

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 regarding real property commonly known as:

_____, City _____,

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

DEFINITIONS. For 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) **Real Estate Facilitator** (non-agent) is a real estate broker who assists both seller and buyer in a real estate transaction providing guidance, help with paperwork, and clarify terms, allowing both sides to negotiate independently while navigating legal and procedural requirements. (d) **Customer is** someone who receives services from a licensee but **does not** have an agency relationship, meaning no fiduciary duties are owed, only fair and honest dealing and disclosure of material facts. (e) **Third Party Beneficiary** is a person benefiting from a contract made between two other parties, where the two contracting parties intend to benefit the third-party beneficiary.

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 a **refund** or credit by giving written notice to MLS4OWNERS. MLS4OWNERS may cancel without a refund if there are any acts of mortgage fraud by Seller, potential fine warnings from an MLS or Seller's phone or email becomes inactive.

5. AGENCY (Non-Agency Relationship). Seller acknowledges that MLS4OWNERS and its brokers will not act as Seller's agent or represent Seller in any transaction involving the Property. MLS4OWNERS will not handle 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 their brokers. Seller acknowledges receipt of State AGENCY Pamphlets, Notices, and Disclosures. Free downloads of State Agency Regulations and Disclosures are available at MLS4owners.com.

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

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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)

- ☐ \$295 MLS Entry FSBO Package - 6 photos, 180 days Listing Term.
- ☐ \$395 MLS Gold FSBO Package - 25 photos, 180 days Listing Term.
- ☐ \$695 MLS Classic FSBO Package - 30-50 photos, (MAX per MLS) 12 months Term.
- ☐ \$995 MLS Classic Plus - See Website for details.

b. Buyer Brokerage Firm Compensation Disclosures:

1. 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 MLS policy. In addition, Seller acknowledges that offering compensation to Buyer Brokerage Firm representing the buyer is NOT required.
2. Brokers/Agents working with a buyer MUST enter into a written agreement before touring a property.
3. Offers of Compensation are prohibited on SAR-MLS (Spokane), RMLS (Vancouver), PAC-MLS (Tri-Cities), and YAK-MLS (Yakima), Stellar-MLS (Florida), Beaches MLS (Florida). Offers of compensation can be pursued off-MLS through negotiation and consultation with real estate professionals. All broker/buyer inquiries are instructed to visit MLS4owners.com website for listing compensation disclosures, third party beneficiary fees* AND to CALL SELLER DIRECTLY.
4. Seller acknowledges that Buyer may request a concession from the Seller (Seller Concession) in the form of a credit, to be given to Buyer at close of escrow. This Seller Concession may be used to reduce Buyer's loan cost, title and escrow fees, Buyer's Broker fee, Property repair costs, and/or any other allowable Buyer costs and fees. All Sellers concessions are negotiable and MUST be determined in writing on an accepted purchase and sale agreement.
5. Seller acknowledges Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement and MAY request Seller and MLS4OWNERS to provide a copy of this Agreement*.

Buyer Brokerage Firm Compensation shall be paid as set forth below, **unless modified by the buyer and Buyer Brokerage Firm in a mutually accepted purchase and sale agreement.** Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement. If during the Listing Term, Seller sells the Property and the sale closes Seller shall pay compensation as follows:

_____ % of the sales price, or \$ _____ to Brokerage Firm representing the buyer.

Sellers Initial: _____

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7. OPTIONAL ADVERTISING SERVICES and FEES:

a. Buyer Broker Compensation Modification Fee: \$25.00

Modifications to Buyer Broker Compensation requires an MLS Change Form signed by the SELLER. A change fee applies **only** when the SELLER modifies Buyer Broker Compensation. This fee must be paid in advance and can be conveniently processed on our website via credit or debit card. There is **NO** fee for updating a listing status from Active to Pending, Sold, or Canceled. Changes to Buyer Broker Compensation will be completed within **one** business day.

b. Zillow's Zestimate Removal: \$50.00

Zillow's Zestimate removal from Sellers MLS Listing. Don't let Zillow mislead your buyers.

c. MLS Open House Advertising (where permitted): \$25.00 (for two open house postings)

Post your open house on Zillow, Redfin, REALTOR.COM and many real estate broker's websites. Not Allowed in NWMLS. See Paragraph 16 for details.

d. MLS authorized Key Box: See Paragraph 14 for details. \$125.00 (\$100.00) refundable security deposit. (plus, shipping)

e. MLS4owners Professional Sign with CALL SELLER Rider: \$50.00 (plus shipping)

f. Real Estate Yard Arm post with Professional MLS4owners Sign and Call Seller Rider:

See Paragraph 15 for details. **\$150.00 (Included with Classic Package)**

g. Title Fee Haggler: Learn what the Washington State Title Insurance Industry does not want you to know. Save Thousands on your next and future Washington State Real Estate Sales. \$100.00 plus (\$200.00 at Closing)

h. Temporary off Market (TMK): Need to suspend MLS advertising for vacation, repairs. (max 45 days) \$25.00 (Requires MLS change form signed by Seller)

j. Real Estate Advertising Concierge Services: Need Help with Real Estate MLS Advertising?

30 Minutes of Personalized Real Estate Consulting. Gain insider knowledge that agents and service providers will not share — especially if you're selling by owner. Add to any package: \$250.00. See Website for more information.

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8. REAL ESTATE FACILITATOR VIRTUAL BROKER SERVICE: Facilitator Service Program: 0.5% of sales price paid at closing.

Do you need coaching, troubleshooting your sale, closing your sale? Would you like help facilitating your transaction/negotiation/preparing counter offers when a buyer's broker is representing the buyer? Don't leave money on the table!

Real estate advertising and transactions are evolving rapidly. From listing to closing, MLS4OWNERS offers over 25 years of expertise and experience with over 10,000 FSBO listings, providing strategic advice and professional guidance to MLS4OWNERS customers. Let MLS4owners.com help you focus on your sale to Save Thousands!

Service includes:

- Buyer Brokers Compensation Consulting
- Review offer(s) with seller from Buyer's Broker, identifying red flags
- How to counteroffer using REALTOR Standardize Forms to get the highest and best sales price
- Review of how offer expiration date effects seller's negotiations
- Home inspections counter offers best practices
- Facilitate with Title/Escrow/Lenders with REALTOR standardized forms to closing

9. BUYER BROKERAGE FIRM THIRD PARTY BENIFICARY ADMINISTRATIVE FEE:

When a buyer is represented by a broker/agent, MLS4OWNERS is required under State Agency Law Duties, REALTOR Code of Ethics, and MLS Cooperation Policies to respond to brokers' and buyers' needs regarding title company, escrow, lender, appraiser, and home inspector requests for additional information. This also includes coordination of inspections, signatures on federal lending/disclosure forms, escrow forms, and other acts required to comply with State Real Estate Laws and REALTOR/MLS cooperation rules.

The cost of this service is paid through a \$500 deduction from the buyer's brokerage firm compensation and is credited to MLS4OWNERS at closing. The seller understands that the administrative fee is deducted from the broker's compensation and covers work provided by MLS4OWNERS, enabling service providers to complete the necessary steps to close the sale. This fee is not a commission and does not create an agency relationship between the Seller and MLS4OWNERS. The fee is disclosed to member brokers in the MLS, where permitted, and on the MLS4OWNERS website, and is paid through escrow at closing. **This administrative fee does not apply when the Seller sells directly to a buyer without a broker/agent.**

Sellers Initial: _____

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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). The 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. **NO TEXTING.** Seller acknowledges MLS4OWNERS does not receive or send Text messages.

d. CHANGES AND QUESTIONS: Seller must maintain and monitor an active email address for communication with MLS4OWNERS. This ensures protection for the Seller and provides efficient, accurate, and documented responses and changes. Once your listing is activated, please use email for all communication. For faster service, include your MLS number in all emails. **NO TEXTING.** The seller acknowledges that MLS4OWNERS does not send or receive text messages.

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 SIGNPOSTS: Seller vouches that Seller owns the land on which signs are installed. MLS4OWNERS is not responsible for the replacement of signs removed or damaged by property owners or municipalities. Do not remove post without the 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 Data 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. All broker/buyer inquiries will be instructed to visit MLS4OWNERS website and CALL SELLER directly.

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.**

Sellers Initials: _____

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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 be displayed 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). **For Maximum viewing quality, photos size is 1600 x 1200 pixels. MLS's will reject photos that do not comply with pixel size.**

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 the 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 \$100 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) _____

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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 For Sale Sign and Call Seller Rider to the Seller. Home Improvement stores and AMAZON carry metal frames and Vinyl Post that can be used with the sign and rider.

Seller requests the following:

Yard Arm, For Sale Sign: ☐ **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 utilities locate service (also known as Call Before You Dig) prior to installations, and they will place that request with the utility companies. Allow 3-7 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. **Please send a photo of your marked sign location with your Service Agreement.**

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, Florida Stellar & Beaches MLS**) can be published in the local MLS and syndicated to real estate broker websites.

17. 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. 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.

Our fee for performing this service is \$50.00.

- ☐ **Check if YES** – Yes, I would like MLS4owners to order a commitment for preliminary title insurance.
☐ **Check if No** - No, I will take care of this step myself.

Sellers are not required to use the services of any particular company and are encouraged to review all options. Our service fee does not affect your cost of title insurance, and is not credited to the eventual cost of title insurance.

PAYMENT CALCULATION (helpful) CHECKLIST

ADVERTISING FEE: MLS ENTRY \$295 or GOLD \$395 or CLASSIC \$695 or Classic Plus Virtual Broker \$995	\$
MLS REALTORS KEY BOX: \$125 rental fee (Plus \$100 Security Deposit & \$30 Shipping)	\$
YARD SIGN & POST RENTAL: Optional \$150 (included 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	\$
REAL ESTATE ADVERTISING CONCIERGE SERVICE: \$250.00	\$
ADDITIONAL PHOTOS: ENTRY or GOLD -\$20.00 each (____ x 20)	\$
ADDITIONAL MLS EXPOSURE DUPLICATE MLS LISTING: \$250	\$
TITLE FEE HAGGLER CONSULTING SERVICE: \$100.00	\$
EQUITABLE INTEREST LISTING SURCHARG: \$250.00	\$
COMMITMENT FOR TITLE INSURANCE: \$50.00	
TOTAL AMOUNT DUE PRIOR TO ACTIVATION (Credit Card processing fees applied at check out)	\$

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

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 | ☐ From a Real Estate Broker |
| ☐ I am a Repeat Customer | ☐ From an MLS4owners.com Customer |
| ☐ From a Friend/Neighbor | ☐ From a Text Message |
| ☐ From Google | ☐ From an Internet Search (Name?) _____ |
| ☐ I received a Post Card | ☐ Some other way (please describe) _____ |