

Best Choice
R E A L T Y
**SELLER EXCLUSIVE BROKERAGE SERVICE
AGREEMENT**

This Seller Exclusive Sale and Listing Brokerage Services Agreement (the "Agreement") is made by and between _____ ("Seller") and _____, a Washington Limited Liability Company ("Listing Firm" or "Firm") with regard to the real property commonly known as _____, City _____, County _____, WA, Zip _____; and legally described on Exhibit A (the "Property").

1. **DEFINITIONS.** (a) "MLS" means the Northwest Multiple Listing Service' (b) "Other Firm(s)" means multiple listing services in the state of Washington other than the MLS (c) "Third-Party Firm(s)" means multiple listing services outside of the state of Washington; and (d) "sell" includes a contract to sell; an exchange or contract to exchange; or an option to purchase. Listing Firm need not submit to Seller any offers to lease, rent, or enter into any agreement other than for sale of the Property.
2. **TERM.** Seller hereby grants to Listing Firm the exclusive right to list and sell the Property from the date of mutual acceptance of this Agreement ("Effective Date") until midnight of _____ ("Listing Term"). If this Agreement expires while Seller is a party to a purchase and sale agreement for the Property, the Listing Term shall automatically extend until the sale is closed or the purchase and sale agreement is terminated.
3. **AGENCY.**
 - a. **Listing Broker.** Listing Firm appoints _____ ("Listing Broker") to represent Seller. This Agreement creates an agency relationship with Listing Broker and any of Firm's managing brokers who supervise Listing Broker ("Supervising Broker") during the Listing Term. No other brokers affiliated with Firm are agents of Seller.
 - b. **Co-Listing Broker.** Listing Firm appoints _____ ("Co-Listing Broker") to represent Seller with Listing Broker. This Agreement creates an agency relationship with Co-Listing Broker and any of Firm's managing brokers who supervise Co-Listing Broker ("Supervising Broker"). No other brokers affiliated with Listing Firm are agents of Seller.
4. **LIMITED DUAL AGENCY.**
 - a. **Listing Broker as Limited Dual Agent.** If initialed below, Seller consents to Listing Broker and Supervising Broker acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller.

SELLER'S INITIALS _____ SELLER'S INITIALS _____
 - b. **Firm Limited Dual Agency.** If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Listing Firm's Buyer's Broker, acting as a limited dual agent.
5. **LIST DATE.** Listing Firm shall submit this listing, including the Property information on the attached Listing Input Sheets and photographs of the Property (collectively, "Listing Data"), to be published by MLS or Other Firm(s) on _____ ("List Date"), which date shall not be more than ninety (90) days from the effective date of the Agreement. Seller acknowledges that exposure of the Property to the open market through MLS or Other Firm(s) will increase the likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Listing Firm and Seller shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller shall not materially interfere with Listing Firm's marketing of the Property.
6. **COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the

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compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Seller sells the Property and the sale closes; or the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay compensation as follows:

a. Listing Firm Compensation.

i. **Percentage of Purchase Price or Flat Fee.** _____% of the sales price, or \$ _____; other: _____; or

ii. **Unrepresented Buyer.** If the buyer is not represented by a Buyer Brokerage Firm, the Listing Firm compensation shall be _____% of the sales price; \$ _____; other _____ (equal to the amount in subsection 6(a)(i) if not filled in).

b. Buyer Brokerage Firm Compensation. Seller acknowledges that offering compensation to a cooperating member of MLS representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Compensation") is not required.

Seller's Offer of Compensation. Seller offers Buyer Brokerage Compensation as follows:

i. **Percentage of Purchase Price or Flat Fee.** _____% of the sales price; \$ _____; or other _____ to Buyer Brokerage Firm, which includes another broker affiliated with Listing Firm who represents the buyer.

ii. **Limited Dual Agent.** If the Listing Broker is a limited dual agent and represents both Seller and the buyer, _____% of the sales price; \$ _____; other _____ (equal to the amount in subsection 6(b)(i) above if not filled in) to be paid to Listing Firm as Buyer Brokerage Compensation.

iii. Buyer Brokerage Compensation shall be paid as set forth above, unless modified by the buyer in a mutually accepted purchase and sale agreement. The offered amount may not be withdrawn or reduced with respect to a buyer after that buyer or the Buyer Brokerage Firm has notified the Listing Firm or Seller of the buyer's intent to submit an offer (and for three calendar days thereafter). Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.

Buyer to Request Compensation in Offer. In lieu of offering a specific compensation amount, Seller invites the buyer to include in the buyer's offer, the amount that the buyer requests Seller to compensate the Buyer Brokerage Firm, which amount must be agreed to by the parties. "Request in Offer" will be displayed in the compensation section of the listing.

No Offer of Compensation. Seller declines to offer and does not intend to pay Buyer Brokerage Compensation. Seller acknowledges that a buyer may still submit an offer that includes an amount that the buyer requests Seller to compensate the Buyer Brokerage Firm. "None" will be displayed in the compensation section of the listing.

c. Expiration of the Listing Term. If Seller shall, within _____ days (180 if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Listing Firm, during the Listing Term, Seller will pay Listing Firm and Buyer Brokerage Firm the above compensation. Provided, that if Seller pays compensation to a member of the MLS, Other Firm(s), or Third-Party Firm(s) in conjunction with a sale, the amount of compensation payable to Listing Firm shall be reduced by the amount paid to such other listing firm and the compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other buyer brokerage firm.

d. Cancellation Without Legal Cause. If Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller

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- pays compensation to another member of the MLS, Other Firm(s) or Third-Party Firm(s). 92
- e. **Additional Consent.** Seller consents to Firm receiving compensation from more than one party, 93
provided that any terms offered to Firm are disclosed as required by RCW 18.86.030. 94
7. **MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm, MLS, and Other Firm(s) to publish the Listing 95
Data and distribute it to other members of MLS, Other Firm(s), and their affiliates and third parties for public 96
display and other purposes. This authorization shall survive the termination of this Agreement. Listing Firm 97
is authorized to report the sale of the Property (including price and all terms) to MLS, Other Firm(s) and to 98
their members, financial institutions, appraisers, and others related to the sale, provided that any terms 99
reported to MLS or Other Firm(s) before the sale closes shall only be used for aggregated, anonymized 100
reports. Listing Firm may refer this listing to any other cooperating multiple listing service at Listing Firm's 101
discretion or a licensed broker who is not a member of a multiple listing service. Listing Firm shall cooperate 102
with all other members of MLS, Other Firm(s), members of a multiple listing service to which this listing is 103
referred, and any licensed brokers who are not a member of a multiple listing service. MLS, Other Firm(s) 104
and Third-Party Firm(s) are an intended third-party beneficiary of this Agreement and will provide the Listing 105
Data to its members and their affiliates and third parties, without verification and without assuming any 106
responsibility with respect to this Agreement. 107
8. **PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to 108
the Property. Such keybox may be opened by a key held by members of MLS, Other Firm(s), their brokers, 109
and affiliated appraiser members of MLS and Other Firm(s). Unless otherwise agreed in writing or as set 110
forth in the attached Listing Input Sheets, Listing Firm, other members of MLS and Other Firm(s) shall be 111
entitled to show the Property at all reasonable times. 112
9. **INCLUDED ITEMS.** Seller agrees to leave with the premises all seller-owned floor coverings, television wall 113
mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, 114
storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, 115
plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, 116
ventilating, cooling and heating systems, all ranged ovens, built-in dishwashers, fuel tanks and irrigation 117
fixtures and equipment, if any, that are appurtenant thereto that are now on or used in connection with the 118
premises and shall be included in the sale unless otherwise provided herein. 119
- Also included: _____ 120
10. **ACCEPTABLE TERMS OF SALE.** (Complete all applicable provisions): Cash Conventional financing 121
 FHA financing VA financing Seller financing purchase with a down payment of not less than 122
\$ _____ and payment of the balance is secured by a Deed of Trust, Mortgage or Real Estate 123
Contract with interest of not less than _____% per annum and installment payment of not less than 124
\$ _____ per _____ including interest. Other acceptable terms and any limitations: 125
_____ (Cash if not filled in). 126
11. **SELLER'S INFORMATION UNDISCLOSED.** (Complete all applicable provisions): Seller hereby requests 127
that Listing Firm impose the following restriction on showing and sale. The Property's listing information 128
included the Property owner's name and current residence location (city and state) which is only made 129
available to other real estate brokers, not the public. Seller requests that Seller's name; Sellers current 130
residence location (city and state) be omitted from the information included in the Property's listing and shall 131
not be made available to other real estate brokers in the listing. Seller understands that Seller's name is 132
available to the public through the county's public records. Buyer's brokers will use the Seller's name from 133
the listing in written offers to purchase the Property. Seller understands that this restriction may delay or 134
complicate the presentation of an offer. Seller also understands that this restriction may inhibit the sale of 135
the Property. 136
12. **PROPERTY CONDITION AND INSURANCE.** Neither Listing Firm, MLS, Other Firm(s), nor any members 137
of MLS, Other Firm(s), or Third-Party Firm(s) to which this listing is referred shall be responsible for, and 138
Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind 139
whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition 140
of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury 141

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- caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that 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, and Seller shall indemnify and hold Listing Firm, and other members of MLS, Other Firm(s) or Third-Party Firm(s) harmless from any related claims. 142-148
13. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Listing Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Listing Firm to use them as contemplated by this Agreement. Seller agrees to indemnify, defend, and hold Listing Firm and other members of MLS, Other Firm(s) and Third-Party Firm(s) harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement herein by this reference) is correct. Seller authorizes Listing Firm to provide the Property information in this Agreement and the attached Listing Input Sheets to prospective buyers, to cooperating members of MLS, Other Firm(s) or Third-Party Firms who do not represent Seller and, in some instances, may represent the buyer, and to licensed brokers who are not members of MLS, Other Firm(s) or Third-Party Firm(s), subject to any restrictions imposed by Seller. 149-159
14. **WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e., ETF, wire transfer, electronic check, direct deposit, etc.) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. Seller is advised that Listing Firm will not provide electronic transfer instructions by email. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. Seller agrees that if Seller uses or authorizes the use of electronic transfer of funds in a transaction, they hereby hold the Listing Firm and its Listing Broker harmless from any and all claims arising out of the inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds. 160-169
15. **FAIR HOUSING.** Seller acknowledges that local, state and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 170-174
16. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as broker compensation. Listing Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 175-184
17. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Listing 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 Listing 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. 185-189
18. **CONTRACTOR(S) AND VENDORS** 190
- a. **CONTRACTOR(S) AND VENDORS ENGAGEMENT BY SELLER.** Seller may engage and contract with a licensed Contractor(s) or other vendors ("Vendors") to: (a) stage, repair, alter, modify, or prepare the 191-192

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- Property for sale and/or (b) provide associated services, materials, and equipment to the Seller. Seller agrees that Seller's obligation to pay the Contractor(s) and Vendors is solely the responsibility of the Seller. 193-195
- b. **CONTRACTOR(S) AND VENDORS ENGAGEMENT BY LISTING FIRM AND/OR BROKER.** BROKER IS IS NOT (IS NOT, IF NOT FILLED IN) A CONTRACTOR AS DEFINED UNDER THE LAWS OF THE STATE OF WASHINGTON ("CONTRACTOR"). LISTING FIRM IS NOT A CONTRACTOR AND WILL NOT PERFORM THE SERVICES OF A CONTRACTOR. IF BROKER IS NOT A CONTRACTOR IT WILL NOT PERFORM THE SERVICES OF A CONTRACTOR. However, on behalf of the Seller, and with Seller's consent, the Listing Firm or Broker may engage Contractor(s) and/or Vendors to stage, repair, alter, or modify the Property, including the provision of labor, materials, and equipment. Such engagement shall be reimbursed by Seller to the Listing Firm or Broker or at the Listing Firm's or Broker's request paid directly by Seller to such Contractor(s) and/or Vendors. Seller's obligation to reimburse the Listing Firm or Broker or to pay the Contractor(s) and/or Vendors directly is not conditioned upon the sale of the Property or a closing for a specific price or terms. Unless otherwise agreed in writing, any obligation to reimburse the Listing Firm or Broker shall be due on the earlier of Closing or _____ days (30 days if not filled in) following the termination of the listing under this Agreement. 196-208
- c. **NO WARRANTIES OR REPRESENTATIONS.** The Seller agrees that while the Listing Firm, Broker, their agents, representatives, and employees may assist the Seller in locating or selecting a Contractor(s) and/or Vendors, the Listing Firm and Broker do not and cannot guarantee or be financially responsible for the services, materials and/or equipment provided by the Contractor(s) and/or Vendors. Seller acknowledges that it has exercised its own judgment and conducted its own investigation regarding the selection of the Contractor(s) and/or Vendors and in determining their scope of work. The Seller agrees that the Listing Firm, Broker, their agents, employees and representatives are not responsible for coordinating or scheduling the work of the Contractor(s) and/or Vendors and the Listing Firm has not made any representations as to the qualifications, professionalism, quality of work or other matters which Seller may rely upon when making a decision to hire a Contractor(s) and/or Vendors or determine their scope of work. 209-219
- d. **LOSS AND INDEMNITY.** The Listing Firm, Broker, their agents, employees, and representatives shall not be responsible for any loss, theft, bodily or personal injury, damages or claims of any nature or kind relating to the work of Contractor(s) and/or Vendors, their employees, agents or subcontractors or the services, materials or equipment provided by such entities (collectively, "Loss"). Seller shall indemnify and hold harmless the Listing Firm and Broker from any such Loss (including attorney fees and costs) except for any Loss caused by the Listing Firm or Broker's gross negligence or willful misconduct. 220-225
- PAYMENT OBLIGATION.** The Seller is solely responsible for payment to the Contractor(s) and Vendors. To the extent that the Seller has not timely paid the Contractor(s) and/or Vendors in full for the contracted services, materials or equipment, the Seller is advised that the Contractor(s) and those Vendors providing materials for use in the Property may record a Claim of Lien against the Property to secure the Contractor(s) and/or Vendor's payment or otherwise make claim for payment from the Seller's proceeds from the sale of the Property. The Listing Firm has referred the Seller to the Washington State Department of Labor and Industries (WWW.LNI.WA.GOV) for information about a Contractor(s) and Vendor(s) obligations and lien rights and further recommends that the Seller review such payment obligations with an attorney of its choice. 226-234
- e. **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 an 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") and Listing Firm may provide a copy of the FIRPTA certification to escrow and the buyer. 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 235-243

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- Internal Revenue Service, and Seller shall pay any fees, including any fees incurred by buyer related to such withholding and payment. 244
245
19. **REFERRAL FEE DISCLOSURE.** Listing Firm is; is not (is not, if not filled in) obligated to pay a portion 246
of the Listing Firm compensation to a real estate firm ("Referring Firm") that referred Seller to Listing Firm. 247
Seller consents to Listing Firm sharing a portion of the Listing Firm compensation as follows: 248
- A. Referring Firm: _____ 249
- B. Referral Fee: _____% of the Listing Firm Compensation; or \$ _____. 250
20. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated 251
damages on a buyer's breach, any costs advanced or committed by Listing Firm on Seller's behalf, including 252
those set forth in Section 18, shall be paid therefrom and the balance divided equally between Seller and 253
Listing Firm. 254
21. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement 255
and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful 256
party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and 257
expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is 258
located. 259
22. **AUTHORITY OF SIGNATORY.** If Seller is a corporation, limited liability company, partnership, trust, estate, 260
or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and 261
to bind Seller. 262
23. **INFORMATION AND DISCLOSURE RECEIPT.** The Seller acknowledges receipt of a copy of the following 263
information and disclosures: (CHECK IF PROVIDED) 264
- a. **P1** Real Estate Brokerage in Washington Pamphlet; 265
- b. **P2** Lead Based Paint Pamphlet; 266
- c. **P3** Mold & Moisture and Your Home Booklet; 267
- d. **P6** Wire Fraud Pamphlet; 268
- e. Tacoma Side Sewer Flyer; 269
- f. _____. 270

SELLER

LISTING FIRM

Seller Date

By:

Its: Authorized Agent

Office: 206.886.3986

Support@BestChoiceRealtyWA.com

Seller Date

Phone

Email Address