

**SELLER REPRESENTATION AGREEMENT
(SALE TO IDENTIFIED BUYER)**

This Seller Representation Services Agreement (Sale to Identified Buyer) (the "Agreement") is made between _____ ("Seller")
and MLS4owners.com, ("Real Estate Firm" or "Firm")
with regard to real property commonly known as _____
City _____, County _____, State _____, Zip _____;
and legally described on Exhibit A ("the Property").

1. **IDENTIFIED BUYER.** Firm agrees to represent Seller in the sale of the Property to _____
TBD ("Buyer"), who Seller has identified as the likely purchaser.
2. **TERM.** If a purchase and sale agreement between Buyer and Seller is not executed within _____ days
from mutual acceptance of this Agreement (30 days if not filled in) ("Term"), then this Seller Representation
Agreement (the "Agreement") shall terminate.
3. **AGENCY.**
 - a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."
 - b. Seller's Broker. Firm appoints Chris Nye: Transaction Broker
to represent Seller ("Seller's Broker"). This Agreement creates an agency relationship with Seller's Broker
and any of Firm's managing brokers who supervise Seller's Broker ("Supervising Broker") during the Term.
No other brokers affiliated with Firm are agents of Seller.
4. **LIMITED DUAL AGENCY.**
 - a. Seller's Broker as Limited Dual Agent. If initialed below, Seller consents to Seller's Broker and Supervising
Broker representing both Seller and Buyer as limited dual agents in the sale of the Property to Buyer. Seller
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Seller's Broker from advocating terms
favorable to Seller to the detriment of Buyer and further limits Seller's Broker's representation of Seller.

_____	_____	_____	_____
Seller's Initials	Date	Seller's Initials	Date
 - b. Firm Limited Dual Agency. If Buyer is represented by one of Firm's brokers other than Seller's Broker
("Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Firm's Buyer's
Broker, acting as a limited dual agent.
5. **COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the compensation in
this Agreement is fully negotiable and not set by law. Seller shall pay Firm compensation of .5% of
the sales price; \$ 0.00; other _____ 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. Seller consents to Firm receiving compensation from more than one
party, provided that any terms offered to Firm are disclosed as required by RCW 18.86.030.
6. **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, provided that any terms reported to MLS before the sale closes shall only be used
for aggregated, anonymized reports. MLS is an intended third-party beneficiary of this Agreement.
7. **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.

**SELLER REPRESENTATION AGREEMENT
SALE TO IDENTIFIED BUYER**

Continued

- 8. 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.
- 9. 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 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.
- 10. FAIR HOUSING.** Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial 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.
- 11. 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.
- 12. 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 shall be retained by Seller; divided equally between Seller and Firm (retained by Seller if not checked).
- 13. 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.

Seller's Signature Date

Seller's Signature Date

Seller E-mail Address

Seller Phone Number

MLS4owners.com
Real Estate Firm

Seller's Broker's Signature Date

9281
Real Estate Firm License Number

13886
Seller's Broker License Number

sales@MLS4owners.com
Seller's Broker E-mail Address

(253) 460-1900
Seller's Broker Phone Number

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