

MLS4owners.com Assistance Agreement Addendum to MLS Listing Agreement Form 1A

The Form 1A is the listing agreement created by the Northwest Multiple Listing Service (“NWMLS”) for the use of its members. All of the terms of the Form 1A apply to your listing, except where this Assistance Agreement spells out how your relationship with MLS4owners.com (MLS4owners) is different.

DUTIES OF MLS4OWNERS

MLS4owners will *assist* you with your transaction as opposed to *representing* you in your transaction.

Activation Process

1. Provide recent MLS sales data, and help Seller set realistic and competitive listing price.
2. Answer questions about staging and repairs.
3. Analyze photos and remarks sent by Seller, to help with virtual staging of property.
4. Order Commitment for Preliminary title from Title Company.
5. Send state and federal disclosure forms to Seller.
6. If desired by seller, send MLS keybox, open house and directional signs to Seller.
7. Order MLS4owners.com sign with local vender.
8. List property in the local MLS that primarily serves Seller’s city.

During Marketing

1. Pre-approve prospective buyers with local lender before introduction to seller for showings.
2. Provide feedback from showings by brokers.
3. Within three weeks of listing, work with seller to update the analysis of the listing price and market conditions.

When Offer Is Presented

1. Present offers from buyer brokers; and present counter offers to buyer brokers.
2. Develop and present offers from buyers who are not working with another broker.
3. Facilitate offers/counter offers and closing details between buyer and seller.

4. Facilitate home inspections and appraisals.
5. Maintain transaction file.
6. Coordinate removal of sign.

Business hours are Monday thru Friday 9-5. After hours leave voice mail or send email.

DUTIES OF SELLER

Activation Process

1. Read this agreement entirely.
2. Complete listing input sheet provided by MLS4owners.
3. Send at least 5 and no more than 25 photos to MLS4owners for publication.
4. Analysis market data provided by MLS4owners.
5. Work with MLS4owners to set listing price.
6. Write and send Marketing Remarks (Up to 500 characters including spaces).
7. Mark location for signpost placement.
8. Receive and place key box at house. (Instructions will be sent with key box.)
9. Fill out disclosure forms and send back to MLS4owners.
10. Review listing for accuracy.
11. Seller acknowledges receipt of the information pamphlet entitled "The Law of Real Estate Agency" (free download from the website).
12. Seller acknowledges the advisability to seek independent legal and/or tax advice prior to signing any real estate document, including but not limited to this Agreement. Seller acknowledges that MLS4owners is not authorized to and does not render legal and/or tax advice related to the sale of the Property and is not associated with any firm offering legal advice.

During Marketing

1. Buyer Brokers shall be entitled to show the property at all reasonable times.
2. Provide MLS4owners with feedback from brokers who show the property.
3. Be available for direct buyer showings, and provide feedback about direct showings.

4. Within three weeks of listing, work with MLS4owners to update the analysis of the listing price and market conditions.

When Offer Is Presented

1. Coordinate and be available to meet home inspectors, appraisers at property.
2. At closing, coordinate keys exchange with buyer or buyer agents.
3. At closing, send key box back to MLS4owners in provided Priority Mail envelope.
4. At closing, ensure signpost is available for sign company retrieval.

FEES AND COMMISSIONS

Listing Fee

Seller shall pay a non-refundable Listing Fee of Three Hundred Dollars (\$300). This fee shall become due and payable prior to activation of Seller's Listing, and is considered 100% earned upon activation. Online payment will enable speediest activation. Real estate commission Seller has agreed to pay is separate and apart from the listing fee.

Commission

The commission due on sale of the property is spelled out in paragraph 4 of MLS Form 1A. Unless otherwise agreed on Form 1A, the total commission will be 3%. If the buyer is represented by a brokerage other than MLS4owners, the other brokerage will receive all but 0.5% of the total commission.

KEYBOXES AND SIGNS

Keybox

All listed improved residential properties must have an MLS keybox installed on the premises EXCEPT when the seller(s) have excluded the requirement from the listing agreement. The keybox is the property of MLS4OWNERS and may not be converted to other uses. Before accepting the use of a keybox, Seller should consider whether the convenience of using a keybox outweighs the security risk of putting a house key in the possession of a third party. If you want to be EXCLUDED from this requirement please signify below.

Please do NOT provide a Keybox (initial if this is your choice)

Signs/Posts

In most markets MLS4owners has agreements with sign vendors to install and remove one signpost, sign (Installations must be ON THE SUBJECT PROPERTY). In some rural areas, installation is not available. In these cases MLS4owners can mail a metal post, and sign to Seller. Sign posts and signs are the property of MLS4owners or its vendors unless otherwise agreed in writing and must be returned at the conclusion of the listing. Seller is responsible for maintenance of sign installation for duration of advertisement. Replacement installations due to loss or damage are available for \$75. MLS4owners and its vendors are not responsible for property damage caused by signpost installation.

If desired, please describe specific sign placement request below AND place a stake or mark with rocks with the exact desired location. Sign company will use best judgment unless otherwise noted, and fees will apply for relocations. Must be on the subject property.

ADVERTISING

Advertising on websites

In addition to publication in the multiple listing service database (where brokers get their information), Seller agrees to allow the Property to be advertised on the public websites of real estate brokers, as well as other websites selected by MLS4owners. Seller holds MLS4owners harmless for publication of address, map and any other contact information in connection with this Agreement. Seller acknowledges that MLS4owners does not control the content, quality, or display of websites, including those of real estate brokerages. Each website maintains its own standards regarding how much information to display about homes or the frequency with which websites update their display. MLS4owners cannot guarantee the availability of any particular public website and this advertising is offered in good faith and is not guaranteed.

Listing data, narrative and driving directions

MLS4owners submits MLS data based on information provided by Seller. Listing Input Form check boxes and fill-in-the-blank options are dictated by the MLS and CANNOT be customized. Each MLS has its own limits on remarks and photos, and this agreement generally refers to the limits of the Northwest Multiple Listing Service. Listings in other MLSs may vary slightly. Public Marketing Remarks, a narrative of up to 500 characters including spaces, will display to brokers and the public. The Marketing Remarks show in the multiple listing service and on most real estate websites. You may describe the special features of your home as long as you stay within Equal Housing guidelines. Multiple Listing Service rules govern some of the content of the Marketing Remarks. For example, you CANNOT include open houses,

phone numbers, web addresses, street addresses or commission info here. Driving directions of up to 200 characters including spaces must be published to brokers.

Photographs and listing modifications

Sellers may submit to MLS4OWNERS up to 25 photographs, which become the property of MLS4owners. Photos must be in .jpg (JPEG) format and should be in normal landscape orientation (upright "portrait" photos and wide panoramas may be distorted on some websites). We only accept photos no larger than 1024 x 768 pixels. Once in the MLS database, photographs are available immediately to brokers and are re-published by participating public real estate sites (including MLS4owners.com), with data usually showing within 24 hours and photos a day or so later. Each independent website has its own policy on display of photos and data, and some websites show only the primary photo.

Extra signs

You can enhance your exposure during the term of your listing with these additional sign options (samples are on website). Before using these signs, please review your local sign ordinances, which vary.

Free Shipping & Handling	Usage Fee	# of Packs	Total Usage Fee
2 Directional Arrows w/ stakes – 9 x 24			=
2 Open House signs w/ stakes – 18 x 24			=
Extra sign post	\$125 x		=
Extra sign/rider – no post			=

Payment Calculation

Listing Fee	\$300.00
Extra signs (optional – see previous page)	\$
	\$
	\$
TOTAL AMOUNT DUE PRIOR TO ACTIVATION	\$
<i>This is your invoice. Your cancelled check or Checkout confirmation is your receipt</i>	

Payment is due and earned upon activation of the listing. Enter amount due using online payment on our website (fastest), or send check via mail.

Fax Agreement to 1-888-760-5687, or email/scan to SALES@MLS4OWNERS.COM

Name of Seller(s): _____

Property Address, City, County, Zip: _____

Seller Mailing Address (if different from property address): _____

Phone number: _____

Email Address: _____

Desired Date of Activation (ASAP unless otherwise stated): _____

Agreement Accepted by Seller: [PLEASE PRINT NEATLY] (Also see MLS Form 1B)

Print Name(s): _____

Signature(s): _____

Date: _____

Activation in MLS shall constitute MLS4owners.com's acceptance of the entire Agreement. Please keep a copy of this document for your records.

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EXCLUSIVE SALE AND LISTING AGREEMENT

Continued

- 6. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm first making reasonable efforts to obtain Seller's approval. 52-55
- 7. **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 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 Firm to provide the information in this Agreement and the attached 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 Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 56-62
- 8. **CLOSING COSTS.** 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 a 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. 63-67
- 9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm 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, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement. 68-77
- 10. **DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, 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 Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. 78-83
- 11. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm 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. 84-89
- 12. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to 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 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. 90-94
- 13. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 95-97
- 14. **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. 98-101

DATED THIS _____ DAY OF _____, _____. Are the undersigned the sole owner(s)? YES NO 102

FIRM (COMPANY) MLS4owners.com SELLER: _____ 103

BY: _____ SELLER: _____ 104