to utilize our Key Safe service. However, if Property is not Seller occupied, Seller shall be responsible for obtaining occupants' written permission for use of the key safe. Neither Broker, Buyer Broker or the MLS and/or Realtor® Association is an insurer against theft, loss, vandalism or damage attributed to the use of key safe. Seller is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a key safe is being used and obtaining appropriate insurance. Seller agrees to secure all valuables and will instruct any occupants to secure their valuables. Brokerage Firm will not be responsible for any valuables, or for loss or damage to real or personal property.

13) **Offers:** Seller agrees to consider all offers presented by Buyer Broker and to act in good faith to sell the Property.

14) **Costs:** Seller shall pay the following costs, if incurred: (1) customary closing costs; (2) Seller's legal fees; (3) fees for expert or specialized services; (4) costs of homeowner association documents; and (5) any other costs agreed to by Seller.

15) **Release of Information:** (1) Seller authorizes Escrow to obtain any information regarding mortgage balances, lease rents, maintenance fees, property management, collection accounts, property taxes or like items. This information may be provided to any prospective Buyer. (2) Seller hereby consents to publication of listing and other data in the MLS and to the use of this information for market studies, service to the public, and advice to clients or customers. Seller understands that Brokerage Firm is obligated to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional public Internet sites unless Brokerage Firm gives the MLS instructions to the contrary.

16) **Seller's Affirmations:** (a) Property Information. To the best of Seller's knowledge, the information on the Listing Input Data Form is correct. If any information on the data form is known to Seller to be incorrect or incomplete, Seller shall be fully responsible for any actions and costs to cure. (b) **Fair Housing Laws.** Seller understands that it is illegal to discriminate against prospective Buyers on the basis of race, sex, including gender identity or expression, sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, or human immunodeficiency virus infection. (c) **Mediation and Arbitration.** If any dispute or claim in law or equity arises out of this Agreement, and the parties are unable to resolve the dispute, Seller agrees to attempt in good faith to settle such dispute or claim by non-binding mediation through the Local Board of REALTORS® or, in the event the Local Board of REALTORS® does not provide mediation services, then through a mutually agreed upon

mediator. If the mediation is not successful, then Seller will consider arbitration and may seek legal counsel to make this determination. It is understood that if both parties are involuntarily named as defendants in a lawsuit by a third party in any matter arising out of this Agreement, this paragraph shall no longer be binding on either party.

17. **FIRPTA:** Withholding Required If Seller Is A Foreign Person. Under the Internal Revenue Code, if Seller is a foreign person or entity (nonresident alien, corporation, partnership, trust or estate), then Buyer is generally required to withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate Internal Revenue Service ("IRS") form to the IRS. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the IRS.

18. **HARPTA:** Withholding Required If Seller Is A Non-Resident Of The State Of Hawaii. Under Hawaii law, if Seller is a non-resident person or entity (corporation, partnership, trust or estate) of the State of Hawaii, Buyer must withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate form to the State Department of Taxation. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the State Department of Taxation.

19. **Conflict in Terms:** Any handwritten word in this Listing Agreement prevails over any typed or printed word. Any typed word prevails over any printed word. Any special term prevails over any standard term.

20. **Indemnification:** Seller agrees to indemnify, defend and hold Brokerage Firm harmless from all claims, disputes, litigation, judgments, and attorney's fees arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose.

21. **Notification of Mutual Acceptance:** In order for Broker to comply with applicable MLS rules, Seller shall notify Broker within 24 hours of acceptance of a contract. Seller MUST provide the contract to Broker by faxing toll free at 1-866-594-0963. If the sale does not close, the MLS Listing will be reactivated at no additional charge. If Broker is fined by the MLS for not reporting the sale due to the failure of Seller notifying Broker of an accepted offer, then Seller shall reimburse Broker for such fine, not to exceed \$500.

22. **Internet Listings:** Seller agrees and acknowledges Broker has no control over internet websites incorrectly posting or incompletely posting Seller's MLS Listing and that Broker has no control on the time frame for the listings to appear and/or the information displayed on any websites. Seller agrees any internet listing is not guaranteed and holds Broker harmless from any misrepresentation, errors or omissions.

23. **Changes and/or Cancellation of Listing:** Seller may extend or make changes to their listing at anytime without charge. All changes must be in writing using the change form supplied to Seller from Broker. Seller may cancel their listing at anytime, without charge, however, if Seller cancels their listing, the LISTING FEE IS NON-REFUNDABLE, regardless of the reason for cancellation. If Broker elects to terminate this agreement, Broker shall promptly refund the Flat Listing Fee/Advertising Fee paid to Broker hereunder, less \$100 for expenses incurred by Broker.

24. **Public Internet Sites:**

Seller acknowledges that Seller has read, understands, and accepts this Agreement. Seller represents that if Seller is a trust, corporation, partnership, or other legal entity, the person signing below has the authority to sign on behalf of Seller. Seller acknowledges receipt of a complete copy of this Listing Agreement and Data Input Form.

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Broker's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CHECK THE FLAT LIST.COM OPTIONS AS NEEDED**

\_\_\_\_\_ **\$299 - MLS Entry Only (Limited Service-Multiple Listing Advertising Service)**

***Includes the following:***

- 1) A listing in the Multiple Listing Service for up to one year. Seller may cancel anytime without charge, however, the flat listing fee is non-refundable if Seller cancels.
- 2) Unlimited changes to listing (we will provide you with a change form upon listing)
- 3) Photos, up to 10 to be provided by Seller for upload to the MLS
- 4) Realtor.com Listing with photo gallery of four photos
- 5) State/Federal Required Disclosures
- 6) Your MLS listing will appear on hundreds of real estate websites that show MLS listings

\_\_\_\_\_ **\$25 Flyer** to be emailed to seller in PDF format to print as needed

\_\_\_\_\_ **\$50 Key Safe** (non-MLS box that seller sets a 4 digit code and gives to agents to show)

\_\_\_\_\_ **\$25 Two Directional For Sale Arrows** (does not include stakes)

\_\_\_\_\_ **\$199 - RENTAL - MLS Entry Only of a rental listing (includes #1,2,4,6 above) \***

\*If this option chosen, then Seller is replaced by Lessor and Buyer is replaced by Lessee in this contract.

\_\_\_\_\_ **BROKER ASSISTANCE with offers for \$950 DUE 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.

**Broker (Stacie Whitfield) Assistance 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. Assistance is provided Monday through Friday from 9am to 5pm. Seller understands that this assistance is limited to these time frames and understands that all offers received during evening or weekend hours will be reviewed by broker the following business day. 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.

Seller has read and agrees to the terms of this agreement and authorizes Flat List RE to list the subject property in the Multiple Listing Service with the information Seller has provided on the data forms.

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Broker's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CONTACT AND PAYMENT INFORMATION**

YOUR EMAIL: \_\_\_\_\_ @ \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

MAILING ADDRESS (if different than property address) : \_\_\_\_\_

HOW DID YOU HEAR ABOUT US: \_\_\_\_\_

**We offer a BUYER REBATE - Receive 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, we will write the offer for you and give you 1/2 of the commission that the seller is paying to the buyer's agent. For instance, if the final sales price is \$400,000 and the seller is offering a 3% commission in the listing, we would write you a check for \$6000 after closing. We offer this service in Hawaii, Arizona and Washington State, where we are brokered and buyer rebates are allowed. *\*We will call you to discuss the buyer rebate program and answer your questions.*

\*\*\*If you are interested in the Buyer Rebate, write the city/state where you will be buying.

**PAYMENT: Please indicate how you want to pay**

Invoice me through Pay Pal

\*List an email where to send the invoice (we will activate your MLS listing upon payment)

\_\_\_\_\_ @ \_\_\_\_\_

Pay by Visa, MasterCard or Discover. Enter info. Below

-----OFFICE TO DESTROY BELOW THIS LINE-----  
*(We accept visa, mastercard and discover card. We do not accept American Express) If you want to pay by American Express, then choose to be invoiced through Google or Pay Pal above.*

Name on Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Three Digit Code on reverse side of card: \_\_\_\_\_

Billing Street Address for Card: \_\_\_\_\_ Zip: \_\_\_\_\_

**Card Holder Signature:** \_\_\_\_\_

This Agreement shall serve as receipt for the non-refundable, Flat Listing Fee.