

PRE-LISTING GUIDE



Windermere Real Estate/NCW



Our aim is to assist you in reaching your goals by minimizing friction points with potential buyers and working to maximize the buyer pool.



EDUCATED AND EMPOWERED

Welcome to your selling journey! Our goal is to empower you with the knowledge and support needed to achieve the best possible outcome. We are committed to providing a proactive, client-focused approach that makes the selling process seamless and stress-free. With our full-service professional team, we offer expert guidance and clear strategies tailored to your unique needs, ensuring you feel confident every step of the way. Let us help you maximize your property's potential and turn your real estate goals into a successful sale with ease and peace of mind.



Your Real Estate Trusted Advisors,

Brandon and Becky Long

BUSINESS HOURS

We pride ourselves on good communication and follow through. Below are our general business hours but there are exceptions, for example, when we are in the middle of a purchase transaction. Other than Sundays, emails, texts, and voicemails will be returned the same business day.



Sunday - Recharging Day
Monday - 9:00 am - 7:00 pm
Tuesday - 9:00 am - 7:00 pm
Wednesday - 9:00 am - 7:00 pm
Thursday - 9:00 am - 7:00 pm
Friday - 9:00 am - 7:00 pm
Saturday - 10:00 am - 7:00 pm

Brandon Long

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Becky Long

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GET TO KNOW US

We are Brandon and Becky Long, your trusted real estate advisors

We prioritize service over all else. We are intentional and others-focused in all we do – whether Brandon’s distinguished service in the US Army and a 20+ career in law enforcement, or Becky’s 20 years as a full-time real estate professional who has served in both the local and state REALTOR associations, **it is all about serving others**. Together we enjoy serving our real estate clients, church family, and friends and family. Speaking of family, we have two adult kids, one of which is also a real estate Broker, and the other works in the hospitality industry.



We love living in the beautiful Wenatchee Valley and enjoy exploring the area through glamping, kayaking, and scenic road trips. We are also foodies and love to explore locally owned tasting rooms and restaurants. At home, we love to cook and entertain, and laugh at our cat’s antics.

~ C O N N E C T W I T H U S ~

Brandon Long

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Why Windermere?

IT'S ABOUT RELATIONSHIPS.

In 1972, John Jacobi set out to change the real estate industry by putting relationships before sales quotas, with an emphasis on service to our clients and our community. Over 50 years, this mission has helped grow Windermere into one of the largest real estate companies in the nation, with more than 300 offices and 7,000+ agents throughout the Western U.S. and Mexico.

While the real estate industry has changed substantially over the years, our core values of relationships, community, collaboration, and professionalism have remained central to how we do business, and will continue to do so for years to come.

EXCEPTIONAL SERVICE

UNSURPASSED INTEGRITY

A STRICT CODE OF ETHICS

LOCALLY OWNED AND OPERATED OFFICES

NEIGHBORHOOD KNOWLEDGE

MARKET EXPERTISE

PREMIUM TOOLS AND SERVICES

GIVING BACK TO OUR COMMUNITIES





My Provided

Five Points of Value

- 1 ENHANCE HOME VALUE**
We'll walk through your property together and I'll show you ways to enhance the value so you get top dollar.
- 2 PRICING STRATEGY**
I'll help you with a pricing strategy — not pricing too high so you scare buyers away, or too low so you leave money on the table.
- 3 MAXIMUM EXPOSURE**
My marketing plan will give you maximum exposure so we attract more buyers and more contacts. The more buyers and contacts you have, the higher your property will sell.
- 4 NEGOTIATE THE BEST CONTRACT**
I'll help you negotiate the best contract. Negotiation is an important skill in any market.
- 5 TRANSACTION MANAGER**
I am your transaction manager. There are a lot of moving parts. My job is to handle those parts so your contract closes on time.



Action Plan

Our Goal: To minimize friction points and maximize buyer pool.

Pricing:

- Market Overview
- Review Market Comparables and Competition
- Determine Seller Goals
- Analyze Inclusions and Exclusions
- Discuss Listing Brokerage and Buyer Brokerage Compensation
- Price Property Based on Market Conditions
- Prepare a Seller's Estimated Net Proceeds

Marketing:

- Professional Photography
- Virtual Tour and Photo Gallery Created
- Uploaded to Northwest Multiple Listing
- Property Information Presentation Prepared
- Create Custom Property Feature List
- Listing uploaded to top real estate websites including Windermere.com, Realtor.com, Zillow, Redfin and all MLS Based Real Estate Office Websites
- Listing Marketing Package created on Maxa
- Custom Property Flyers Created
- Windermere Sign and Secure Lockbox Installed
- Presented to the Windermere Office During a Tuesday Team Meeting
- Broker's Open House Held on the Wednesday After Listing

Staging and Preparing:

- Prepare a Room-by-Room Pre-Listing Checklist
- Pre-Listing Inspection Completed
- Review Inspection Report to Determine Potential Repairs and Home Improvements, Including any Lender Required Repairs
- Order Professional Photography After Staging
- Order and Review Preliminary Title Commitment
- All Seller Required Disclosures Completed and Signed and Required Reports Attached
- Complete Listing Paperwork and Property Data
- Seller Install Smoke and CO Detectors and Seismic Straps on Hot Water Tank

Service and Communication:

- Follow up on All Showings for Feedback
- Continue to Monitor Market Conditions
- Weekly Update on Listing and Market Activity
- Answer all Calls and Questions from Buyer Brokers - Always Advocating on Your Behalf
- Present all Written Offers for Your Consideration
- Prepare a Seller's Estimated Net Proceeds for Each Offer we Receive
- Negotiate on Your Behalf
- Prepare a Calendar of Important Dates, After Accepted Offer
- Coordinate all Inspections with Buyer Broker
- Continuous Communication with Buyer Broker, Lender, Appraiser and Escrow
- Coordinate any Repairs to be Completed Prior to Closing
- Coordinate the Timing and Details to Align with Your Future Plans





Guiding You Through The Inspection

Home inspections are a critical part of the home buying and selling process.

Inspections take the mystery out of selling your home and may make it easier for prospective buyers to imagine themselves living there. By making repairs and disclosing the home's condition to a prospective buyer before negotiations begin, you can create an atmosphere of good faith and instill confidence about your home's condition. This, in turn, may help sell your home faster and at a higher price.

A home inspection benefits all parties involved by providing insight into the condition of the home, thereby helping to reduce the overall listing time of your property.

I CAN HELP YOU

FIND A REPUTABLE INSPECTOR AND HOME REPAIR CONTRACTORS

PREPARE FOR WHEN UNKNOWN PROBLEMS ARE DISCOVERED

REVIEW INSPECTION OPTIONS

NEGOTIATE FAIR AND APPROPRIATE SOLUTIONS IF NECESSARY





Reaching Buyers with Online Marketing

Simply put, the more buyers you can attract, the better chance you have to sell your home. According to a national survey,* 100 percent of home buyers use the Internet to search for homes, which is why it's crucial to have an effective online marketing strategy when you sell. Here's what I offer:

My access to the Multiple Listing Service means I can guarantee maximum exposure for your home. By posting it to the MLS, it will also appear on all other major participating brokerage sites in your area, as well as Windermere.com. Windermere's listings also appear on Realtor.com®, Zillow, and Trulia, which attract a combined total of approximately 330 million home buyers every month.

Your home is your most treasured asset. With my help, we can maximize this opportunity to reach buyers in your community and beyond.



Combined 330 million unique monthly visitors

** National Association of REALTORS®
2025 Profile of Home Buyers and Sellers*



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02/26/25





Market Preparation Guide

Properly preparing your home for sale is one of the best ways to make a favorable impression that will help it sell more quickly and for the best price. I can help you stage your home or refer you to an accredited staging professional. But there are a lot of things you can do yourself, both before and during showings, to improve its appeal.

BEFORE SHOWINGS

- › Turn on all interior lights, even during the day, and exterior lights at night.
- › Make the temperature comfortable—approximately 68 degrees.
- › Keep pets in a separate area, and change litter boxes daily.
- › Put money and other valuables out of sight.
- › Keep curtains, drapes and shades open.
- › Open all doors inside the home, except closets.

DURING SHOWINGS

- › A buyer will likely spend more time previewing your home if you're not there.
- › If you can't leave the home, try to stay out of the way, and keep children quiet and out of the way.
- › Don't precede or follow potential buyers through your home.
- › Let the sales associate show and sell your home.

Here's a checklist to help you identify areas in your home that may need improvement in order to make the best impression on potential buyers.

ENTRY, LIVING, DINING, FAMILY ROOMS

- Traffic Patterns
- Furniture Arrangement
- Window Coverings
- Fireplace
- Floors/Carpet
- Walls & Ceilings

KITCHEN

- Countertops
- Cabinets—Exterior & Interior
- Appliances
- Faucets & Sinks
- Floor
- Walls & Ceiling

BATHROOM(S)

- Tub
- Shower Enclosure
- Tile & Grout
- Sinks & Counters
- Toilet
- Faucets
- Floor
- Walls & Ceiling

BEDROOM(S)

- Traffic Patterns
- Furniture Arrangement
- Window Coverings
- Closets
- Floor/Carpet
- Walls & Ceiling

YARD

- Lawn
- Hedges & Shrubs
- Flower Beds
- Fences & Gates
- Walks & Driveways

HOME EXTERIOR

- Paint
- Trim Paint
- Porches, Decks, Railings
- Brickwork
- Siding
- Front Door
- Roof

BASEMENT

- Stairway
- Floor
- Storage Areas
- Finished Areas
- Windows & Window Coverings

GARAGE

- Storage
- General
- Doors
- Windows
- Window Frames
- Lights



Pricing Your Property

The market value of your home is what buyers are willing to pay in today's market conditions. My job is to help you set the right price from the start, and to position your property so it stands out in the market.

DANGERS OF PRICING ABOVE MARKET VALUE:

- › True target buyers may not see your property because it's listed out of their price range.
- › Buyers in the higher price point may compare your home to other homes at that price and consider it a bad value.
- › It may sit on the market longer and sell for less than asking price. MLS statistics show that the longer a home is on the market, the lower the sales price.

YES	WE CAN CONTROL: <ul style="list-style-type: none">› Price› Terms of Sale› Condition of Property
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NO	WE CANNOT CONTROL: <ul style="list-style-type: none">› Location› Competition› Market Conditions
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HERE'S HOW I WILL PRICE AND POSITION YOUR PROPERTY FOR THE HIGHEST RETURN:

- › Analyze current market conditions and sales prices of comparable properties.
- › Discuss your goals and needs.
- › Advise you about ways to make your property more attractive to buyers.
- › Create a comprehensive marketing plan targeting the most likely buyers.
- › Market your property to other agents, and get their feedback on its price and presentation.
- › Keep you up-to-date on sales activity and market conditions.





REAL ESTATE BROKERAGE IN WASHINGTON



Introduction

This pamphlet provides general information about real estate brokerage and summarizes the laws related to real estate brokerage relationships. It describes a real estate broker's duties to the seller/landlord and buyer/tenant. Detailed and complete information about real estate brokerage relationships is available in chapter 18.86 RCW.

If you have any questions about the information in this pamphlet, contact your broker or the designated broker of your broker's firm.

Licensing and Supervision of Brokers

To provide real estate brokerage services in Washington, a broker must be licensed under chapter 18.85 RCW and licensed with a real estate firm, which also must be licensed. Each real estate firm has a designated broker who is responsible for supervising the brokers licensed with the firm. Some firms may have branch offices that are supervised by a branch manager and some firms may delegate certain supervisory duties to one or more managing brokers.

The Washington State Department of Licensing is responsible for enforcing all laws and rules relating to the conduct of real estate firms and brokers.

Agency Relationship

In an agency relationship, a broker is referred to as an “agent” and the seller/landlord and buyer/tenant is referred to as the “principal.” For simplicity, in this pamphlet, seller includes landlord, and buyer includes tenant.



For Sellers

A real estate firm and broker must enter into a written services agreement with a seller to establish an agency relationship. The firm will then appoint one or more brokers to be agents of the seller. The firm’s designated broker and any managing broker responsible for the supervision of those brokers are also agents of the seller.



For Buyers

A real estate firm and broker(s) who perform real estate brokerage services for a buyer establish an agency relationship by performing those services. The firm’s designated broker and any managing broker responsible for the supervision of that broker are also agents of the buyer. A written services agreement between the buyer and the firm must be entered into before, or as soon as reasonably practical after, a broker begins rendering real estate brokerage services to the buyer.



For both Buyer and Seller - as a Limited Dual Agent

A limited dual agent provides limited representation to both the buyer and the seller in a transaction. Limited dual agency requires the consent of each principal in a written services agreement and may occur in two situations: (1) When the buyer and the seller are represented by the same broker, in which case the broker’s designated broker and any managing broker responsible for the supervision of that broker are also limited dual agents; and (2) when the buyer and the seller are represented by different brokers in the same firm, in which case each broker solely represents the principal the broker was appointed to represent, but the broker’s designated broker and any managing broker responsible for the supervision of those brokers are limited dual agents.



Duration of Agency Relationship

Once established, an agency relationship continues until the earliest of the following:

1. Completion of performance by the broker;
2. Expiration of the term agreed upon by the parties;
3. Termination of the relationship by mutual agreement of the parties; or
4. Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.

Written Services Agreement

A written services agreement between the firm and principal must contain the following:

1. The term (duration) of the agreement;
2. Name of the broker(s) appointed to act as an agent for the principal;
3. Whether the agency relationship is exclusive (which does not allow the principal to enter into an agency relationship with another firm during the term) or nonexclusive (which allows the principal to enter into an agency relationship with multiple firms at the same time);
4. Whether the principal consents to limited dual agency;
5. The terms of compensation;
6. In an agreement with a buyer, whether the broker agrees to show a property when there is no agreement or offer by any party or firm to pay compensation to the broker's firm; and
7. Any other agreements between the parties.

A Broker's Duties to All Parties

A broker owes the following duties to all parties in a transaction:

1. To exercise reasonable skill and care;
2. To deal honestly and in good faith;
3. To timely present all written offers, written notices, and other written communications to and from either party;
4. To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party. A material fact includes information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a transaction, or operates to materially impair or defeat the purpose of the transaction. However, a broker does not have any duty to investigate matters that the broker has not agreed to investigate;
5. To account in a timely manner for all money and property received from or on behalf of either party;
6. To provide this pamphlet to all parties to whom the broker renders real estate brokerage services and to any unrepresented party;
7. To disclose in writing who the broker represents; and
8. To disclose in writing any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party.

A Broker's Duties to the Buyer or Seller

A broker owes the following duties to their principal (either the buyer or seller):

1. To be loyal to their principal by taking no action that is adverse or detrimental to their principal's interest in a transaction;
2. To timely disclose to their principal any conflicts of interest;
3. To advise their principal to seek expert advice on matters relating to the transaction that are beyond the broker's expertise;
4. To not disclose any confidential information from or about their principal; and
5. To make a good faith and continuous effort to find a property for the buyer or to find a buyer for the seller's property, until the principal has entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Limited Dual Agent Duties

A limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal. A broker, acting as a limited dual agent, owes the following duties to both the buyer and seller:

1. To take no action that is adverse or detrimental to either principal's interest in a transaction;
2. To timely disclose to both principals any conflicts of interest;
3. To advise both principals to seek expert advice on matters relating to the transaction that are beyond the limited dual agent's expertise;
4. To not disclose any confidential information from or about either principal; and
5. To make a good faith and continuous effort to find a property for the buyer and to find a buyer for the seller's property, until the principals have entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Compensation

In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation Disclosure" to the buyer in a transaction for commercial real estate).

A services agreement must contain the following regarding compensation:

1. The amount the principal agrees to compensate the firm for broker's services as an agent or limited dual agent;
2. The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and
3. The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

Short Sales

A "short sale" is a transaction where the seller's proceeds from the sale are insufficient to cover seller's obligations at closing (e.g., the seller's outstanding mortgage is greater than the sale price). If a sale is a short sale, the seller's real estate firm must disclose to the seller that the decision by any beneficiary or mortgagee, to release its interest in the property for less than the amount the seller owes to allow the sale to proceed, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including real estate firms' compensation.



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Northwest Multiple Listing Service
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RCW 18.86.120

EXCLUSIVE SALE AND LISTING AGREEMENT

This Exclusive Sale and Listing Brokerage Services Agreement (the "Agreement") is made by and between _____ ("Seller") and _____ ("Buyer")

Seller _____ Seller _____
Windermere Real Estate/NCW ("Listing Firm" or "Firm") with regard
to the real property commonly known as _____, City _____,
County _____, WA, Zip _____; and legally described on Exhibit A ("the Property").

1. **DEFINITIONS.** (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; or an option to purchase. Firm need not submit to Seller any offers to lease, rent, or enter into any agreement other than for sale of the Property.

2. **TERM.** Seller hereby grants to Listing Firm the exclusive right to list and sell the Property from the date of mutual acceptance of this Agreement ("Effective Date") until midnight of _____ ("Listing Term"). If this Agreement expires while Seller is a party to a purchase and sale agreement for the Property, the Listing Term shall automatically extend until the sale is closed or the purchase and sale agreement is terminated.

3. **AGENCY.**
a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."
b. Listing Broker. Listing Firm appoints Becky Long to represent Seller ("Listing Broker"). This Agreement creates an agency relationship with Listing Broker and any of Firm's managing brokers who supervise Listing Broker ("Supervising Broker") during the Listing Term. No other brokers affiliated with Firm are agents of Seller.

4. **LIMITED DUAL AGENCY.**
a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller.

Seller's Initials Date Seller's Initials Date

b. Firm Limited Dual Agency. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Listing Firm's Buyer's Broker, acting as a limited dual agent.

5. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached Listing Input Sheets ("Listing Information") and photographs, images, videos, virtual tours, drawings, renderings, sketches, floorplans, and other representations of the Property (collectively the "Photographs") to be published by MLS on _____ ("List Date"), which date shall not be more than 90 days from the Effective Date. Seller acknowledges that exposure of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller shall not materially interfere with Listing Firm's marketing of the Property. To address any privacy or similar concerns, Seller may instruct Listing Broker to limit marketing by not displaying the Property address or map location on the internet, by eliminating any and all internet advertising, and by imposing specific showing requirements and other similar restrictions.

6. **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.

Seller's Initials Date Seller's Initials Date

EXCLUSIVE SALE AND LISTING AGREEMENT

- 7. COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Seller sells the Property and the sale closes; or the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay compensation as follows:
- a. Listing Firm Compensation.
- i. 2.5 % of the sales price; \$ _____; other: _____; or
 - ii. If the buyer is not represented by a buyer brokerage firm, the Listing Firm compensation shall be _____% of the sales price; \$ _____; other _____ (equal to the amount in subsection 7(a)(i) above if not filled in).
- b. Buyer Brokerage Firm Compensation. Seller acknowledges that offering compensation to a cooperating member of MLS representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Compensation") is not required.
- Seller's Offer of Compensation.** Seller offers Buyer Brokerage Compensation as follows:
- i. _____ % of the sales price; \$ _____; or other _____ to Buyer Brokerage Firm, which includes another broker affiliated with Listing Firm who represents the buyer; or
 - ii. If the Listing Broker is a limited dual agent and represents both Seller and the buyer, _____ % of the sales price; \$ _____; or other _____ (equal to the amount in subsection 7(b)(i) above if not filled in) to be paid to Listing Firm as Buyer Brokerage Compensation.
 - iii. Buyer Brokerage Compensation shall be paid as set forth above, unless modified by the buyer in a mutually accepted purchase and sale agreement. The offered amount may not be withdrawn or reduced with respect to a buyer after that buyer or the Buyer Brokerage Firm has notified the Listing Firm or Seller of that buyer's intent to submit an offer (and for three calendar days thereafter). Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.
 - iv. If checked, the offer to pay Buyer Brokerage Compensation shall extend to licensed brokerage firms that are not members of MLS.
- Buyer to Request Compensation in Offer.** In lieu of offering a specific compensation amount, Seller invites the buyer to include in the buyer's offer, the amount that the buyer requests Seller to compensate the Buyer Brokerage Firm, which amount must be agreed to by the parties. "Request in Offer" will be displayed in the compensation section of the listing.
- No Offer of Compensation.** Seller declines to offer and does not intend to pay Buyer Brokerage Compensation. Seller acknowledges that a buyer may still submit an offer that includes an amount that the buyer requests Seller to compensate the Buyer Brokerage Firm. "None" will be displayed in the compensation section of the listing.
- c. Expiration of the Listing Term. If Seller shall, within _____ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm and Buyer Brokerage Firm the above compensation at closing. Provided, that if Seller pays compensation to other licensed brokerage firms in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other listing firm and the compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other buyer brokerage firm.
- d. Cancellation Without Legal Cause. If Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another licensed brokerage firm.
- e. Additional Consent. 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.

EXCLUSIVE SALE AND LISTING AGREEMENT

- 8. REFERRAL FEE DISCLOSURE.** Listing Firm is; is not (is not, if not filled in) obligated to pay a portion of the Listing Firm compensation to a real estate firm ("Referring Firm") that referred Seller to Listing Firm. Seller consents to Listing Firm sharing a portion of the Listing Firm compensation as follows:
- a. Referring Firm: _____;
- b. Referral Fee: _____ % of the Listing Firm compensation; or \$ _____.
- 9. PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property which may be opened by an electronic key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
- a. Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller authorizes; does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm shall; shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm shall; shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.
- 10. MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish and distribute the Listing Information and Photographs (collectively, the "Listing Data") to other members of MLS and their affiliates and third parties for public display and other purposes, subject to any restrictions imposed by Seller. This authorization shall survive the termination of this Agreement. Firm is authorized to 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. Firm may provide this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is provided, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third-party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.
- 11. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is provided shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. 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 Listing Term, Seller is advised to request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030 and Seller shall indemnify and hold Firm and other members of MLS harmless from any related claims.
- 12. 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, Seller warrants that Seller has the necessary rights in the Photographs to allow Firm to use them as contemplated by this Agreement. Seller shall indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets and any supplemental document describing features or conditions of the Property (attached to and incorporated into this Agreement by this reference) is correct.
- 13. 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.

EXCLUSIVE SALE AND LISTING AGREEMENT

- 14. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall 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.
- 15. CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall 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, USDA, or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and Firm may provide a copy of the FIRPTA certification to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service and Seller shall pay any fees, including any fees incurred by the buyer, related to such withholding and payment.
- 16. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a 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).
- 17. 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.
- 18. OTHER.**

Seller's Signature Date

Seller's Signature Date

Seller E-mail Address

Seller Phone Number

Windermere Real Estate/NCW

Listing Firm

Listing Broker's Signature Date

25004628

Listing Firm License Number

27589

Listing Broker License Number

beckylong@windermere.com

Listing Broker E-mail Address

(509) 741-0287

Listing Broker Phone Number