

MLS4owners.com Service Agreement

This Exclusive Non-Agency Brokerage Service Agreement (the "Agreement") is made by and between _____ (Seller) and

MLS4owners.com (Listing Firm) or MLS4OWNERS with regard to the real property commonly known as:

_____, City _____,

State _____, County _____, ZIP _____; and legally described on Exhibit A ("the Property")

1. DEFINITIONS. For the purpose of this Agreement: (a) **Exclusive Agency** means seller reserves the right to sell the property directly to a buyer without the assistance of any real estate licensee and, if successful, the seller is not obligated to pay listing firm compensation. (b) **"MLS"** means a multiple listing service that serves the city/state (area) in which the property is located, and (c) **"sell"** includes a contract to sell; exchange or contract to exchange; option to purchase; and/or a lease with option to purchase. (d) **Transaction Broker** relationship is one in which a broker can represent in a limited fashion for both the buyer and the seller in the same real estate transaction. The Transaction broker essentially represents the transaction, not either the buyer or seller.

2. LIST DATE. List date shall commence within one business day after Listing Input Sheets and photographs of Property (collectively, "Listing Data") completed by Seller and received by MLS4OWNERS OR Seller's desired activation date of _____.

3. LISTING TERM. Listing term duration is determined by listing package selected and paid for by Seller. If this Agreement expires while Seller is a party to a purchase and sale agreement for Property, the Listing Term shall automatically extend until the sale has closed or the purchase and sale agreement is terminated.

4. TERMINATION. Seller may terminate this agreement at any time **without refund or credit** by giving written notice to MLS4OWNERS (unless such termination violates a real estate firm'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.

5. AGENCY (Non-Agency Relationship). Seller acknowledges that MLS4OWNERS and Listing firm's brokers will not be Seller's agent or act on Seller's behalf in any transaction involving the Property. MLS4OWNERS will not 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 will comply with the Duties of Real Estate Licensees under State Licensing Regulations. Seller agrees to receive written offers directly from buyers or buyer's broker. Seller acknowledges receipt of State AGENCY Pamphlets, Notices and Disclosures. Free downloads of State Agency Regulations and Disclosures at MLS4owners.com.

LISTING BROKER: Listing Firm appoints: Chris Nye (Non-Agent) to Seller.

Sellers Initials: _____

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6. COMPENSATION.

a. Listing Firm Advertising Fee: 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. This fee is considered 100% earned upon activation. (Please check one)

- \$195 MLS Entry Package - 6 photos, 90 days Listing Term.
- \$395 MLS Gold Package - 20 photos, 180 days Listing Term.
- \$595 MLS Classic Package - 30-50 photos, (MAX per MLS) 365 days Listing Term.
- \$399 Virtual Broker Consulting Service - Max Photos, Max Exposure, 365 days Listing

b. Buyer Brokerage Firm Compensation: 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:

1. _____ % of the sales price, or \$_____ to Brokerage Firm representing the buyer.
2. Buyer Brokerage Firm Compensation shall be paid as set forth above, unless modified by the buyer and Buyer Brokerage Firm 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 Buyer Brokerage Firm has notified the Seller of that buyer's intent to submit an offer. Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement. **Seller acknowledges that offering compensation to Buyer Brokerage Firm is not required.**
3. Seller acknowledges that there are NO standard compensation rates and the compensation in this Agreement is fully determine by Seller and not set by law or Broker MLS policy. Seller's amount of compensation will be published on Seller's MLS listing and public websites.

Sellers Initial:_____

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7. OPTIONAL SERVICES and FEES:

a. Change Fee: Change fee **only** applies to **Entry Package**, for which a **\$25.00** 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. Changes to listings are made within 1 business day.

b. Compensation Changes: On all Listing Packages changing Buyer Broker Firm Compensation requires a MLS change form signed by Seller. **\$25.00**

c. Zillow's Zestimate: Zillow's Zestimate removal from Sellers MLS Listing. **\$50.00**

d. Buyer Broker Firm Compensation Consulting: \$200.00

8. BUYER BROKERAGE FIRM ADMINISTRATIVE FEE: When a buyer is represented by an agent, 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 State Real Estate Laws and MLS cooperation rules. **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 Seller's 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.**

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REGULATIONS, RULES, and PROTOCOL

MLS4OWNERS, Seller and Properties of Seller are subject to state licensing laws, Multiple Listing Service Rules, and federal housing laws. Compliance with these regulations will ensure Seller's property stays advertised and prevents Seller and MLS4OWNERS from receiving financial fines.

9. DUTIES OF SELLER: SELLER UNDERSTANDS AND AGREES TO THE FOLLOWING 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 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. PURCHASE AGREEMENT DISCLOSURE: Seller to disclose on purchase and sale agreements that Seller is unrepresented and Listing Firm is MLS4owners.com.

c. TELEPHONE: Seller will maintain a valid telephone number and email so that buyers and brokers can communicate with Seller, and will provide written notice to MLS4OWNERS of changes in telephone numbers and email.

d. CHANGES AND QUESTIONS: Seller 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.**

e. RETURN OF PROPERTY: Key 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.

f. 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.

g. 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.

h. 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

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i. Real Property Transfer Disclosure Statement and Lead Based Paint Disclosure:

Unless Seller is exempt under state disclosure laws, 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.

Properties built prior to 1978 may be subject to disclosure of information on lead-based paint and lead-based paint hazards. Current state disclosure forms and pamphlets are available via email or fax from MLS4OWNERS.

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

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.*

10. DUTIES OF MLS4OWNERS: MLS4OWNERS will (a) submit Listing Data provided by Seller to the MLS within one business day; (b) 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; (c) upon payment, update the MLS with reasonable changes (provided by Seller in writing) to Listing Data. If complete information is not submitted, MLS4OWNERS will defer accepting the listing.

LISTING ADMINISTRATIVE GUIDELINES AND PROCEDURES

11. ADVERTISING ON BROKER WEBSITES: 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 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. These websites will NOT allow Sellers contact information. 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. REITERATE: **These websites do NOT allow Seller's contact information on listings.**

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12. LISTING INPUT SHEETS, NARRATIVE, DRIVING DIRECTIONS: (Listing Data) MLS4OWNERS submits Listing 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 property 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 IN PUBLIC MARKETING REMARKS.**

Sellers Initials: _____

13. PHOTOGRAGHS: Seller acknowledges buyers evaluate listings by the quality and quantity of photographs. Seller provides Listing Firm with photographs of the Property. Seller warrants that Seller has the necessary rights in the photographs to allow MLS4OWNERS to use them as contemplated by this Agreement. Seller 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.**

14. MLS KEY BOX: Many MLS's 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. 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 termination of 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) _____

15. 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**)

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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.

16. 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 Seller conducting open houses or advertising them in other ways. Open houses in other regional multiple listing services (**Vancouver, Yakima, Spokane, Tri-Cities, Portland, Florida Stellar MLS**) can be published in the local MLS and syndicated to real estate broker websites.

17. THIRD PARTIES NOTICE: Seller acknowledges 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.

Sellers Initials: _____

18. COMMITMENT TO 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 purchase and sales agreement you may not have a binding contract. Most standard real estate purchase agreements 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 Fidelity National Title website.

WASHINGTON STATE ONLY: 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 cancellation 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.

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19. 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 InHere for all correspondence about a transaction. This is a secured portal, similar to other financial institutions

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

20. OPTIONAL: BROKER FACILITATION SERVICE: (When BUYER is represented by an Agent)

The real estate transaction is changing drastically.

MLS4OWNERS offers a Facilitation Service to help an unrepresented Seller negotiate with buyer's broker purchase agreement and compensation demands 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

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PAYMENT CALCULATION CHECKLIST

ADVERTISING LISTING FEE: MLS ENTRY \$195 or GOLD \$395 or CLASSIC \$595	\$
VIRTUAL BROKER CONSULTING SERVICE: \$399 (Plus .5% fee paid at closing)	
MLS REALTORS KEY BOX: \$125 rental fee.(Plus \$200 Security deposit & \$30 Shipping)	\$
YARD SIGN & POST RENTAL: Optional \$150 (included with Classic)	\$
EXTRA MLS4OWNERS SIGNS: (optional – see MLS4owners Website)	\$
VIRTUAL TOURS/DISCLOSURE FORMS: attached to MLS listing \$25 (included with Classic)	\$
ZILLOW’S ZESTIMATE: Zillow’s Zestimate removal from Sellers MLS Listing-\$50	\$
BUYER BROKER FIRM COMPENSATION CONSULTING: \$200.00	\$
ADDITIONAL PHOTOS: ENTRY or GOLD - \$20.00 each (___ x 20)	\$
TOTAL AMOUNT DUE PRIOR TO ACTIVATION (Credit Card processing fees applied at check out)	\$

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

OR
Fax Agreement to 1-888-760-5687

MLS4owners.com Service Agreement

Name of Seller(s): _____

Property Address, City County, Zip: _____

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

Sellers Email Address: _____

Sellers Phone Number: _____

List Price: _____

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

Agreement Accepted by Seller: Seller has read and understands this service agreement, MLS Listing Data Input Sheet AND MLS4owners.com website. Seller understands Real Estate advertisement must comply with the rules of my local REALTORS® multiple listing service (MLS) and state/federal laws. Activation in MLS shall constitute MLS4OWNERS's acceptance of the Agreement. Please keep a copy of this document for your records.

PLEASE PRINT NEATLY

Print Name(s): _____

Signature(s): _____

Date: _____

How did you find out about MLS4owners.com?

I saw a Sign

I am a Repeat Customer

From a Friend/Neighbor

From Google

I received a Post Card

From a Real Estate Broker

From an MLS4owners.com Customer

From a Text Message

From an Internet Search (Name?) _____

Some other way (please describe) _____