

EXCLUSIVE SALE AND LISTING AGREEMENT

The undersigned seller ("Seller") hereby grants to _____, ("Broker") 1
 from the date hereof until midnight of _____, the sole and exclusive right to sub- 2
 mit offers to purchase, and to receipt for deposits in connection therewith, the real property ("the Property") commonly 3
 known as _____ 4
 in the City of _____, County of _____, State of Washington, Zip _____; 5
 to be listed at \$ _____ and legally described as: LOT _____, BLOCK _____, 6
 DIVISION _____, VOL _____, PAGE _____ 7
 _____ 8

1. **DEFINITIONS.** For purposes of this Agreement (a) "MLS" means the Northwest Multiple Listing Service; and 9
 (b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease 10
 with option to purchase. 11

2. **AGENCY/DUAL AGENCY.** Seller authorizes Broker to appoint _____ 12
 to act as Seller's Listing Agent(s). This Agreement creates an agency relationship with Listing Agent(s) and Broker 13
 only, not with any other salespersons of Broker; provided, Seller authorizes Broker to appoint other salespersons 14
 affiliated with Broker as subagents to act on Seller's behalf as and when needed, at Broker's discretion. Any broker 15
 or salesperson, other than Broker or Listing Agent(s) who procures a prospective buyer for the Property will not be 16
 representing Seller and may represent the buyer. Accordingly, for the purposes of this Agreement, the term 17
 "Broker" means Listing Agent(s) including any subagents and Listing Agent's Broker, Designated Broker or Branch 18
 Manager, unless expressly stated otherwise. 19

If the Property is sold to a buyer represented by one of Broker's salespersons other than Listing Agent(s), Seller 20
 consents to Broker acting as a dual agent. If the Property is sold to a buyer who Listing Agent(s) also represents, 21
 then Seller consents to Listing Agent(s) and Broker acting as dual agents. Different salespersons affiliated with 22
 Broker may represent different sellers in competing transactions involving the same buyer and that this shall not be 23
 considered action by Broker that is adverse or detrimental to the interests of either seller, nor shall it be considered 24
 a conflict of interest on the part of Broker. Seller has received from Broker the pamphlet entitled "The Law of Real 25
 Estate Agency." 26

If Broker acts as a dual agent, then Broker shall be entitled to the entire commission payable under this Agreement 27
 plus any additional compensation Broker may have negotiated with the Buyer. 28

3. **COMMISSION.** If (a) Broker procures a buyer on the terms in this Agreement, or on other terms acceptable to 29
 Seller; or (b) Seller directly or indirectly or through any person or entity other than Broker, during the term hereof, 30
 sells the Property; Seller will pay Broker a commission of (fill in one and strike the other) _____% 31
 of the sales price, or \$ _____. From Broker's commission, Broker will offer a cooperating 32
 member of MLS representing a buyer a commission of (fill in one and strike the other) _____% 33
 of the sales price, or \$ _____. Further, unless Broker terminates this Agreement pursuant 34
 to paragraph 4 below, if Seller shall, within six months after the expiration of this Agreement, sell the Property to any 35
 person to whose attention it was brought through the signs, advertising or other action of Broker, or on information 36
 secured directly or indirectly from or through Broker, during the term of this Agreement, Seller will pay Broker the 37
 above commission. Provided, that if a commission is paid to a member of MLS or a cooperating MLS in conjunction 38
 with a sale, the amount of commission payable to Broker shall be limited to the amount of commission which would 39
 have been payable pursuant to this Agreement less any commission so paid to another member of MLS. Provided 40
 further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by 41
 Broker as a result of cancellation, regardless of whether Seller pays a commission to another MLS member. 42

4. **PROPERTY IS NOT A "DISTRESSED HOME."** Seller warrants that the Property is not a Distressed Home. 43
 A "Distressed Home" (fully defined in RCW 61.34) is a dwelling occupied by the owner as the owner's primary 44
 residence in a single, duplex, triplex, or four-unit residential building that is (1) in the process of foreclosure or in 45
 danger of foreclosure because (a) Seller has defaulted on a mortgage; (b) Seller is at least thirty days delinquent 46
 on a loan secured by the Property; or (c) Seller believes that Seller is likely to default on such mortgage or loan 47
 within four months due to a lack of funds; or (2) at risk of loss due to nonpayment of taxes. If the Property 48
 becomes a Distressed Home during the term of this Agreement, Seller will provide immediate written notice to 49
 Broker of that fact. If Seller provides such notice to Broker, or Broker otherwise becomes aware that the 50
 Property is a Distressed Home, Broker may either terminate this Agreement or, at Broker's request, Seller shall 51
 execute NWMLS Form 1A-DH (Exclusive Sale and Listing Agreement - Distressed Home), containing the same 52
 listing expiration date and commission amounts as set forth in this Agreement. NWMLS Form 1A-DH is available 53
 at <http://www.nwrealestate.com/distressed> and incorporated herein by this reference. 54

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- 5. **KEYBOX.** Broker is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by all members of MLS and their salespeople. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Broker's prior approval which will not be given without Broker first making reasonable efforts to obtain Seller's approval. 55-58
- 6. **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 attached additional pages to 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 Broker to provide the information in this Agreement and the attached additional pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Broker and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 59-66
- 7. **CLOSING COSTS.** Seller agrees to furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller agrees to pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and buyer as of the date of closing. 67-71
- 8. **MULTIPLE LISTING.** Broker shall cause this listing to be published by MLS. Broker may refer this listing to any other cooperating multiple listing service at Broker's discretion. Broker shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, the Seller, neither or both, the member shall be entitled to receive the selling office's share of the commission. **IT IS UNDERSTOOD THAT MLS IS NOT A PARTY TO THIS AGREEMENT AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION ON THE ADDITIONAL PAGES ATTACHED TO THIS AGREEMENT TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.** 72-80
- 9. **DISCLAIMER/SELLER'S INSURANCE.** Neither Broker, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the term of this listing, Seller should request that a "vacancy clause" be added to Seller's insurance policy. 81-87
- 10. **BROKER'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Broker's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller agrees to pay Broker a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Broker shall be entitled to show the Property at all reasonable times. Broker need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property. 88-93
- 11. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Broker as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential) or Form 17C (Unimproved Residential)). Seller agrees to indemnify, defend and hold Broker harmless from and against any and all claims that the information Seller provides on Form 17 or Form 17C is inaccurate. 94-97
- 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 Broker on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Broker. 98-100
- 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. 101-104

DATED THIS _____ DAY OF _____, _____ Are the undersigned the sole owner(s)? YES NO 105

BROKER (COMPANY) _____ SELLER _____ 106

BY _____ SELLER _____ 107