

## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

The undersigned seller ("Seller") hereby grants to \_\_\_\_\_ ("Firm")  
from date hereof until midnight of \_\_\_\_\_ ("Listing Termination"), the sole and exclusive right  
to submit offers to purchase, and to receipt for deposits in connection therewith, the real property commonly known  
as \_\_\_\_\_, Parcel #(s) in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of Washington, Zip \_\_\_\_\_, and legally described as:

on Exhibit A. (Seller authorizes Firm to attach Exhibit A if not available at time of listing) ("Property").

1. **DEFINITIONS.** For purposes of this Agreement: (a) "SAR" means the Spokane Association of REALTORS® Multiple Listing Service; (b) "Sell" or "Sale" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase; (c) "Firm's Broker" means Firm's designated broker; (d) "Supervisory Broker(s)" means a broker with Firm appointed to supervise any Listing Broker.

2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint \_\_\_\_\_ ("Listing Broker(s)").  
Supervisory Broker(s) for the Listing Broker(s) is/are \_\_\_\_\_  
(none if not filled in). This Agreement creates an agency relationship in which Firm's Broker, Listing Broker(s) and any Supervisory  
Brokers represent Seller. No other brokers affiliated with Firm represent Seller, except to the extent that Firm, in its discretion, appoints  
other brokers to act on Seller's behalf from time to time, as and when needed; and such additional brokers will only be representing  
Seller during the period of any such appointment.

If the Property is sold to a buyer represented by any of Firm's brokers that do not represent Seller, Seller consents to Firm's Broker  
and, if any Supervisory Broker also manages the broker representing the Buyer, acting as dual agents. If the property is sold to a buyer  
that the Listing Broker also represents, Seller consents to Listing Broker, Firm's Broker, and Listing Broker's Supervisory Broker(s), if  
any, acting as dual agents. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."

If any of Firm's broker(s) act(s) as a dual agent, then Firm shall be entitled to the entire compensation payable under this Agreement  
plus any additional compensation Firm may have negotiated with the buyer.

3. **LISTING TERMS.** a. **Seller(s)** full name(s) is/are: \_\_\_\_\_

b. **Listing Nature and Price.** (Complete all applicable provisions):

Seller agrees to sell the Property at a listed price of \$ \_\_\_\_\_

Seller agrees to lease the Property at a total rent of \$ \_\_\_\_\_ per \_\_\_\_\_ for a term of \_\_\_\_\_

upon the following conditions: \_\_\_\_\_

Seller agrees to exchange the Property for another property acceptable to Seller upon terms and conditions acceptable to Seller.

c. **Acceptable Terms of Sale.** (Complete all applicable provisions):  Cash  Cash to existing encumbrance(s)  Conventional  
Financing  FHA Financing  VA Financing  Seller Financing Purchase with a down payment of not less than \$ \_\_\_\_\_  
and payment of the balance secured by a Deed of Trust, Mortgage or Real Estate Contract with interest of not less than \_\_\_\_\_%  
per annum and installment payments of not less than \$ \_\_\_\_\_ per \_\_\_\_\_ including interest.

Other acceptable terms and any limitations: \_\_\_\_\_

d. **Extension of Listing Termination During Transaction.** This Agreement shall remain in effect, and the date stated for Listing  
Termination will be extended until all transactions with any buyers are terminated.

e. **Additional Information/Terms.** \_\_\_\_\_

4. **TOTAL COMMISSION.** (Complete all applicable provisions) If, while this Agreement remains in effect, Firm procures a buyer for the  
Sale of the Property on the terms in this Agreement or on other terms acceptable to Seller, or Seller directly or indirectly Sells or  
contracts to Sell any interest in the Property, then Seller will pay Firm a commission: in the case of a sale or exchange, \_\_\_\_\_%  
of the total selling price, but not less than \$ \_\_\_\_\_; in the case of a lease, \_\_\_\_\_% of the total gross rents payable during  
the first \_\_\_\_\_ year(s) of the lease term plus \_\_\_\_\_% of the total gross rents payable during the remainder of the lease term. If  
an agreed lease provides for one or more renewal option(s) which are exercised, an additional commission of \_\_\_\_\_% of the rents  
payable during each such renewal period shall be paid in cash upon exercise of each such renewal option. If an agreed lease provides  
an option for the purchase, then the sale commission shall be payable if the option is exercised and the Sale is closed.

Commission is also payable if, within \_\_\_\_\_ (180 days if not filled in) days following the Listing Termination (as it may have been  
extended), Seller Sells or contracts to Sell any interest in the Property to any person or entity: (a) to whom the Property was offered or  
shown or to whose attention the Property was directly or indirectly brought, prior to Listing Termination (~~including indirect information  
procured prior to Listing Termination by any broker or any person then or thereafter acting on the buyer's behalf~~); or (b) to  
whose attention the Property was brought ~~either before or~~ after Listing Termination as a direct or indirect result of any of Listing  
Firm's signs, advertising, brochures, or other or other marketing actions prior to the Listing Termination. Except as provided in the  
next sentence, if a commission is paid to an SAR firm in connection with a Sale (whether or not the Property is then listed with any  
firm), the amount of commission payable to Firm shall be limited to the amount of the commission that would have been payable  
pursuant to this Agreement less any commission so paid to another SAR firm. However, if Seller cancels this Agreement early without  
legal cause, Seller may shall be liable for damages incurred by Firm as a result of early cancellation, regardless of whether Seller lists  
the Property with or pays any commission to another firm, which damages would include the applicable amount of commission paid  
payable hereunder absent such cancellation.

PROPERTY ADDRESS: \_\_\_\_\_ Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Seller's exceptions, if any, are: \_\_\_\_\_ (none if not filled in).  
Exceptions shall expire and not apply to any offers received from any of the foregoing after \_\_\_\_\_ 20 \_\_\_\_\_.  
Further, no exception will apply at any time if the excepted party is represented by a broker.

Cooperating Firm's Share of Total Commission: \_\_\_\_\_ % of total selling price or \$ \_\_\_\_\_ (complete whichever is applicable).

- 5. MULTIPLE LISTING.** Except as limited by Section 3.e., Firm shall submit this listing and Listing Content referred to in this Section to SAR. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of SAR, 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 SAR member is the agent of the buyer, the Seller, neither or both, the member shall be entitled to receive the cooperating Firm's share of the commission shown above in Section 4. IT IS UNDERSTOOD THAT SAR IS NOT A PARTY TO THIS AGREEMENT AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION ON THIS AGREEMENT AND/OR A PROPERTY DATA SHEET OR SIMILAR FORM PREPARED IN CONJUNCTION HEREWITH TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT. SAR is an intended third party beneficiary of the provisions in this Section.

Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Firm or Listing Broker constitute "Seller Listing Content," and similar information otherwise obtained or produced by Firm or Listing Broker in connection with this Agreement represent "Broker Listing Content." Seller acknowledges and agrees that except as limited by Section 3.e., all such Listing Content may be filed with SAR and other multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Firm a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason. Seller represents and warrants to Firm that the Seller Listing Content, and the license granted to Firm for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Seller acknowledges and agrees that as between Seller and Firm, all Broker Listing Content is owned exclusively by Firm, and Seller has no right, title or interest in or to any Broker Listing Content. Seller further acknowledges having been advised that recording conversations or statements of persons without first obtaining their permission, including within the Property, violates RCW 9.73.030.

- 6. FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act that materially impairs Firm'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 Firm a commission in the agreed amount applied to the listing price herein, whichever is applicable. Firm shall be entitled to show the Property at all reasonable times. Firm and Listing 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.
- 7. KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by access keys held by SAR member brokers and appraisers, as well as licensed home inspectors that are affiliate members of SAR.
- 8. 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, will not automatically relieve Seller of the obligation to pay any debt or costs remaining at or after closing, including fees such as Firm's commission. 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 in the statute), 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.
- 9. DISCLAIMER/INDEMNITY/SELLER'S INSURANCE.** Neither Firm, SAR, nor any member of SAR, nor any member of any multiple listing service to which this listing is referred shall be responsible for injury, loss, theft, or damage of any nature or kind whatsoever to the Property, to any personal property within or about the Property, to any person or entity who may enter upon the Property, including entry by the master key to the keybox and/or at open houses and showings, absent willful misconduct of the Released Party. Seller shall be solely responsible for maintaining the condition of the Property in a safe condition, for providing adequate warnings and signage at the Property to advise of any unsafe or hazardous conditions, and for maintaining appropriate insurance coverage. Seller assumes all risk of unauthorized entry by means of any keybox placed upon the Property. SELLER IS SOLELY RESPONSIBLE FOR NOTIFYING SELLER'S HAZARD AND LIABILITY INSURANCE COMPANY/IES THAT THE PROPERTY IS LISTED FOR SALE AND A KEYBOX HAS BEEN INSTALLED, AND ASSURING THAT ADEQUATE INSURANCE COVERAGE IS MAINTAINED IN EFFECT. IF THE PROPERTY IS TO BE VACANT DURING ALL OR PART OF THE TERM OF THIS AGREEMENT, SELLER IS ADVISED TO REQUEST SELLER'S INSURANCE COMPANY/IES TO ADD A "VACANCY CLAUSE" TO SELLER'S POLICY/IES. SELLER SHALL INDEMNIFY FIRM, FIRM'S BROKER(S), AND OTHER BROKERS SHOWING THE PROPERTY FROM ANY INJURIES, LOSSES OR DAMAGES SUSTAINED OR CLAIMED TO HAVE BEEN SUSTAINED BY ANY PERSONS COMING UPON THE PROPERTY IN ANY WAY IN CONNECTION WITH THIS AGREEMENT ABSENT WILLFUL MISCONDUCT BY THE INDEMNITEE.

**10. TITLE COMMITMENT.**

*Seller's Initials*

\_\_\_\_\_ Seller authorizes Firm to order a preliminary title report, on their behalf, and shall reimburse Firm if  
\_\_\_\_\_ cancellation fees are charged.

- 11. SELLER'S REPRESENTATIONS AND WARRANTIES.** The individual(s) executing this Agreement as Seller represent they are the owner of the Property or have full power and right to enter into this Agreement and to sell and convey or lease, as applicable, the Property in accordance with this Agreement. Seller also represents to the best of Seller's knowledge that: (a) all property information provided to Firm is correct and Firm, its brokers, and SAR are fully authorized and licensed to use all such provided information for any purpose related to marketing the Property; (b) there are no structures or boundary indicators that either encroach on adjacent property or onto the Property from adjacent property; (c) Seller has good and marketable title to the Property other than monetary encumbrances to be paid by Seller at or before Closing (with building or use restrictions general to the area in which the Property is situated, existing easements, and building or zoning regulations not being considered encumbrances for purposes of this provision). Seller also warrants Seller has the necessary rights in any photographs, ~~or other items provided to Firm to allow Firm to use them in images, graphics, audio and video recordings, virtual tours, drawings, descriptions, and any other item or material that may be subject to copyright interests (collectively "Media Materials") and hereby confirms that Firm and SAR are licensed to utilize any or all of them for any purposes related to~~ marketing the Property. Seller further warrants and agrees that Seller has no right or interest in any Media Materials provided or produced by or on behalf of anyone associated with Firm and that Firm and its brokers may use all such Media Materials for all purposes. Seller covenants to promptly provide corrected information to Firm in writing if Seller learns any information or matters referred to above are or have changed such that any representation would no longer be correct if then made. Seller authorizes Firm to provide information provided by Seller to Firm in connection with this Agreement to prospective buyers and to other cooperating members of SAR who do not represent Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm, Firm's Broker, any Supervisory Broker, and Listing Broker(s) and other member of SAR harmless in the event any of the foregoing representations are incorrect, or in the event Seller learns any of the above information or matters are or become incorrect and fails to timely advise Firm of the correct information in writing.
- 12. SELLER DISCLOSURE STATEMENT/CONCEALED DEFECTS.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Listing Broker as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential) or Form 17C (Unimproved Residential)). Regardless of whether Seller provides a Seller Disclosure Statement, Seller warrants that Seller will provide written disclosure to Firm and Listing Broker of all known latent defects or material conditions that are not obvious or readily ascertainable affecting the Property. Seller agrees to indemnify, defend and hold Firm and its brokers harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C or similar statutorily prescribed form is inaccurate, or with regard to any concealed defects for which Seller has provided no written disclosure.
- 13. RELEASE OF INFORMATION AUTHORIZATION.** Seller hereby authorizes any lender, escrow agent or other person having information, documents or records pertaining to the Property, including its title or encumbrances thereon, to release such information and copies of such documents to Firm and Seller's Listing Broker. A copy of this authorization shall be as effective as a signed original.
- 14. CLOSING.** Subject to a buyer mutually agreeing with Seller otherwise, Seller agrees to: (a) furnish and pay for an owner's policy of title insurance insuring marketable title to the Property; (b) pay real estate excise tax and one-half of any escrow fees (or such portion of any escrow fees and any other fees or charges that may not be charged to the buyer in the case of FHA or VA financed sales); and (c) cooperate with the buyer to appropriately prorate rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance as of the closing date. Seller will complete any certification requested by the Closing Agent in connection with the federal Foreign Investment in Real Property Tax ("FIRPTA") and understands that if Seller is a foreign person or entity the Closing Agent may remit a portion of the amount realized from the sale to the Internal Revenue Service in compliance with FIRPTA.
- 15. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains any portion of any earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm or Listing Broker on Seller's behalf shall be paid therefrom and the balance will be divided equally between Seller and Firm.
- 16. 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 attorney fees. In the event of trial, the successful party shall be entitled to an award of reasonable attorney fees and expenses; the amount of the attorney fees and expenses shall be fixed by the court. The venue of any suit shall be in Spokane County, Washington.
- 17. SELLER OPT-OUT.** Check one if applicable:

- a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet: or
- b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
- I understand and acknowledge that, if I have selected option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

Initials of Seller (if a. or b. are selected): \_\_\_\_\_

NOTICE TO SELLER: THE TERMS OF THIS AGREEMENT, INCLUDING THE AGREED COMMISSION AND AMOUNT PAYABLE TO A COOPERATING FIRM, ARE NEGOTIABLE BETWEEN FIRM AND SELLER PRIOR TO SIGNATURE BY SELLER. THIS IS A LEGAL AND BINDING CONTRACT. IF SELLER DOES NOT UNDERSTAND ANY PORTION OF THIS AGREEMENT, SELLER IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

"FIRM": \_\_\_\_\_ By: \_\_\_\_\_  
(Listing Brokerage) (Listing Broker)

"SELLER": \_\_\_\_\_ "SELLER": \_\_\_\_\_

Mailing Address: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Street City State Zip  
Phone: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Work) (Home) (Cell)  
Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**Delete Seller's Initials (\_\_\_\_) (\_\_\_\_) on  
page 3 of Agreement**

PROPERTY ADDRESS: \_\_\_\_\_ Seller's Initials (\_\_\_\_) (\_\_\_\_)