



WVMLS Forms and Instructions

Thank you for choosing FlatList.com. We look forward to assisting you!

- 1) The Exclusive Agency Listing Agreement is attached here. This agreement reserves the right for you to sell your property as a for sale by owner. Please read, complete, sign/initial and include payment instructions.
- 2) Complete the WVMLS Listing Profile Sheet appropriate for your property type 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) Fax all pages, to our confidential fax line 1-866-594-0963. You may also scan and email to orhomes@flatlist.com. If you want your property in the MLS by the weekend, please submit all information to us no later than 10:00 am on Friday.
- 4) Next, email to orhomes@flatlist.com the following: marketing remarks up to 500 characters including spaces and punctuation; driving directions up to 200 characters including spaces and punctuation; up to 16 photos in jpeg format. Please include your property address in the subject line.
- 5) Please note that we will not input the listing into the MLS until all items listed above are received. You will receive an email from us with a copy of your listing within one business day of sending your MLS forms, data and photo.
- 6) If you are planning on posting for sale by owner signs, please let us know that you need our small brokerage firm sign to comply with the REA rules on signage. If you are not posting any signage, you do not need to post this.
- 7) We will email you appropriate disclosures and a change form for change requests.
- 8) Please allow up to 3 days after listing your property in the MLS for your listing and/or photos to start appearing on public websites such as Realtor.com.

Thanks You!

Angela Heit, Principal Broker
Flat List RE
FlatList.com
Listing for a flat fee since 1999
1-866-610-1261 toll free
1-866-594-0963 toll free (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 _____, (expiration date-one year if not filled in) the exclusive right to sell or exchange the real property (“Property”) commonly known as _____ in the city of _____, County _____, State of Oregon, Zip _____ in the Multiple Listing Service hereafter referred to as the MLS for a non-refundable listing fee payable at the time the property is listed. The flat fee paid is based on the package chosen.

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.

The Law of Real Estate Agency: Seller acknowledges that they have received a pamphlet entitled “Oregon Real Estate Agency Disclosure Pamphlet” 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 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:

- a) **Make property information available to the Multiple Listing Service (MLS):** It is understood that Flat List RE is a member of the RMLS, SOMLS and the WVMLS and will submit this listing to the most appropriate MLS. Flat List RE is not required to market the property other than submitting the listing to the MLS.
- b) **Transaction Process:** Seller will be responsible for making the property available for showings, appraiser, inspector, buyer and their agent(s). If seller does not choose assistance with transactions as marked as an option on this agreement, 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, title report, legal description, as well as all other documents involved in the sale of Seller’s property. Seller is to notify the Broker **within twenty-four hours** if a purchase offer has been accepted by seller. Seller understands that they are responsible for all negotiations and communications with Buyer and or Buyer’s agent and that Flat List RE relationship with Seller is limited to the advertising services as listed in this agreement. Seller understands they may sign a purchase contract with or without consultation with Flat List RE, and Seller will indemnify and hold harmless Flat List RE and its agents, brokers and/or owners harmless from any claims that may arise in relation to such purchase contract.

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 Initial: _____ Seller Initial: _____

Seller shall indemnify and hold harmless Flat List RE and its agents, designated brokers and/or owners from such claims and expenses.

7) 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 MLS 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. If Seller fails to notify Flat List RE and Flat List RE incurs a fine due to rules violation, Seller agrees to pay such fine within 30 days of written notice from the MLS.

8) 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.

9) 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.

10) Cancellation of Listing: Seller may cancel, extend or change their listing at anytime upon written notice. If Seller cancels their listing, the listing fee is non-refundable, regardless of the reason for cancellation.

11) Lockbox: An Electronic Lockbox designed as a repository of a key to the above premises may be leased for the term of the listing. If Property is not Seller occupied, Seller shall be responsible for obtaining occupants' written permission for use of the Lockbox. 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.

12) 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.

13) 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.

14) 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.

15) 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).

16) 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.

17) 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 the Lockbox.

Seller Initial: _____ Seller Initial: _____

18) 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.

19) _____ 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" and/or the MLS listing number. Seller further acknowledges that noncompliance constitutes breach of this contract.

20) 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.**

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.

____ **\$299 OPTION ONE - MLS Advertising Service**

*No assistance with the transaction. Seller MUST notify Flat List RE within 24 hours of entering into a contract to purchase with a buyer.

Includes the following services:

- 1) A listing in the Multiple Listing Service for one year with unlimited changes including free extensions to listing prior to expiration.
- 2) 16 photos submitted to the MLS – Photos provided by Seller.
- 3) Listing on Realtor.com, FlatList.com and many other real estate websites
- 4) Required Disclosures (Lead Based Paint if built prior to 1978 and Seller's Disclosure Statement)

Seller is required to provide Broker with all documents relevant to the sale of their property **within 24 hours**.

Check additional items as needed:

____ **\$100 Electronic MLS Lockbox**

____ **\$25 Flyer Box**

____ **\$25 Color Flyer emailed to Seller to print as needed**

____ **\$15 (each) Directional Arrow(s) Quantity: _____**

____ **\$25 Flat List RE for sale sign, blank rider for Seller's number mailed to Seller**

____ **\$75 Professional Yard Arm Posted at property with sign and blank rider for Seller's number**

****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 sells to their own buyer not working with an agent, Flat List RE DOES NOT assist with those transactions for the \$950 fee.

Seller Initial: _____ Seller Initial: _____

Final Instructions and Information

If you have not already paid via our payment cart, you may phone in your order, pay via invoice or enter payment information here:

Invoice paypal account via this account name: _____

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: _____

How Did You Hear About Us: _____

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

Best Contact Phone Number: _____ or _____

Mailing Address: _____

Specific sign posting instructions if you chose sign posting _____

Marketing remarks: Email the following to orhomes@flatlist.com; marketing remarks; driving directions; photos in jpeg format. Include your property address in the subject line.

Submit Forms: Fax or email to us. Fax: 1-866-594-0963 Email: ORHomes@FlatList.com
If you want the property listed for the weekend, submit all information to us by 10:00 am on Friday.

*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: _____