

# MLS4owners.com Service Agreement (revised Dec 2022)

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Seller(s) Name(s): \_\_\_\_\_ (“Seller”)

I/we, authorize MLS4owners.com (“MLS4OWNERS”) to advertise the real property (“Property”) described herein. For the purpose of this Agreement: (a) “MLS” means a multiple listing service that serves the city in which the property is located, and (b) “sell” includes a contract to sell; exchange or contract to exchange; option to purchase; and/or a lease with option to purchase.

**1. Owner can sell property without paying a commission:** Unlike most listing agreements, this is NOT an “exclusive right to sell” agreement. Under “exclusive right to sell” the listing broker gets paid a commission regardless of how the home sells. Under this agreement, if the buyer is not working with a broker, the owner can sell the property without paying a commission.

**2. Agency relationship:** MLS4OWNERS will not be an agent or negotiate on behalf of Seller in the purchase and sale transaction. MLS4OWNERS will not handle any earnest money on behalf of Seller or maintain a completed purchase and sale agreement in a transaction file. MLS4OWNERS is not a party to the transaction. MLS4OWNERS will comply with the Duties of Real Estate Licensees under the Washington Law of Real Estate Agency (RCW 18.86). Seller agrees to receive written offers directly from buyers or Buyer’s broker (also known as Selling Broker). Any broker who procures a prospective buyer for the property is presumed to represent the Buyer. Seller acknowledges receipt of the information pamphlet entitled “The Law of Real Estate Agency” (free download from the website).

**3. Commissions:** If the purchase and sale agreement is written using a form created by a multiple listing service or REALTOR® association, **Seller agrees to pay at closing the commission (also known as the Buyer Brokerage Compensation (BBC) displayed in this Agreement.** The MLS requires that all members be aware of a specific commission that is being offered, and that the amount displayed in their database be **non-negotiable**. While we can change the amount in the database, the MLS requires that its members know how much they will be paid to represent the buyer. The commission offered is in the discretion of the Seller. Seller agrees to indemnify and hold harmless MLS4owners from any commission claim brought by a Buyer’s Broker. 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/distributed through the MLS or REALTOR® association. **Please indicate below the amount of commission Seller pledges to pay at closing to buyer’s brokerage firm. This amount will be advertised to member brokerages on Sellers MLS listing.** Multiple listing services have ruled that any vagueness in the offered commission will be decided in favor of the buyer’s brokerage. To avoid such confusion, **the commission must be stated as either a simple fixed percentage (most common) or a fixed dollar amount.**

**COMMISSION TO BE PAID TO BUYER’S BROKERAGE:** \_\_\_\_\_

**3b. Optional Facilitation Service:** MLS4OWNERS offers a Facilitation Service to help an unrepresented seller all the way through the sale of their listed property, described in detail at MLS4owners.com, for a fee of 0.5% of the sales price payable at closing.

- Yes, I would like MLS4OWNERS to facilitate my sale.
- No, at this time I do not want MLS4OWNERS to facilitate my sale.

**4. Buyer Brokerage Firm Administrative Fee:** When a buyer is represented by a broker, MLS4OWNERS is required to be involved in responding to buyer's needs regarding title company, escrow, lender, appraiser, and home inspector requests for additional information, and/or coordination of inspections, and/or signatures of federal lending/disclosure forms, and/or escrow forms, and/or other acts required to comply with the Washington State Real Estate Law RCW 18.86. **The cost of this service is paid through a \$400 deduction from the buyer's brokerage firm compensation and is credited to MLS4OWNERS at closing.** Seller understands the administrative fee comes from the broker's compensation and covers work provided by MLS4OWNERS enabling service providers to perform the steps required to close your sale. It is not a commission and does not create an agency relationship between Seller and MLS4OWNERS. This fee is disclosed to member brokers in the MLS and is paid through escrow at closing. Administrative fee does not apply when Seller sells directly to a buyer with no broker.

**Sellers Initial** \_\_\_\_\_

**5. Key Box:** MLS rules require all listed improved residential properties have an MLS key box installed on the premises except when the seller(s) have excluded the requirement from the listing agreement. The key box is property of MLS4OWNERS and may not be converted to other uses. No other key box type can be advertised. (Seller may use any type of key box. However, most MLS's do not allow non-MLS key boxes to be advertised to agents in the MLS listing.)

Key boxes can be great tools for allowing access to your property when you aren't there, or for you to leave the property during showings. Agents and buyers appreciate their availability. MLS4OWNERS will provide an MLS authorized key box if Seller pays the **\$125 rental fee (Plus \$200 security deposit & \$30 shipping/handling fee)**. Such key box may be opened by an electronic master key held by all MLS members, and affiliated third parties such as inspectors and appraisers. The key box must be returned to MLS4OWNERS within 10 days of ending of the listing. Seller shall be liable for MLS4OWNERS' actual damages for failure to return key box. Before accepting the use of a key box, Seller should consider whether the convenience of using a key box outweighs the security risk and costs 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 Key box (initial if this is your choice) \_\_\_\_\_

**6. Signs and Posts:** In most markets MLS4OWNERS has agreements with sign vendors to install and remove one signpost, sign, and Call Seller rider. (Installations must be ON THE SUBJECT PROPERTY). Additional charges may apply for CALL BEFORE YOU DIG SERVICE and out of area trip charges by vendor. Replacement installations due to loss or damage are available for \$75. Signposts, flyer boxes and signs are the property of MLS4OWNERS or its vendors unless otherwise agreed in writing and must be returned at the conclusion of the Advertisement. Seller is responsible for maintenance of sign installation for duration of advertisement. MLS4OWNERS and its vendors are not responsible for property damage caused by signpost installation. **No credit is available for complimentary services declined by Seller.** The nature of the signage varies based on the program selected by the Seller. In some rural areas, installation is not available. In these cases MLS4owners can mail a loose sign and Call Seller rider to the Seller. Home Improvement stores carry metal frames that can be used with the sign and rider.

Seller requests the following:

Yard Arm, For Sale Sign:  Yes  No (Included with **Classic Package**)

Flyer Box:  Yes  No (Included with **Classic Package**)

The proposed sign location must be marked by Seller with a white flag or a white spray painted "X". Sign companies are required to use 811 utility locate service (also known as Call Before You Dig) prior to installations, and they will place that request with the utility companies. Allow 3-5 days for the utility companies to complete that task, depending on the day of the week. Failure to mark the location will result in service delays.

**7. 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. Broker websites **do not** display seller contact information because their goal is to attract buyers whom they can represent in the purchase of the property. 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 value estimates displayed on websites, including those of brokerages. Each real estate website maintains its own standards regarding how much information to display about properties, and the frequency with which they are updated. MLS4OWNERS cannot guarantee the availability of any particular public website and this advertising is offered in good faith and is not guaranteed. **Zillow, Trulia, and REALTOR.Com** are lead generation platforms for real estate brokers and we allow them access to our customers' listings. MLS4OWNERS does NOT control the quality, content, timing, or influence the "Zestimates" displayed by Zillow. Once listed in an MLS, by any broker, seller will no longer have control over their Zillow listing. These sites do not allow seller's contact information on listings.

**8. 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. Public Marketing Remarks will display to brokers and the public.

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 house dates, phone numbers, web or email addresses, virtual tour links, or commission info here.**

**9. Photographs:** Seller understands buyers evaluate listings by the quality and quantity of photographs. Sellers must submit photographs to MLS4OWNERS, which become the property of MLS4OWNERS. Photos must be in .jpg (JPEG). **The ideal size is 1024 x 768 pixels.** Once in the MLS database, photos 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. Each independent website has its own policy on display of photos and listing data.

**10. Open Houses:** In the greater Puget Sound Region the NWMLS does not allow advertising of open houses in the MLS database unless a licensed broker hosts the open house. This rule does not prevent MLS4OWNERS customers conducting open houses or advertising them in other ways. Open houses in other regional multiple listing services (Vancouver, Yakima, Spokane, Tri-Cities) can be published in the local MLS and syndicated to real estate broker websites.

**11. 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 Buyer Brokerage 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.\*

**12. Duties of Seller:** MLS4OWNERS and its customers' properties are subject to state licensing laws and rules of your local Multiple Listing Service. Compliance with these regulations will ensure Sellers property stays advertised and prevents Seller and MLS4owners from receiving financial fines.

**PLEASE READ AND UNDERSTAND YOUR DUTIES**

- a. NOTIFICATION UPON MUTUAL ACCEPTANCE OF OFFER:** To protect Seller from commission disputes/arbitration, compliance with MLS rules is mandatory. Within 24 hours of mutual acceptance of a purchase and sale agreement, Seller must send MLS4OWNERS your Purchase and Sale Agreement. MLS4OWNERS will report to MLS members the date of mutual acceptance, the name of the buyer's broker, and the status of contingencies (the mutually accepted price does not become visible to brokers until after the sale closes). Seller shall also notify MLS4OWNERS within one day when sales contingencies are satisfied or waived, as well as the date and final sales price when the sale closes. If failure to notify MLS4OWNERS of status changes results in MLS4OWNERS being fined by a multiple listing service, and/or disciplined by DOL, that amount will be charged to the Seller.
- b. TELEPHONE:** Seller will maintain a valid telephone number so that buyers and brokers can communicate with Seller, and will provide written notice to MLS4OWNERS of changes in telephone numbers.
- c. CHANGES AND QUESTIONS:** Sellers must maintain and monitor an active email address for communication with MLS4OWNERS, to protect the seller and provide efficient, accurate and documented responses and changes. Once your listing is activated please use email for all communication. **For faster service please include your MLS # on all emails.**
- d. RETURN OF PROPERTY:** The key boxes, flyer boxes, riders, signs and signposts are valuable assets and belong to MLS4OWNERS.com or third-party vendors. Within 10 days of the close of a sale, Seller shall return or make arrangements for the return of all property of MLS4OWNERS and its vendors, including signposts and key boxes.
- e. PLACEMENT OF SIGN POSTS:** Seller vouches that Seller owns the land on which signs are installed. MLS4OWNERS is not responsible for replacement of signs removed or damaged by property owners or municipalities. Do not remove post without vendor's approval.
- f. REVIEW FOR ACCURACY:** We are human and make mistakes. Thank you for reviewing the listing for accuracy, as MLS4OWNERS accepts no liability for errors or omissions and will be in no case liable to Seller for any amount in excess of the Advertisement Fee. Seller agrees to indemnify, defend and hold MLS4OWNERS harmless from all claims, disputes, litigation, judgments attorney fees and costs arising from any incorrect information supplied by Seller or from any material facts or omissions that Seller knows but fails to disclose.
- g. THIRD PARTIES NOTICE:** Seller understands MLS4OWNERS may license its name/trademark/wordmark to third party service providers and may collect royalty and/or advertisement fees. Owners, shareholders and employees of MLS4OWNERS may receive consulting fees, wages, and commissions from industry service providers and buyers.

Sellers Initial \_\_\_\_\_

**h. 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 Listing Input Sheets attached to and incorporated into 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. If Seller provides Firm with any photographs of the Property, Seller warrants that Seller has the necessary rights in the photographs to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. \*

i. **FAIR HOUSING.** Seller acknowledges that fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, families with children 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.\*

j. **Real Property Transfer Disclosure Statement and Lead Based Paint Disclosure:** Unless Seller is exempt under RCW 64.06, Seller shall provide to Buyer or Buyer's Broker as soon as reasonably practical a completed and signed "Real Property Transfer Disclosure Statement". Seller is not required to provide the completed Statement to MLS4owners. Sellers of properties built prior to 1978 may be subject to disclosure of information on lead-based paint and lead-based paint hazards. The disclosure form and pamphlet are available via email or fax from MLS4owners.

k. **Attorney 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 Pierce County Washington.

**13. Duties of MLS4OWNERS:** MLS4OWNERS will (a) submit information provided by Seller to the local MLS within one business day; (b) submit for publication photos provided by Seller; (c) provide Seller, upon request, the use of a real estate "For Sale" sign, sign post and "Call Seller" Rider for the Property during the term of the listing; (d) upon payment, update the MLS with reasonable changes (provided by Seller in writing) to listing data, photos, marketing remarks and driving directions. If complete information is not submitted, MLS4OWNERS will defer accepting the listing.

**14. Fees:** Seller shall pay MLS4OWNERS a non-refundable advertisement fee in exchange for the services of MLS4OWNERS as set forth herein. 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 the speediest activation. Any commission Seller has agreed to pay to any buyer's broker is separate and apart from the non-refundable advertisement fee provided herein. Please see website for optional services and fees.

Changes to listings are made within 1 business day. Change fee **only** applies to **Entry Package**, for which a \$25 fee covers all changes requested in one email. The change fee must be paid in advance, which is easy to do on our website via credit or debit card. There is no fee for changing the status of a listing from Active to Pending, Sold or Canceled.

**15. Commitment for Preliminary Title Insurance:** In order to activate your listing, MLS rules require an attached legal description (often referred to as vesting deed, Exhibit A, from a title report). Without a legal description attached to your sales contract, you may not have a binding contract in the state of Washington. Form 1B Exclusive Agency Sale and Listing Agreement and paragraph (d) of the Washington State purchase agreement require Seller to have marketable title. In addition, many real estate brokers will not show your listing or write a purchase and sale agreement without reviewing your preliminary title report.

At no cost to seller: MLS4owners will order your title report and exhibit A (legal description) and attach them to your MLS listing. Our preferred Title Insurance Agency is Ticor Title Company, a subagent of Fidelity National Title. Current title rates can be viewed on Ticor's website.

To comply with RCW 18:85, OIC (Office of the Insurance Commissioner) rules, and Washington State purchase agreement, Form 21 paragraph (e), if Buyer declines to use this title policy then Buyer shall pay a cancellation fee. Current MLS4OWNERS title insurance cancelation fee is \$200.00. This fee is disclosed to member brokers in the MLS and is paid through escrow at closing. See OIC website for details on Title Insurance.

Seller is not required to use MLS4OWNERS preferred title insurance provider. If Seller has a preferred title insurance agency, please order your title and send Exhibit A with your Service Agreement to activate your listing. Expect 1-2 days delay to activate your listing in the MLS if using your preferred title company due to the time it takes to issue the commitment and legal description. **Note:** Some title companies will not open title for an unrepresented seller without a purchase and sale agreement.

**16. MLS4OWNERS Closing Service:** Ticor Escrow has a dedicated closing team to assist MLS4OWNERS customers and is MLS4OWNERS preferred escrow closing team. This transparent seamless service is designed to help MLS4OWNERS customers (unrepresented sellers) through the closing process without additional fees and delays. Ticor has closed thousands of sales for MLS4OWNERS customers.

To protect the seller's interest and have a more pleasant secure closing experience Ticor Escrow will:

1. Set up escrow as an unrepresented seller
2. Review your title report
3. Disclose current Washington escrow rates on their website
4. Will not share sellers net proceeds amount to buyer's agent or buyer
5. Will notify MLS4OWNERS of transaction closing to timely update the MLS database to eliminate the risk of MLS fines and RCW 18:85
6. Verify commissions paid to buyer's agent are correct amount from the Service Agreement
7. Provide to brokers in MLS database sellers title order number
8. Sign your closing documents anywhere. Ticor closing team will facilitate closings wherever is convenient for MLS4OWNERS sellers by mobile notary
9. Ticor will send MLS4OWNERS your Closing Disclosure for review. (Some escrow companies will not send your closing disclosure for review. If charges need to be corrected, it may reset the Dodd-Frank Act 3-day review period for the buyers and can delay closing)
10. SmartPortal - Ticor uses SmartMail for all correspondence about a transaction. This is a secured portal, similar to your other financial institutions

MLS4OWNERS is not responsible for an escrow companies' overpayment of Selling Office Commissions and Admin Fees.

**17. Termination:** Seller may terminate this agreement at any time without refund or credit by giving written notice to MLS4OWNERS (unless such termination violates a broker's right to earn a commission). MLS4OWNERS may cancel without refund if there are any acts of mortgage fraud by Seller or Seller's phone or email becomes inactive.

\* Copyright NWMLS form 1C

# MLS4owners.com Service Agreement (revised Dec 2022)

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**PAYMENT CALCULATION:**

Listing Fee – MLS ENTRY \$95 or GOLD \$395 or CLASSIC \$595	\$
Optional Facilitator Service .5% fee paid at closing: Yes or No	
MLS Realtors Key box: \$125 rental fee.(Plus \$200 Security deposit & \$30 Shipping fee)	\$
Yard Sign & Post Rental – optional \$150 <b>(included with Classic)</b>	\$
Extra signs/Flyer Box (optional – see MLS4owners Website)	\$
Virtual Tours/Disclosure Forms attached to MLS listing – optional \$25 <b>(included with Classic)</b>	\$
Zillow's Zestimate removal from MLS Listing-\$50.00	\$
Extended Area Sign Surcharge Fee – \$50.00	\$
Additional Photos with ENTRY- \$20.00 each (___ x 20)	\$
<b>TOTAL AMOUNT DUE PRIOR TO ACTIVATION</b>	<b>\$</b>

*This is your invoice. Your payment confirmation or cancelled check is your receipt*

**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 to:**

**MLS4owners.com  
P.O. Box 65456  
University Place WA 98464-1456**

**Email Agreement to [SALES@MLS4OWNERS.COM](mailto:SALES@MLS4OWNERS.COM)  
OR  
Fax Agreement to 1-888-760-5687**

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Name of Seller(s): \_\_\_\_\_  
\_\_\_\_\_

Property Address, City, County, Zip: \_\_\_\_\_  
\_\_\_\_\_

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

Listing Price: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Desired Date of Activation (ASAP unless otherwise stated): \_\_\_\_\_

**Agreement Accepted by Seller: [PLEASE PRINT NEATLY] I/we have read and understand this service agreement and the MLS4OWNERS Manual, and I understand that my advertisement must comply with the rules of my local REALTORS® multiple listing service (MLS) and state/federal laws**

Print Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

**Activation in MLS shall constitute MLS4OWNERS's acceptance of the entire Agreement. Please keep a copy of this document for your records.**

How did you find out about MLS4owners.com?

- |   |   |
|---|---|
| <input type="checkbox"/> I saw a Sign           | <input type="checkbox"/> From a Real Estate Broker              |
| <input type="checkbox"/> I am a Repeat Customer | <input type="checkbox"/> From an MLS4owners.com Customer        |
| <input type="checkbox"/> From a Friend/Neighbor | <input type="checkbox"/> From a TV Commercial                   |
| <input type="checkbox"/> From Google            | <input type="checkbox"/> From an Internet Search (Name?) _____  |
| <input type="checkbox"/> I received a Post Card | <input type="checkbox"/> Some other way (please describe) _____ |