

PROPERTY ADDRESS: _____ CITY, STATE _____

1. Exclusive Right to Sell. In consideration for the services to be rendered by the undersigned BROKER, the undersigned SELLER hereby grants to BROKER the exclusive right to sell the property located at the address set forth above and more particularly described on the RMLS™ Listing Data Input Form hereto attached (the "Property").

2. Term. This Agreement is effective when signed, and shall terminate at 11:59 p.m. on _____, _____. Date marketing to begin, including input into RMLS™, is _____, _____. SELLER further allows BROKER a reasonable time after termination of this Agreement to close any transaction on which earnest money is then deposited. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and BROKER.

3. Right to Compensation. In consideration for the services herein described, SELLER shall pay BROKER the brokerage fee set forth in Section 15 below if BROKER or any cooperating broker, including, but not limited to, a buyer's broker: (a) finds a buyer ready and willing to purchase the Property for the price and terms set forth in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER may accept; (b) places SELLER in contact with a person to whom SELLER sells the Property during the term of this Agreement or within _____ (_____) days after termination of this Agreement; or (c) is the procuring cause of an agreement to sell the Property. In any event, SELLER shall pay the compensation set forth in Section 15 below to BROKER if SELLER cancels the authority hereby given or if SELLER sells or agrees to sell the Property during the term of this Agreement or any extension or renewal hereof. Section 3(b) and (c) above shall not apply if, following the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate broker and if the application of such section(s) would result in SELLER's liability for more than one brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the event of an exchange, trade or lease option, BROKER is permitted to represent and receive compensation from both parties.

4. Services; Authority. BROKER will market the Property, and in connection therewith, SELLER hereby authorizes BROKER to do the following: (a) place a "for sale" sign on the Property and to remove all other similar signs; (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in order to show the Property, all at SELLER's expense; (c) obtain and disclose any information pertaining to any present encumbrance on the Property; (d) if authorized pursuant to Section 12 below, obtain a key to the Property and place such key in a lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss or damage associated with the use of such lock box (SELLER should consult SELLER's homeowner's insurance policy to determine coverage); (e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour; (f) place information regarding this listing and the Property in the RMLS™ multiple listing service; (g) accept deposits on SELLER's behalf. BROKER is authorized to cooperate with other brokers and to divide with such other brokers any commissions or compensation payable under the Agreement; and (h) communicate with SELLER by telephone, facsimile and/or e-mail even after the term of this Listing. Seller hereby authorizes RMLS™ to use, relicense, repurpose, display and otherwise deal with photos and data regarding the Property, without compensation to the SELLER. Such authority shall survive expiration or termination of this Agreement.

5. Agency/Dual Agency. SELLER authorizes BROKER to appoint _____ to act as SELLER's Listing Agent(s). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and BROKER only, not with any other salespersons of BROKER; provided SELLER authorizes BROKER to appoint other salespersons affiliated with BROKER as subagents to act on SELLER's behalf as and when needed, at BROKER's discretion. Any broker or salesperson, other than BROKER or Listing Agent, who procures a prospective buyer for the Property will not be representing SELLER and may represent BUYER. Accordingly, for the purposes of this Agreement, the term "BROKER" means Listing Agent(s), including any subagents and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise.

SELLER agrees that if the Property is sold to a buyer represented by one of BROKER's salespersons other than Listing Agent(s), then SELLER consents to BROKER acting as a dual agent. SELLER further agrees that if the Property is sold to a buyer also represented by Listing Agent, then SELLER consents to Listing Agent(s) and BROKER acting as dual agents. SELLER acknowledges that a dual agent represents both parties to a transaction; that the parties' interest in the transaction may differ, and that a dual agent is not permitted to give advice to either party, or disclose to either party to the detriment of the other party, promote or advocate the interest of either party over the other party, or disclose to either party confidential information from or concerning the other party. SELLER agrees that different salespersons affiliated with BROKER may represent different sellers in competing transactions involving the same buyer, and that this shall not be considered action by BROKER that is adverse or detrimental to the interests of either seller, nor shall it be considered a conflict of interest on the part of BROKER. SELLER acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." If BROKER acts a dual agent, BROKER shall be entitled to the entire commission payable under this Agreement plus any additional compensation BROKER may have negotiated with the buyer.

6. SELLER'S Representations and Warranties. SELLER hereby agrees and warrants to BROKER: (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey the Property to a buyer; (b) that SELLER has completed the Disclosure Statement referred to in Section 11, if any, accurately based upon SELLER's personal knowledge and information; and BROKER has not made any statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of SELLER's disclosures; (c) the information on the attached Listing Date Input Form is correct and complete; (d) as of the date(s) of the sale of the Property and transfer of possession, all aspects of the Property will be in substantially their present condition and free

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of material defects; and (e) before closing of any transaction, SELLER will install an approved smoke detector in the building(s) located on the Property, as required by law.

7. Indemnity. SELLER shall defend, indemnify, and hold harmless BROKER, Broker's agents, and any cooperating broker and its agents from any liability, claims, damages, causes of action or suits arising out of, or relating to, any breach of the representations and warranties set forth herein or in any agreement for the sale of the Property, and from the failure to disclose any material information to BROKER relating to the Property.

8. Attorneys' Fees. If BROKER or any cooperating broker refers this Agreement to an attorney for collection of the compensation due hereunder, SELLER shall pay the costs and reasonable attorneys' fees of BROKER or any cooperating broker regardless of whether mediation is conducted or arbitration or litigation is filed. If mediation is conducted or if arbitration or litigation is filed in connection with any dispute relating to this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs in connection with such mediation, arbitration or litigation, and in any appeal therefrom and enforcement thereof.

9. Compliance with Law. SELLER shall comply with all laws relating to the Property and the sale thereof, including, without limitation, the obligation to offer the Property for sale to any person without regard to age, race, color, religion, sex, handicap, marital status, familial status or national origin.

10. Dispute Resolution. SELLER and BROKER, including the licensees of each, if any, agree that all claims, controversies or disputes, including those for rescission (collectively, "Claims"), relating directly or indirectly to this Agreement, shall be resolved in accordance with the procedures set forth herein which shall expressly survive closing. Provided, however, the following matters shall not constitute Claims: (a) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract or recorded construction lien; (b) a forcible entry and detainer action; (c) any dispute between REALTORS® which is subject to the Professional Standards Arbitration provisions of the National Association of REALTORS®. The filing of a notice of pending action ("*lis pendens*") or the application to any court for the issuance of any provisional process or similar remedy described in the Washington or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to use the procedures specified below.

If SELLER was represented in this transaction by a licensee who was then a member of the National Association of REALTORS®, all claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS® or other organized-adopted mediation program (collective, the "System"). Provided, however, if the System is not then available through the licensee's Association of REALTORS®, then SELLER, BROKER, and/or licensees shall not be required to engage in mediation.

All claims that have not been resolved by mediation or otherwise shall be submitted to final and binding private arbitration in accordance with Washington laws. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a *lis pendens*. SELLER, BROKER, and/or their licensees may use any professional arbitration company which provides such service to the county where the Property is located, as selected by the party first filing for arbitration. Provided, however, if no arbitration company has available services when the claim arose, neither SELLER, BROKER, nor their respective licensees, if any, shall be required to participate in arbitration.

11. Disclosure Statement. Unless SELLER is exempt under RCW 64.06, SELLER shall provide to BROKER as soon as reasonably practicable a completed and signed Real Property Transfer Disclosure Statement. SELLER shall defend, indemnify, and hold harmless BROKER from any and all claims arising out of such Real Property Transfer Disclosure Statement, including any claims that the information provided by SELLER may be false or misleading.

12. Lock Box. SELLER does does not (check one) authorize BROKER to place a lock box on the Property.

13. Internet. SELLER does does not (check one) authorize BROKER to advertise the Property on the Internet.

14. Modification. No provision of this Agreement, including, without limitation, the amount of the brokerage fee set forth in Section 5, may be modified except in writing signed by SELLER and by BROKER.

15. Brokerage Fee. SELLER shall pay a brokerage fee as set forth in Section 3 above in an amount equal to _____% of the selling price or option exercise price of the Property. SELLER hereby irrevocably instructs the escrow agent, if any, to pay BROKER's fee at closing out of such proceeds. List Price \$ _____. In the event of forfeiture of earnest money for any transaction relating to this listing service agreement, the earnest money shall be disbursed as follows: SELLER _____% BROKER _____% OR _____ (check if applicable) to BROKER to the extent of the brokerage fee, with balance to SELLER.

BROKER _____

Date of SELLER'S signature _____

By _____ Date _____

SELLER _____

FIRM NAME _____

SELLER _____

(If legal representative or attorney-in-fact state capacity and name of real party in interest)

ADDRESS _____

ADDRESS _____

Phone _____

Listing Agent _____

Phone (w) _____ (h) _____

Border Indicates Required Field

Note: Use Farms and Ranches Input Form for properties greater than five acres with farm/ranch, recreation or forest uses.
Number in () indicates how many selections to choose or circle.
Screened number indicates how many characters will fit on a line or space.

ML# _____
SYSTEM ASSIGNED

PROPERTY TAX ID# 23 AREA 3 LIST PRICE 8

ADDRESS 6 | 2 | 20 | 4 | UNIT 5 CONDO UNIT LOCATION (1) LOWER 2 UPPER GROUND CONDO LEVEL 2
NUMBER DIRECTION STREET SUFFIX

CITY 20 ZIP 5 +4 4

NEIGHBORHOOD 20 PROPERTY TYPE (1) ATTACHD CONDO HOUSEBT IN-PARK PARTOWN RESID

LEGAL 52 ZONING 7 COUNTY (1) 10

MAP COORD 3 | 1 | 2 LIST TYPE (1) ER EA LIMITED REPRESENTATION YES / NO OFFERS/ NEGO INSTRUCTIONS (1) LA-ONLY SELLER SEEDOCs OTHER
PAGE COL ROW

ELEMENTARY SCHOOL 15 MIDDLE SCHOOL 15 HIGH SCHOOL 15

GENERAL

LOT SIZE (1) 0-2,999SF 3K-4,999SF 5K-6,999SF 7K-9,999SF
10K-14,999SF 15K-19,999SF 20K-.99AC 1-2.99AC
3-4.99AC 5-9.99AC 10-19.99AC 20-49.99AC
50-99.99AC 100-199.99AC 200AC+

ACRES 5 . 2 LOT DIMENSIONS 20
REQUIRED IF LOT SIZE = 1 ACRE +

SELLER DISCLOSURE (1) DSCLOSUR EXEMPT OTHER DISCLOSURES 20

WATERFRONT (1) BAY CREEK LAKE OCEAN RIVER OTHER RIVER OR LAKE NAME 20

LOT DESC (3) AIRSTRP BUSLINE COMMONS CORNER CULDSAC GOLFCE GRNBELT HILLY LEVEL LT-RAIL MRCHTIM POND PRIVATE
RPROTIM SECLDED SLOPED TREES WOODED

VIEW (2) BAY CITY CREEK GOLFCE LAKE MNTAIN OCEAN PARK RIVER SEASONL TERRITR TREES VALLEY OTHER

SQUARE FOOTAGE (EXCLUDING ATTACHED GARAGE)

UPPER (APPROX) 5 MAIN (APPROX) 5 LOWER (APPROX) 5 TOTAL (APPROX) 5 SYST CALC'D SOURCE OF INFO. FOR SQFT 10

NOTE: TOTAL SQUARE FOOTAGE IS AS REPORTED BY THE LISTING BROKER. FOR SOURCE OF INFORMATION AND DESCRIPTION OF SQUARE FOOTAGE, CONTACT THE LISTING BROKER. SQUARE FOOTAGE INCLUDES FINISHED AND UNFINISHED AREAS (EXCLUDING ATTACHED GARAGE) AND IS NOT INTENDED TO REPRESENT "LEGAL" OR "LIVEABLE" SQUARE FOOTAGE.

RESIDENCE

YEAR BUILT 4 YEAR BUILT DESC (1) APPROX REMOD FIXER RESTORD HISTORC UNDRCON NEW UNKNOWN PROPOSD # BDRMS 2 # LEVELS 1

ROOF (1) BUILTUP COMP FIBRGLS FLAT #GARAGE 1 GARAGE ATTACHD CARPORT DETACHD PARKING (1) DRIVEWAY OFF-STR PAD
GRAVEL METAL RUBBER SHAKE EXTDEEP OVRSIZE TANDEM STREET NONE OTHER
SHINGLE SLATE TILE OTHER # CARS

FIREPLACES 1 FIREPLACE DESC (2) GAS INSERT PELLSTV PROPANE STOVE WOOD HOME WARRANTY YES / NO

SENIOR 55+ (Qualifies for Fair Housing Law Exemption/Affidavit Required) YES / NO

STYLE (2) (1 REQD +1) 2STORY DBL-WDE A-FRAME DOME DTCHCOL ENGLISH CAPECOD FARMHSE GEORGIN COLONIL LOFT COMNWAL LOG MANUFHS CONTEMP MEDIT COTTAGE CRAFTSM CUSTOM DAYRNCH
SALTBOX SIN-WDE SPLIT TANDEM TOWNHSE TRAD TRI TRI-WDE TUDOR VICT OTHER RANCH ROW

EXT DESC (2) (1 REQD +1) ALUM OSB ASBESTS PANEL BLOCK PLYWOOD BRD&BTN SHAKE BRICK SHINGLE CEDAR STONE CULSTNE STUCCO EIFS T-111 FIBRCEM TNG/GRV HCSTUCC VINYL LAP WOOD LOG WOODCOM MANMADE METAL OTHER

FOUNDATION (2) CRAWLSP DAYLITE DIRT FINISHD FULLBAS NO-BAS NO-FND OS-ENTR PARTBAS PIR&PST SEPLVQT SLAB UNFIN OTHER

APPROX ROOM SIZES & DESCRIPTIONS

BATHS #FULL | #PART ROOM LEVEL (1) SIZE FEATURE EACH ROOM (2)

UPPER 1 | 1 LIVING L M U 2 X 2 BALCONY BATH BAYWIND BEAMS BI-HTUB BLT-INS BOOKSVS CLO-ORG COUNTRY COVERED DAYLITE DBL-CLO DECK DRES-RM EATAREA EAT-BAR FNCH-DR FIREPL FNCH-DR FORMAL FPL-INS FR&KIT GALLEY GDN-WIN GOURMET GREAT-R HARDWOD HI-CEIL ISLAND KIT&DR KITCHEN L-SHAPE LAM-FL LOFT LR&DR NOOK PANTRY PAS-SOL PATIO REMOD SEWING SH-BATH SINK SKYLITE SLIDER SUITE SUNKEN VAULTED WET-BAR WHIRLPL WI-CLOS WOODFLR WOODSTV

MAIN 1 | 1 DINING L M U 2 X 2

LOWER 1 | 1 FAMILY L M U 2 X 2

TOTAL 1 | 1 SYST CALC'D MSTR BDRM L M U 2 X 2 2ND BDRM L M U 2 X 2 3RD BDRM L M U 2 X 2

4TH-BD 5TH-BD ADDITIONAL ROOM #1 (1) L M U 2 X 2 5TH-BD ATRIUM ADDITIONAL ROOM #2 (1) L M U 2 X 2 6TH-BD DARK-RM ADDITIONAL ROOM #3 (1) L M U 2 X 2 BONUS EATAREA ENTRY FAMILY MEDIA MUD-RM NOOK SAUNA SHOP STORAGE SUNPRCH SUNROOM UTILITY WINECEL

ML# _____ ADDRESS _____
SYSTEM ASSIGNED

REMARKS

XSTR/DIR _____ 72

REMARKS (MAX 360 CHARS)

INTERNET (MAX 288 CHARS)

INTERNET REMARKS INTENDED FOR PUBLIC VIEWING. CONFIDENTIAL INFORMATION SHOULD BE EXCLUDED.

NO PERSONAL PROMOTION OR BROKER/OWNER CONTACT INFORMATION ALLOWED IN THIS SECTION.

AUTHORIZATION TO POST ON PUBLIC INTERNET SITES: LISTING YES / NO PROPERTY ADDRESS (WHERE PERMITTED) YES / NO

VIRTUAL TOUR _____ 100 NO PERSONAL PROMOTION OR BROKER/OWNER CONTACT INFORMATION ALLOWED IN THE VIRTUAL TOUR.

FEATURES

KITCHEN (9)	APP-GAR	BI-DOVN	BI-GRILL	BI-MICO	BI-OVEN	BI-RANG	BI-REFR	BTL-PAN	COMPCTR	CONVECT	COOK-IS	D-DRAFT	DISHWAS
	DISPOS	FS-RANG	FS-REFR	GASAPPL	INST-HW	ISLAND	PANTRY	PLB-ICE	WAT-PUR				
INTERIOR (9)	AIRCLEN	BI-VACM	CEILFAN	DMBWAIT	GAR-OPN	HARDWOD	HEATILA	HISPEED	HUMIDFR	INTRCOM	JET-TUB	LAM-FL	LSSECUR
	OWSECUR	PAS-SOL	SEPLVQT	SOAKTUB	SOUNSYS	TILE-FL	WASHDRY	WATSOFT	WOODFLR	WW-CARP			
EXTERIOR (9)	2ND-GAR	2ND-RES	ARENA	ATHL-CT	BARN	BBO-PIT	BI-HTUB	CORRAL	COVPATI	DECK	DIRTRD	DOG-RUN	FENCED
	GARDEN	GASHKUP	GAZEBO	GRAVLRD	GRN-HSE	OUT-FPL	OUTBULD	PATIO	PAVEDRD	POOL	PORCH	PRIVRD	PUBLCRD
	RDSPLIT	RV-HKUP	RV-PARK	SATDISH	SAUNA	SEC-LIT	SHOP	SPRNKLR	STMDOOR	STMWIND	TENNIS	TL-SHED	VYW-DBL
ACCESSIBILITY (9)	1LEVEL	BATHCAB	BATHSIZ	BINLITE	CAREQTR	ELEVATR	GRNDLVL	KITCAB	LANDING	MINSTEP	NATLITE	PARKING	PASTACC
	PATHWAY	RAMP	ROLLSHR	STAIRAS	WALKSHR	WD-DOOR	WD-HALL						

UTILITIES

COOL (1) ACREADY CENTAIR HT-PUMP WALL WINDOW XASTFAN NONE OTHER

HOT WATER (2) ELECT GAS PROPANE RECIRC SOLAR TANK TNKLESS OTHER

HEAT (2) (1 REQD + 1) ACT-SOL BASEBRD CEILING FLOOR FOR-AIR GRAVITY HOT-WAT HT-PUMP LEASED PAS-SOL RADIANT WALL WOODSTV
ZONAL NONE OTHER

FUEL (2) (1 REQD + 1) ELECT GAS GEOTHRM OIL PROPANE SOLAR WOOD NONE OTHER

WATER (2) (1 REQD + 1) CISTERN COMMUNY PRIVATE PUBLIC SH-WELL SPRING WELL OTHER

SEWER (2) (1 REQD + 1) CESSPOL COMMUNY PDS PUB-AVL PUBLIC SANDFLT SEPTIC SH-SEP STD-SEP OTHER

INSUL (3) BLOWNIN CEILING CODE FLOOR FOAM FULLY PARTIAL PGE-PUD SOME UNKNOWN WALL OTHER

FINANCIAL

PROP TAX PER YR 5 . 2 SPCL ASMT BALANCE \$ 7 TAX DEFERRAL YES / NO BAC 10 TYPE(1) % \$

3RD PARTY TO TRANSACTION YES / NO SALE REQUIRES APPROVAL OF 3RD PARTY Due to Pending Foreclosure, Relo, Bank Trustee, etc. SAC 10 TYPE(1) % \$

HOA DUES \$ 4 HOA FREQUENCY (1) MO QTR 6MO YR HOA DUES-2ND \$ 4 HOA FREQUENCY-2ND (1) MO QTR 6MO YR

ESCROW PREFERENCE 20 RENT, IF RENTED \$ 7

TERMS (4) (1 REQD + 3) ASSMP CALL-LA CASH CONV FHA FMHA LEAS-OP OWC2ND OWNCONT SGI TRADE VA OTHER

HOA/ SPACE RENT/ (9) SLIP RENT INCLUDES ATHL-CT CABLETV CENTAIR COMMONS ELECT EXTMANT GARBAGE GAS GYM HEAT HOT-TUB HOT-WAT INS
LAP-PL LAUNDRY LIBRARY LKESMNT MGMT MTGROOM POOL PTYROOM REC-FAC RQT-BL SAT-TV SAUNA SEC-GAT
SEWER SNO-REM TAN-BDS TAXES TENNIS UTILTES WATER WT-RM

BROKER/AGENT DATA

BKR CODE 6 LISTING OFFICE 36 PHONE 3 - 3 - 4 FAX 3 - 3 - 4

LPID 8 LISTING AGENT 36 PHONE 3 - 3 - 4 AGENT CELL/PGR 3 - 3 - 4

CO-LIST LPID 8 CO-LIST BKR CODE 6 CO-LIST AGENT 36 CO-LIST AG PHONE 3 - 3 - 4

AGENT E-MAIL _____ 50

LIST DATE 2 / 2 / 4 EXP DATE 2 / 2 / 4 OCCUPIED BY (1) OWNER TENANT VACANT POSS (1) 30-60DA >90DAYS IMMED ROD+1 60-90DA CLOSING NEGO SUBJTEN

LOCK BOX HRS/ LOCATION/ COMBO 15 OWNER 30 PHONE 3 - 3 - 4

SHOWING HOURS 9 TENANT 30 PHONE 3 - 3 - 4

SHOW (3) (1 REQD +2) 24HR-NC AG-ACCM APTONLY BWO-PET CALL-LA CALL-LO CALL1ST CALLOWN CALLTEN COMBOBX DAY-SLP KEY-LO OWN-OCC
RMLS LBX SEC-SYS UNDRCON VACANT