

Step by Step Checklist

VERY IMPORTANT FOR LEGAL COMPLIANCE- PLEASE READ



Please thoroughly read and refer to this step by step guide as you progress through the process of listing and selling your home.

1. THE LISTING FORMS

Print out the listing packet and fill in the forms as completely and clearly as you can.

Blanks where you aren't sure what to put, leave blank, some information we can look up for you.

Do not cross anything out or make changes to the Listing Agreement, if you have questions on it, call us in the office and we would be happy to clarify items for you.

SOC stands for Selling Office Commission. This is the commission you are offering to the Buyer's Agent. It cannot be a range or zero. We strongly recommend 3%.

Marketing Comments are limited to 500 characters including spaces and punctuation.

Sign the forms and fax them back to the office at 425-493-6971.

Call to find out how you can get a free listing!

2. PHOTOS

Email .jpg photos to photos@america-at-home.com. We can load up to 9, size of about 800 x 600 pixel works best.

3. KEYBOX

If you are **not** renting a keybox from us, please include with your listing forms a letter stating the following:

Your reason for not wanting a keybox

You have been advised of the advantages and disadvantages of placing this restriction on your listing

Your name, address, and *signature*

If you **are** renting a keybox from us:

Make sure to mark Keybox on the Service Selection Sheet, and provide a credit card.

When the box arrives, put a spare key in the keybox and attach it with a bicycle cable or padlock to a door handle, railing, or garage door where agents can see it.

4. SIGN (AND OPTIONAL SIGN POST)

Display only the America-At-Home Real Estate For Sale sign that we will mail to you. Any sign that says "for sale by owner" or that can be mistaken for a for sale by owner sign cannot be used, per MLS rules and regulations.

A wooden sign post with flyer box can be ordered on the Service Selection Sheet, or you can purchase a metal sign stand from Home Depot. Extra For Sale signs and directional arrow signs are also available and can be ordered if you need them.

5. SELLER'S DISCLOSURE (FORM 17)

We will mail you a Seller's Disclosure Form. This is an important legal requirement on all listings. Fill out in it's entirety, keep a copy for yourself, and fax us a copy at your earliest convenience. You will need to provide this form to interested parties when or before they make an offer. After you receive an offer and provide the buyer a copy, you will need to get their signature on the last page, and fax a copy of that signed page to us also.

Step by Step Checklist

6. FLYERS AND ADVERTISING

Keep in mind that once your house is listed in the MLS, it is no longer for sale by owner. The words "For Sale By Owner" cannot appear on your flyer or any advertising materials.

If you choose, once your listing is entered in our website, you may find it in the Featured Listings, and use our flyer format button to print flyers.



7. WHEN YOU GET AN OFFER

We are here to back you up, if you have any questions about an offer, call us **BEFORE** you sign anything.

Ask the Buyer for a pre-approval letter from their lender

Make sure the front page lists America-At-Home Real Estate as your Listing Office.

Earnest Money is an important indicator of a Buyer's commitment level, it should be an appropriate number in the ballpark of 2% of your home's price.

5. Purchase Price: \$191,500 and seller to pay up to 3% of buyers closing costs
 6. Earnest Money: (To be held by Selling Broker Closing Agent
 Personal Check: \$500.00
 Note: \$
 Other (): \$
 7. Default: (check only one) Forfeiture of Earnest Money Seller's Election of Remedies
 Insurance Company: Title F Escrow

Once signed, fax us a copy of the entire Purchase & Sale Agreement and all addenda, we need this to update your listing's status in the MLS. Per MLS rules, we must have this within 24 hours.

8. INSPECTION

Typical inspection period is 10 days. Buyers will hire an inspector, and they may then ask for you to fix a few things. Once you come to an agreement and signed the Inspection Response Form, fax us a copy, again for compliance with MLS rules, we must update your status within 24 hours.

9. CLOSING

You must notify us when your sale closes so we can mark your listing SOLD in the MLS.

At closing or before, mail back to us our sign and keybox if you have one.

CONGRATULATIONS! You're done!

In most cases, your transaction will be just as smooth as this, and you will be able to handle the details yourself, but if you do have questions, that's what we're here for. Call us before you sign anything and we'll be glad to help. If you do happen to need help and want the assistance of a professional in negotiating a higher price, or if you just want to avoid possible legal pitfalls, consider purchasing one of our consulting options to walk you through the agreement, help you prepare a counter offer, or negotiate with the Buyer's Agent for you. Descriptions of what we offer can be found on the Service Selection Sheet. Also, now that you're ready to move, don't forget that your America-At-Home Agent can also be a valuable resource for you when it comes to shopping for your next home. If you would like for us to show you some homes and help you with your search, please don't hesitate to ask!

Thank you for choosing America-At-Home Real Estate.



AMERICA-AT-HOME
REAL ESTATE

NEW LISTING COVER SHEET

To: _____ (America-At-Home office fax: 425-493-6971)

From: _____

Best way to contact _____
(phone # or email)

Referred by/Listed with _____

Notes/Special Instructions: _____



AMERICA-AT-HOME REAL ESTATE

SELLER'S AGREEMENT

THIS AGREEMENT OF UNDERSTANDING is between _____
Seller

and AMERICA-AT-HOME (AAH) dated _____ until home sells or seller cancels listing.
Listing Date

Re: the Flat Listing Fee program.

It is mutually understood that AAH acts in a limited way as your **Listing Broker**. The Seller/s agrees to show the property and/or have a lock box for agents to show the property, arrange and negotiate their own offers and inspections and organize their own closings. AAH will assist and support the Sellers with any questions or concerns by phone, fax or email throughout the transaction, but accepts no liability for errors or omissions.

For compliance reasons, the Seller/s agree to provide a signed copy of the Real Property Transfer Disclosure Statement, aka MLS Form 17 within seven (7) days of listing date to listing office by fax or mail. Seller/s also agree to keep listing office aware of the status of any offers presented, including all addendums, counter offers, etc, and to fax all paperwork to listing office within twenty four (24) hours of receipt of a signed-around agreement.

Seller/s agrees to display the real estate sign that is provided for their use in a prominent place in front of the house and to return this sign to listing office at Seller's expense at closing of the transaction or cancellation of the listing within seven (7) days. Seller/s understands that lock box, if requested, is on a rental basis and must be returned within seven (7) days upon closing or sooner at Seller's expense. It is mutually understood that Seller/s reserves the right to sell the property to a Buyer not represented by a member of the MLS, however Seller/s agrees to cease any and all advertising of the property using the term "for sale by owner."

THIS AGREEMENT shall be governed by the laws of the State of Washington. This agreement constitutes the entire agreement between the parties relating to the subject matter. This agreement supersedes all prior and contemporaneous agreements and Seller/s has not relied upon representations, oral or otherwise, not contained within this agreement.

THIS AGREEMENT may be terminated by either party upon written notice to the other by fax or mail to the above office address. Seller/s agrees to indemnify and hold Broker and its staff or affiliates, successors and agents harmless from any costs, damages or expenses (including reasonable attorneys' fees) resulting from any action arising out of or in connection with this agreement. Seller/s represents that they have the authority to enter this agreement without seeking the approval of any other party.

IN THE EVENT the listing is taken and prior to entry into the MLS you decide to cancel, there will be a \$100 cancellation fee. After entry into the MLS here is no refund.

Agreed to and Accepted by:

Broker

Seller

Date

Date

Seller

Date

Email Address: _____

AGENCY DISCLOSURE

Washington State law requires real estate licensees to disclose to all parties to whom the licensee renders real estate brokerage services whether the Licensee represents the Seller (or Lessor), the Buyer (or Lessee), both the Seller/Lessor and Buyer/Lessee, or neither. 1
2
3


YOU ARE ADVISED THAT THE UNDERSIGNED IS THE AGENT OF THE BUYER 4
UNLESS OTHERWISE STATED HERE: 5

THE UNDERSIGNED REPRESENTS: neither Seller nor Buyer, Seller represents self. 6

**THE UNDERSIGNED BUYER/LESSEE OR SELLER/LESSOR ACKNOWLEDGES RECEIPT OF A 7
COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY" 8**

BUYER _____ DATE _____ 9
(Signature)

BUYER _____ DATE _____ 10
(Signature)

SELLER  _____ DATE _____ 11
(Signature)

SELLER _____ DATE _____ 12
(Signature)

LICENSEE _____ 13
(Print/Type)

LICENSEE'S SIGNATURE _____ 14

COMPANY NAME AS LICENSED America-At-Home Real Estate 15
(Print/Type)

SELLER'S CHECKLIST

America-At-Home Real Estate 425-493-6647 Fax: 425-493-6971 Email: info@america-at-home.com

PLEASE REFER TO THIS CHECKLIST AS YOU PROGRESS THROUGH THIS PROCESS

LISTING AGREEMENT

___ Fax listing forms back to us 425-493-6971.

PHOTOS

___ Email photos to photos@america-at-home.com. We can load up to nine, there are no size restrictions.

SELLER'S DISCLOSURE (FORM 17)

___ This form will come with your sign or lock box. Please fill out in it's entirety and display a copy on the kitchen counter for Buyers to look through when they visit your home. (This avoids misunderstandings down the road) Keep a copy for yourself, and fax us a copy at your earliest convenience.

KEYBOX

___ Attach the keybox with a bicycle cable or padlock to a door handle, railing, or garage door where agents can see it.

___ If you are *not* having a keybox on the property please include with your listing forms a letter stating the following: 1. your reason for not wanting a keybox, 2. you have been advised of the advantages and disadvantages of placing this restriction on your listing, and 3. your name, address, and signature.

SIGN & SIGN POST (Options)

___ We strongly recommend that you display only our sign, even though you may be provided with other signs if you signed up originally with one of our affiliate companies. Any sign that says "for sale by owner" or that can be mistaken for a for sale by owner sign *should not be used* as Agents will not show your home if they see it.

___ You can purchase a \$14 metal sign stand from Home Depot. Or, if you want a wooden post with flyer box we can arrange for one at a cost of \$51-\$75 depending upon your location. (Not available in Vancouver, WA.)

WE GOT AN OFFER!!

___ We always help our clients through the transaction so call us if you have questions, before you sign anything.

___ When you have a Buyer, please get a copy of their funding source pre-approval letter.

___ Diane Webster is your Listing Agent for all state records even though she doesn't receive a commission. Her name must be listed on the Purchase and Sale Agreement on the front page. Listing Broker should say America-At-Home Real Estate, and Listing Agent: Diane Webster.

___ Fax us a copy of your Purchase & Sale Agreement and all addenda, and Form 17 with Buyer's signatures. We need this to change the status of your listing in the MLS.

CLOSING

___ You must notify us when your sale closes so we can mark your listing SOLD in the MLS.

___ At closing or before, mail back to us our sign and keybox if you have one.

I have read the above and will utilize these guidelines.

Signed

Date

Rev 07/12/04



AMERICA-AT-HOME
REAL ESTATE



6124 CHENNAULT BEACH DR.
MUKILTEO, WA 98275

TOLL FREE (866) 299-5478
PHONE (425) 493-6647
FAX (425) 493-6971
WWW.AMERICA-AT-HOME.COM

ACCEPTANCE OF SELLER'S REPRESENTATION

I WOULD LIKE TO TAKE ADVANTAGE OF YOUR
OFFER FOR SELLER REPRESENTATION OF 3/4 OF A
PERCENT AT CLOSING.

PROPERTY ADDRESS:

SELLER'S SIGNATURE

SELLER'S SIGNATURE

DECLINE OF SERVICES OFFERED

THE UNDERSIGNED _____
(SELLER), ACKNOWLEDGES HAVING BEEN ADVISED
BY DIANE S. WEBSTER, AND AMERICA-AT-HOME
REAL ESTATE, AS TO THE AVAILABILITY OF SELLER
REPRESENTATION, BUT HAS DECLINED ITS BENEFITS.
SELLER CAN & MAY UPGRADE FOR THIS SERVICE
AT ANYTIME DURING THE LISTING OR
TRANSACTION PERIOD.

SELLER'S SIGNATURE

SELLER'S SIGNATURE

SIGNED,

DIANE S. WEBSTER
BROKER/OWNER