

HOUSEPAD LLP Addendum to Exclusive Agency and Listing Agreement

Date: _____
Property Address, City, County, State, Zip _____ (the "Property")

This is an addendum to the Northwest Multiple Listing Service Form 1B Exclusive Sale and Listing Agreement ("Form 1B") entered into by _____ as "Seller" and HOUSEPAD LLP as "Broker" (this Addendum and Form 1B are collectively referred to as the "Listing Agreement").

This Addendum modifies Form 1 B and contains additional terms concerning the HOUSEPAD LLP listing program. In order to participate as a listing broker in the Northwest Multiple Listing Service ("NWMLS"), Broker is required to execute an approved standard listing agreement called the NWMLS Form 1B (free download from website). In the event of conflict between Form 1B and this Addendum, this Addendum shall prevail.

- 1. LISTED PRICE:** \$_____. Seller is solely responsible for determining the appropriate listing price.
- 2. CONTRACT TERM:** Unless expressly stated otherwise, the Listing Agreement will be effective for a period of 6 months beginning from the date the four required listing forms are executed and delivered to Broker by Seller. Seller may cancel this contract by following the terms of Paragraph 19. Unless expressly agreed otherwise, this Listing Agreement will automatically terminate at the expiration of the 6 month listing period.
- 3. PURPOSE OF THIS CONTRACT:** Seller is hiring Broker to list the property (with its full address information) for sale on the NWMLS, Spokane MLS, and *www.realtor.com*. The listing will make an offer of compensation, as authorized by the Seller in Paragraph 4, to other brokers to find a buyer. Broker is acting only to list the property for sale on the NWMLS and will not earn a commission, negotiate a sale, or provide representation for Seller or Buyer unless expressly agreed to in writing. Seller acknowledges receipt of the information pamphlet entitled "The Law of Real Estate Agency" (free download from website). Other websites mentioned on Broker's website as included are unaffiliated companies that may change their policies at any time, in which case Seller agrees no refund would be due Seller if listing does not appear or does not appear correctly on other such websites.
- 4. BROKER FEE:** After listing entry in the MLS, Broker will charge Seller's credit card the nonrefundable fee *referenced on the Housepad.com order receipt* for the completed services. This receipt is part of this contract and was negotiated and selected by Seller on Broker's website. If Seller paid another company for this listing, the other company will collect the listing payment from Seller and pay Broker. **Broker's upfront fee shall be deemed earned upon submission of the listing to the NWMLS and Spokane MLS and is nonrefundable.** This section concerns fees to be paid to Broker and does not affect Seller's potential obligation to pay a commission to a buyer's broker as set out in the Form 1B. Seller agrees to indemnify, defend, and hold Broker harmless from any claim brought by a buyer's broker or agent seeking payment of a commission.
- 5. REAL ESTATE AGENCY (RCW 18.86):** Broker is subject to the Duties of Real Estate Licensees under Washington law. Seller is intending to limit Broker's involvement in the transaction wherever possible to reduce their brokerage expenses. Unless separately contracted for, Broker will not negotiate on behalf of either party in the purchase and sale transaction, though Broker will pass on any communications by email at no extra charge. Broker will not handle any earnest money on behalf of

buyer or Seller, and Seller will not direct any escrow monies to be given to Broker. Broker will maintain completed purchase and sale agreements in a transaction file only if provided a copy by Seller. Broker is not a party to the transaction. Broker may instruct written offers to be delivered directly to Sellers from buyers or Buyer's agents (also known as the Selling Agent).

6. **INSTALLATION OF SIGNAGE:** Seller is solely responsible for installing lawn signs, and inquiring with the applicable authorities whether the presence of such signs is permitted.
7. **BROKER COMMUNICATIONS AND ELECTRONIC SIGNATURES:** Seller authorizes all Broker communications to Seller to be via e-mail to this e-mail address: . If this preceding box is left blank, Broker will use Seller e-mail on file. Seller will provide another email address if experiencing email receipt problems. Seller is responsible for ensuring their email settings do not filter legitimate emails. If there is a second owner of record for this property, and this Contract is being electronically signed, the second owner will ratify the Contract at the following email address: . This 2nd email address is only for ratification purposes of this Contract, and will not be used for communications from Broker. Broker and Seller agree that an Electronic Signature of any document executed through Broker's website ratification system, including but not limited to this Contract and addendums or amendments to this Contract, will be binding on both Broker and Seller and will be treated for all intents and purposes as if it was physically signed. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The terms used in this Listing Agreement, including but not limited to Electronic Signature, should be construed in accordance with the Uniform Electronic Transaction Act as adopted by the State of Pennsylvania. Seller hereby consents to the use of third party electronic signature capture service providers as chosen by Broker. Forms not executed through Broker's website ratification system may not be electronically signed, unless an exception is granted at Broker's discretion.
8. **REALTOR.COM:** Realtor.com does not permit Broker to display Seller's contact information on Realtor.com, and instead displays Broker's phone number. Broker's phone system will either play Seller's phone number to the caller or, for the published option fee, forward the phone call to Seller's phone number. Seller has read on Broker's website about and understands the difference between basic and showcase listings on Realtor.com. Seller will order the appropriate option if they require showcase features.
9. **WEBSITE ADVERTISING AND PUBLICATION OF SALE PRICE:** Seller agrees to allow the property to be advertised on websites of real estate brokers who participate in download agreements with the MLS, as well as national websites that link to the MLS, as well as other websites selected by Broker. Seller acknowledges that Broker does not control the content, quality, or display of external websites. Seller is also aware that newspapers may publish the final sale price after settlement. Broker has permission to advertise the sales price.
10. **SELLER WILL REVEAL MATERIAL DEFECTS OR ENVIRONMENTAL HAZARDS** to buyers, including Lead Based paint if property built before 1978 (Disclosure of Information on Lead-Based Paint and Hazards Addendum, NWMLS Form 22(J), available for free download from website). In addition, Seller shall satisfy Seller's duty, if any, imposed by the Real Estate Seller Disclosure Law, RCW 64.06. Seller shall provide to Broker prior to MLS activation a completed and signed "Seller Disclosure Statement". Seller agrees to indemnify, defend, and hold Broker harmless from and against any and all claims that the information Seller provides on the Seller Disclosure Statement is inaccurate. All known material defects must be disclosed by Seller to prospective purchasers. A material defect is a problem or condition that:
 - Is a possible danger to those living on the Property, or
 - Has a significant, adverse effect on the value of the Property.

If the Seller is accused of failing to disclose known material defects and/or environmental hazards or otherwise fails to satisfy any duty to disclose:

- Seller will not hold Broker or Licensee responsible in any way
- Seller will indemnify and defend Broker and Licensee against any claims, lawsuits, and actions that result.
- Seller will pay all of Broker's or Licensee's costs that result from Seller's failure to disclose. This includes but is not limited to costs of suit, attorney's fees, and payments made to settle disputes or by court order.

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet entitled *Protect Your Family From Lead in the Home* (free download from website). Seller assumes full responsibility for providing this to buyers.

- 11. DEPOSIT MONEY:** Seller is advised to have an attorney, title company, or the selling broker hold the earnest deposit or escrowed funds, subject to all applicable laws & regulations. Broker will not hold escrowed funds or act as an escrow agent.
- 12. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING:** Federal and state laws make it illegal for Seller, Broker, or anyone to use RACE, COLOR, RELIGION, or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

Seller also acknowledges that many jurisdictions have stricter laws that extend protection to political beliefs, income, sexual orientation, affectional orientation, and other factors. Seller agrees to investigate and comply with all laws regarding discrimination.

- 13. OPEN HOUSES / WEBSITES:** Web addresses are not permitted in the MLS, unless they are the unbranded URL of a professional virtual tour company whose website Seller cannot edit. If Seller purchased a virtual tour elsewhere which Seller wants posted in the MLS, Seller will pay Broker a \$10 fee to review the virtual tour for compliance. NWMLS does not allow Broker to post open houses or broker tours because Broker will not be at these events.
- 14. REPORTING TIMELINESS AND ACCURACY:** Seller accepts full responsibility and liability for the accuracy and timeliness of data submitted by Broker to the MLS. Seller will notify Broker within 12 hours of any changes, corrections, or acceptance of a sales contract. Seller understands that in many cases corrections are required, and Seller will allow Broker the necessary time to make MLS corrections after Seller notification. Seller allows listing data in violation of MLS rules to be changed at Broker's discretion. Seller will notify Broker in writing if they do not receive the email with the MLS proof on the day of listing activation, and will hold Broker harmless for problems in the MLS proof or Realtor.com not discovered until a later date. The listing normally takes a few hours to a few days to appear on Realtor.com. Seller assumes the responsibility for checking Realtor.com for listing display. Seller allows and understands that Realtor.com listing problems require a longer period of time to correct than MLS listing problems. Seller will reply within 24 hours to all inquiries regarding the listing. Broker may have to temporarily withdraw the listing when Seller does not reply within 48 hours, in which case a \$25 service fee to Broker will apply to reactivate the listing. Broker may cancel the listing without refund when Seller does not report to Broker acceptance of a sales agreement within 24 hours. Broker will mark the listing as settled in the MLS after the settlement date given by Seller. If the settlement date changes and Seller does not notify Broker before Broker marks the listing as settled in the MLS, Seller agrees to pay a \$25 processing fee. At settlement, Seller will fax or e-mail a copy of the

signed HUD-1 statement to Broker's office. Seller's credit card will be charged \$50 if the HUD-1 sheet is not delivered to Broker the day of settlement. This fee will be reduced to \$25 if the HUD-1 is delivered to Broker within 7 days following the settlement. This fee will be reversed if Seller provides proof of the HUD-1 was faxed or emailed in a timely manner. Seller's credit card information will be kept on file. Seller's credit card will be charged for any MLS imposed fines if Seller was at fault by not meeting any MLS deadlines or rules, or the requirements of this paragraph. If Seller's credit card expiration is less than one year from the list date, Seller will provide a \$50 security deposit before activation. MLS fines typically range from \$25 to \$1000.

The Real Estate Settlement and Procedures Act (RESPA) requires all fees to be reported on the HUD1 form at settlement. Seller is responsible for having the upfront Broker Fee recorded on the HUD1 sheet as "Paid Outside of Closing, or 'POC' ".

- 15. BROKER NOT RESPONSIBLE FOR DAMAGES:** It shall be Seller's responsibility to authorize and coordinate any and all showings of the Property to buyers and/or cooperating brokers and agents. Seller agrees that Broker shall not be responsible for any loss, theft, or damage to the Property of any nature or kind whatsoever or to any personal property therein, unless such loss, theft, or damage is directly caused by Broker.
- 16. KEYBOX:** Seller does not authorize an electronic keybox on the property unless ordered from Broker. Spokane MLS rules require that if a lockbox is on the property, a Spokane Electronic Lockbox must be available on site. Broker does not provide this lockbox unless Seller pays \$90 plus a deposit in the amount of \$130; accepts the risk of damage or loss resulting from the presence or use of the keybox; and agrees to indemnify, defend, and hold Broker harmless for any such loss or damage. Such keybox may be opened by a master key held by all members of MLS, their salespeople, and affiliated third parties such as inspectors and appraisers. A Broker provided lockbox remains the property of Broker and may not be converted to other uses. The lockbox must be returned to Broker within 5 days of the ending of this listing. Seller shall be liable for Broker's actual damages for failure to return any Broker provided lockbox (e.g., forfeiture of the lockbox deposit). Seller agrees to pay any MLS fines resulting from using a non-MLS lockbox without a Spokane MLS Electronic lockbox.
- 17. DOCUMENT PREPARATION:** Broker will provide assistance with document preparation to Seller. Seller agrees that this assistance will be provided without additional charge only by e-mail communications, in the format of question and answer. Seller agrees to pay Broker \$25 per 15 minutes for any documents Broker must review and/or sign, and the same rate for any time spent by Broker on the phone regarding this listing or transaction. All communications, offers, and negotiations received by Broker will be sent to Seller's registered email address. Additional fees apply for forwarding of communications by other means. Seller will provide Broker with a copy of the agreement of sale. Seller will pay Broker a \$50 fee if Seller withholds the agreement of sale from Broker. Seller may elect to purchase optional, additional assistance from Broker, as available on Broker's website.
- 18. NO OTHER BROKER CONTRACTS:** Seller will not list this property with another broker during the term of this Listing Agreement, unless Seller first cancels this agreement under the terms of Paragraph 19.
- 19. CANCELLATION:** Seller may cancel this contract at any time (unless such termination violates a buyer's broker's right to earn a commission pursuant to the listing agreement), under the following conditions: 1) Seller cancellation request must be in writing with all Sellers' signatures; 2) Seller may not cancel this Listing Agreement when an offer has been presented and the Seller has not replied in writing to the party making the offer; and 3) Seller may not cancel this Listing Agreement if the Property is under a valid and binding sales agreement. Seller must first reject any open offers or be released from any binding Sales Agreement before the listing is canceled. The intent of this paragraph is to prevent claims from Selling Agents seeking payment of a commission after cancellation of this

agreement by Seller. If Seller requires Broker's signature and/or letterhead confirming cancellation, Seller agrees to pay a \$25 processing fee.

- 20. ENTIRE AGREEMENT:** This Listing Agreement is the entire agreement between Broker and Seller. The terms, covenants, and agreements contained herein supersede any and all prior or contemporaneous agreements or understandings, whether oral or written, between the parties. Any change to the terms of this Listing Agreement must be in writing and signed by Broker and Seller. The duties of Broker in this contract are intended to comply with all applicable laws and minimum service standards. The broker's fee and duration of this contract have been determined as a result of negotiations between Broker and Seller. Broker reserves the right to reject, at its sole discretion, any property for submission and to refund Broker Fee to Seller. **If Seller has legal questions concerning this Listing Agreement or any purchase and sale agreement, Seller should consult an attorney.**
- 21. ARBITRATION:** Any controversy between the parties to this agreement involving the construction or application of any of the terms, covenants, conditions, or agreements contained herein shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Pennsylvania General Arbitration Act.
- 22. THIRD PARTY DISPUTES (SELLER'S DUTY TO DEFEND):** In the event an aggrieved party files an arbitration claim or lawsuit against or in any way involving Broker that seeks payment of a commission or money damages in connection with the sale or attempted sale of the Property, Seller agrees to indemnify, defend, and hold Broker harmless from, and aid Broker in defense of any such claim or lawsuit ("Duty to Defend"). Seller further agrees that, upon commencement of such an arbitration claim or lawsuit, Broker may immediately charge \$700.00 on Seller's credit card on file with Broker in anticipation of Broker's legal and administrative fees in responding to such a claim or lawsuit, regardless of its merits. This charge is nonrefundable. This charge is not and should not be construed as a limitation on Seller's Duty to Defend. If Seller fails, for any reason, to fulfill its Duty to Defend, Broker may seek indemnity, contribution, and/or reimbursement from Seller for all costs incurred as a result of the claim or lawsuit, including attorney's fees as well as recovery of all costs of collection thereof, including but not limited to attorney's fees, collection agency fees, court costs, and expenses, less the \$700 previously paid by Seller pursuant to this paragraph.
- 23. MLS COPYRIGHT:** The MLS listing proof sent by Broker to Seller is copyrighted by the MLS. Seller agrees that this listing proof is solely for data accuracy purposes, and will not distribute the file in anyway to anyone. Seller will be responsible for any MLS fines resulting from distributing the MLS listing proof. If Seller desires a highlight sheet, Broker recommends that Seller use their Realtor.com listing for this purpose.
- 24. PHOTOS:** Seller will not supply or instruct Broker to load any photos that were previously uploaded to the MLS by another company, even if Seller owns the copyright to such photos, unless Seller has the written permission from the broker who previously published the photos in MLS. Seller agrees Broker is not responsible to check past listings for photo compliance. Any claims in this regard will be handled as a dispute according to the terms of this Contract.
- 25. ADDITIONAL TERMS:**
- The parties agree that in the event of any breach of this Listing Agreement by Broker or injury to Seller caused by a failure, defect, or malfunction of the MLS or *www.realtor.com* or otherwise arising from or in connection with this Listing Agreement, Seller's remedy against Broker shall be limited to the prorated amount paid by Seller to Broker as Broker's Fee per Paragraph 4 of this agreement.
 - This Listing Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this Agreement.
 - Seller agrees that Broker will not be liable for any consequential damages of any nature caused to the business or the property of Seller by any failure, defect, or malfunction of Seller's listing or any product obtained from Broker.

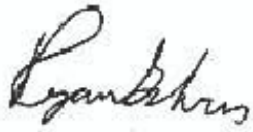
- If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- This Listing Agreement shall be governed by and construed in accordance with the laws of the state of Pennsylvania.
- Seller authorizes any Seller fees to Broker mentioned in this Contract to be charged to Seller's credit card if applicable. Seller also agrees reasonable collections fees will be added to any unpaid and late balances.

26. ATTORNEY'S 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 attorney's fees. In the event of trial, the substantially prevailing party and only the substantially prevailing party shall be awarded its reasonable attorney's fees and expenses in an amount fixed by the court.

Sellers warrant that they are the owners of record of the Property and all of the undersigned agree to the above terms.

Seller's Signature _____ Date: _____

Seller's Signature _____ Date: _____



Broker's Signature _____ Date: _____

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

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

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and 10
(b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease 11
with option to purchase. 12

2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint _____ 13
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's 14
brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers 15
affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to 16
act on Seller's behalf as and when needed. 17

If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Buyer's Broker"), 18
Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual agent. If the 19
Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising 20
Broker acting as dual agents. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate 21
Agency." 22

If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this 23
Agreement plus any additional compensation Firm may have negotiated with the buyer. 24

3. **COMMISSION.** If (a) Firm procures a buyer on the terms in this Agreement, or on other terms acceptable to 25
Seller; or (b) Seller through any other real estate licensee, during the Listing Term, sells the Property; Seller will 26
pay Firm a commission of (fill in one and strike the other) _____% of the sales price, or 27
\$ _____. **From Firm's commission,** Firm will offer a cooperating member of MLS 28
representing a buyer a commission of (fill in one and strike the other) _____% of the sales 29
price, or \$ _____. Further, if Seller shall, within six months after the expiration of the Listing 30
Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other 31
action of Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller 32
will pay Firm the above commission. Provided, that if Seller pays a commission to a member of MLS or a 33
cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be reduced by the 34
amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal cause, 35
Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller 36
pays a commission to another MLS member. 37

4. **NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Seller in a transaction that is a 38
"Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A 39
"Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed 40
Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the 41
property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed 42
Homeowner an interest in, or portion of, the proceeds from a resale of the property. 43

5. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key 44
held by all members of MLS and their brokers. A master key also may be held by affiliated third parties such as 45
inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be 46
given without Firm first making reasonable efforts to obtain Seller's approval. 47

Seller

Seller

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

Continued

6. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the 48
Property on the terms herein and that the Property information on the attached additional pages to this Agreement 49
is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary 50
indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the 51
information in this Agreement and the attached additional pages to prospective buyers and to other cooperating 52
members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees 53
to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and 54
representations are incorrect. 55
7. **CLOSING COSTS.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to 56
the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow 57
fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, 58
interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller 59
and the buyer as of the date of closing. 60
8. **MULTIPLE LISTING SERVICE.** Firm shall cause this listing to be published by MLS. Seller authorizes MLS to 61
distribute the Property information on the attached additional pages to third parties that provide services to Firm 62
and other members of MLS. Firm may refer this listing to any other cooperating multiple listing service at Firm 's 63
discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing 64
is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the 65
agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the 66
commission. IT IS UNDERSTOOD THAT MLS IS NOT A PARTY TO THIS AGREEMENT AND ITS SOLE 67
FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION ON THE ADDITIONAL PAGES ATTACHED 68
TO THIS AGREEMENT TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY 69
RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT. 70
9. **DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing 71
service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind 72
whatsoever to the Property and/or to any personal property therein, including entry by the master key to the 73
keybox and/or at open houses. **Seller is advised to notify Seller's insurance company that the Property is** 74
listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be 75
vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to 76
Seller's insurance policy. 77
10. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's 78
ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, 79
Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, 80
whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to 81
show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an 82
option to purchase, or enter into any agreement other than for immediate sale of the Property. 83
11. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as 84
soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), 85
Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm 86
harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 87
17 Commercial is inaccurate. 88
12. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated 89
damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid 90
therefrom and the balance divided equally between Seller and Firm. 91
13. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is 92
successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party 93
shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses 94
shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 95

DATED THIS _____ DAY OF _____, _____. Are the undersigned the sole owner(s)? • YES • NO 96

FIRM (COMPANY): _____ SELLER: _____ 97

BY: _____ SELLER: _____ 98