

**SELLER REPRESENTATION AGREEMENT  
(NO MARKETING - SALE TO IDENTIFIED BUYER)**

\_\_\_\_\_ (“Seller”) 1  
hereby retains \_\_\_\_\_, (“Real Estate Firm” or “Firm”) 2  
to represent Seller in the sale of the real property commonly known as \_\_\_\_\_ 3  
in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, Zip \_\_\_\_\_; 4  
and legally described as: LOT \_\_\_\_\_, BLOCK \_\_\_\_\_, 5  
DIVISION \_\_\_\_\_, VOL \_\_\_\_\_, PAGE \_\_\_\_\_ 6  
\_\_\_\_\_ (“the Property”) 7  
to \_\_\_\_\_ (“Buyer”). 8

1. **BUYER.** Firm agrees to represent Seller in the sale of the Property to Buyer, who Seller has identified as the likely purchaser. If a purchase and sale agreement between Buyer and Seller is not mutually accepted by \_\_\_\_\_ (30 days from the effective date hereof, if not filled in), then this Seller Representation Agreement (the “Agreement”) shall terminate. 9-12
2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint \_\_\_\_\_ as Seller’s Broker. This Agreement creates an agency relationship with Seller’s Broker and any of Firm’s brokers who supervise Seller’s Broker’s performance as Seller’s agent (“Supervising Broker”). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller’s behalf as and when needed. If Buyer is represented by one of Firm’s brokers other than Seller’s Broker (“Buyer’s Broker”), Seller consents to any Supervising Broker, who also supervises Buyer’s Broker, acting as a dual agent. If Buyer is also represented by Seller’s Broker, Seller consents to Seller’s Broker and Supervising Broker acting as dual agents. Seller acknowledges receipt of the pamphlet entitled “The Law of Real Estate Agency.” Seller waives the right to duties provided for in RCW 18.86 to the extent inconsistent with this Agreement. 13-22
3. **COMPENSATION.** Seller shall pay Firm compensation of (fill in one and strike the other) \_\_\_\_\_% of the sales price, or \$ \_\_\_\_\_ (“Total Compensation”) for representing Seller in the sale of the Property to Buyer. No compensation from Seller is otherwise due, unless Seller separately agrees to compensate a buyer brokerage firm who represents Buyer. 23-26
4. **MULTIPLE LISTING SERVICE.** MLS means “Northwest Multiple Listing Service.” Seller authorizes Firm to provide this Agreement to MLS, including photographs, drawings, or sketches of the Property, and 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. MLS is an intended third party beneficiary of this Agreement. 27-30
5. **NO MARKETING AND FAIR MARKET VALUE.** Seller acknowledges that Firm will not market the Property (through MLS or otherwise), even though exposure of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for the Property. Seller understands that selling the Property to Buyer without exposure of the Property to the market may cause the Seller to receive a lower purchase price or other less favorable terms. 31-35
6. **SELLER’S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides 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 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 are incorrect. 36-40
7. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller’s costs at closing, Seller acknowledges that the decision by any beneficiary or 41-42

