

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

\_\_\_\_\_ ("Seller") 1  
hereby retains MLS4owners.com, Facilitator Consulting Service, ("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 See Exhibit A, BLOCK See Exhibit A; 5  
DIVISION See Exhibit A, VOL See Exhibit A, PAGE See Exhibit A 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 (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 Chris Nye, Facilitator Consultant 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) 5% of the sales price, or \$ 0.00 ("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

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SALE TO IDENTIFIED BUYER**

*Continued*

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 Firm's compensation. 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.

- 8. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Buyer 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.
- 9. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on 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.
- 10. **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.

|                    |       |                       |          |    |
|--------------------|-------|-----------------------|----------|----|
| _____              | _____ | <b>MLS4owners.com</b> | _____    | 63 |
| Seller's Signature | Date  | Real Estate Firm      |          |    |
| _____              | _____ | _____                 | 12-19-22 | 64 |
| Seller's Signature | Date  | Broker's Signature    | Date     |    |