

**DISTRESSED HOME
EXCLUSIVE SALE AND LISTING AGREEMENT**

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

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; 9
(b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a 10
lease with option to purchase. 11
2. **DISTRESSED HOME SERVICES.** Seller represents that the Property is a Distressed Home. A 12
"Distressed Home" (fully defined in RCW 61.34) is a dwelling occupied by the owner as the owner's 13
primary residence in a single, duplex, triplex, or four-unit residential building that is (1) in the process of 14
foreclosure or in danger of foreclosure because (a) Seller has defaulted on a mortgage; (b) Seller is at 15
least thirty days delinquent on a loan secured by the Property; or (c) Seller believes that Seller is likely to 16
default on such mortgage or loan within four months due to a lack of funds; or (2) at risk of loss due to 17
nonpayment of taxes. Unless otherwise agreed in writing, the services to be provided by Broker and 18
Listing Agent to Seller are limited to those required by The Law of Real Estate Agency (RCW 18.86), and 19
Broker, Listing Agent, any other members of MLS and buyer are not providing to Seller the services of a 20
"Distressed Home Consultant" (fully defined in RCW 61.34) and will not communicate on Seller's behalf 21
with the lender or trustee of existing or new loans secured by the Property. 22
3. **BROKERAGE SERVICES DESCRIBED IN ENGLISH.** Broker has described the services Broker 23
offers to Seller principally in the English language unless the following box is checked. 24
 If this box is checked, Broker and Seller did not communicate principally in English and this Agree- 25
ment is executed as a translation of an original Listing Agreement also executed by the parties in the 26
language in which Broker principally communicated with Seller. 27
4. **AGENCY/DUAL AGENCY.** Seller authorizes Broker to appoint _____ 28
to act as Seller's Listing Agent(s). This Agreement creates an agency relationship with Listing Agent(s) 29
and Broker only, not with any other salespersons of Broker; provided, Seller authorizes Broker to appoint 30
other salespersons affiliated with Broker as subagents to act on Seller's behalf as and when needed, at 31
Broker's discretion. Any broker or salesperson, other than Broker or Listing Agent(s), who procures a 32
prospective buyer for the Property will not be representing Seller and may represent the Buyer. 33
Accordingly, for the purposes of this Agreement, the term "Broker" means Listing Agent(s) including any 34
subagents and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated 35
otherwise. 36
It is in Seller's best interest that the Property receive the broadest possible exposure to the market through 37
the cooperation of all MLS members as well as Listing Agent and Broker. If Broker acts as a Distressed 38
Home Consultant, to encourage the fullest participation of such MLS members in a transaction involving 39
dual agency, Listing Agent's and Broker's fiduciary duties to Seller established by RCW 61.34, including 40
the duty of utmost good faith and to not compromise Seller's interests in favor of the buyer, are best met by 41
complying with the duties of a dual agent established for real estate agents by the Law of Real Estate 42
Agency, RCW 18.86. Therefore, if the Property is sold to a buyer represented by one of Broker's sales- 43
persons other than Listing Agent(s), Seller consents to Broker acting as a dual agent. If the Property is sold 44
to a buyer who Listing Agent(s) also represents, Seller consents to Listing Agent(s) and Broker acting as 45
dual agents. Different salespersons affiliated with Broker may represent different sellers in competing 46
transactions involving the same buyer and that this shall not be considered action by Broker that is adverse 47

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- or detrimental to the interests of either seller, nor shall it be considered a conflict of interest on the part of Broker. Seller has received from Broker the pamphlet entitled "The Law of Real Estate Agency." If Broker acts as a dual agent, then Broker shall be entitled to the entire commission payable under this Agreement plus any additional compensation Broker may have negotiated with the Buyer.
- 5. COMMISSION.** If (a) Broker procures a buyer on the terms in this Agreement, or on other terms acceptable to Seller; or (b) Seller directly or indirectly or through any person or entity other than Broker, during the term hereof, sells the Property; Seller will pay Broker a commission of (fill in one and strike the other) _____% of the sales price, or \$ _____. From Broker's commission, Broker will offer a cooperating member of MLS representing a buyer a commission of (fill in one and strike the other) _____% of the sales price, or \$ _____. Further, if Seller shall, within six months after the expiration of this Agreement, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of Broker, or on information secured directly or indirectly from or through Broker, during the term of this Agreement, Seller will pay Broker the above commission. Provided, that if a commission is paid to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Broker shall be limited to the amount of commission which would have been payable pursuant to this Agreement less any commission so paid to another member of MLS. Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Broker as a result of cancellation, regardless of whether Seller pays a commission to another MLS member.
- 6. KEYBOX.** Broker is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by all members of MLS and their salespeople. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Broker's prior approval which will not be given without Broker first making reasonable efforts to obtain Seller's approval.
- 7. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached additional pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Broker to provide the information in this Agreement and the attached additional pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Broker and other members of MLS harmless in the event the foregoing warranties and representations are incorrect.
- 8. CLOSING COSTS.** Seller agrees to furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller agrees to 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 or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and buyer as of the date of closing.
- 9. MULTIPLE LISTING.** Broker shall cause this listing to be published by MLS. Broker may refer this listing to any other cooperating multiple listing service at Broker's discretion. Broker shall cooperate with all other members of MLS, 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 MLS member is the agent of the buyer, the Seller, neither or both, the member shall be entitled to receive the selling office's share of the commission. IT IS UNDERSTOOD THAT MLS IS NOT A PARTY TO THIS AGREEMENT AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION ON THE ADDITIONAL PAGES ATTACHED TO THIS AGREEMENT TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.

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- 10. DISCLAIMER/SELLER'S INSURANCE.** Neither Broker, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open houses. **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 term of this listing, Seller should request that a "vacancy clause" be added to Seller's insurance policy.**
- 11. BROKER'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Broker'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 Broker a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Broker shall be entitled to show the Property at all reasonable times. 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.
- 12. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Broker as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential) or Form 17C (Unimproved Residential)). Seller agrees to indemnify, defend and hold Broker harmless from and against any and all claims that the information Seller provides on Form 17 or Form 17C is inaccurate.
- 13. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on buyer's breach, any costs advanced or committed by Broker on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Broker.
- 14. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement other than a claim asserted under RCW 61.34 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.
- 15. NOTICE REGARDING DISTRESSED HOMES.**
NOTICE REQUIRED BY WASHINGTON LAW: THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. Listing Agent and Broker or anyone working for him or her CANNOT guarantee you that he or she will be able to refinance your home or arrange for you to keep your home. Continue making mortgage payments until refinancing, if applicable, is approved. You should consult with an attorney before signing this contract. If you sign a promissory note, lien, mortgage, deed of trust, or deed, you could lose your home and be unable to get it back.
- Seller initial: _____ Seller initial: _____
- DATED this _____ day of _____, _____ Are the undersigned the sole owner(s)? YES NO
- SELLER _____ SELLER _____
- Broker (Company Name) _____
- Broker (Designated Broker's Legal Name) _____
- Broker's business address _____
- Broker's phone number _____ Broker's email _____
- Broker's internet address (if any) _____
- Listing Agent (Legal Name and Signature) _____
- Listing Agent's business address _____
- Listing Agent's phone number _____ Listing Agent's email _____
- Listing Agent's internet address (if any) _____