



EXCLUSIVE AGENCY SALE LISTING AGREEMENT

This Exclusive Agency Sale Listing Agreement (“Agreement”) is made by and between _____ (“Seller”) and _____ (“Firm”). Seller hereby grants to Firm the exclusive and irrevocable right to sell, and to receive deposits in connection with, Seller’s commercial real estate legally described as set forth on attached Exhibit A and commonly described as _____, City of _____, _____ County, Washington (the “Property”).

1. **TERM.** This Agreement shall commence on _____, 20____ and shall expire at 11:59 p.m. on _____, 20_____.

2. **PRICE AND TERMS.** Seller agrees to list the Property at a price of \$_____ and shall consider offers that include usual and customary contingencies in addition to the following specific terms:

Possession: _____

Other terms: _____

3. **DEFINITIONS.** As used in this Agreement, (a) “CBA” shall mean the Commercial Brokers Association; and (b) “sell” shall mean sell, exchange, lease for over 5 years, enter into a contract to sell and/or enter into an option to purchase the Property.

4. AGENCY.

a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled “Real Estate Brokerage in Washington.”

b. Listing Broker. Seller authorizes Firm to appoint _____ as Seller’s “Listing Broker.” This Agreement creates an agency relationship between Seller and Listing Broker and any of Firm’s managing brokers, including Firm’s Designated Broker, who supervise Listing Broker (“Supervising Broker”) during the Term. No other brokers affiliated with Firm are agents of Seller.

5. 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 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 (“Buyer’s Broker”), Seller consents to any Supervising Broker, who also supervises Buyer’s Broker, acting as a limited dual agent.

If any of Firm’s brokers act as a limited dual agent, Firm shall be entitled to the compensation payable under this Agreement plus any compensation Firm may have negotiated with the buyer.



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6. PROPERTY OWNERSHIP AND INFORMATION. Seller warrants that Seller has the right to sell the Property on the terms set forth in this Agreement and agrees to furnish and pay for a buyer's policy of title insurance showing Seller has marketable title to the Property. Seller also warrants that the Property information provided by Seller to Firm in connection with listing the Property (the "Property Information"), which is expressly incorporated into this Agreement, is correct. Seller understands that Firm and other members of CBA will make representations to prospective buyers based solely on the Property Information and agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing warranties are incorrect. Seller acknowledges that following closing, the amount of the purchase price and any other terms of the sale of the Property shall not be deemed confidential information, and Seller authorizes disclosure of the same.

7. CLOSING COSTS. In addition to purchasing a buyer's policy of title insurance, Seller agrees to pay one-half of any escrow fees. Rents, insurance, taxes, interest and reserves on assumed encumbrances are to be prorated between Seller and buyer as of the date of closing.

8. COMPENSATION. Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. Firm shall be entitled to compensation if: (a) Seller sells the Property during the Term to a buyer procured by Firm on the terms of this Agreement or on other terms acceptable to Seller; (b) Seller sells the Property through any other real estate firm during the Term; (c) Seller sells the Property within six months after the expiration or earlier termination of this Agreement to a person or entity, or to an Affiliate of such person or entity, that submitted an offer to purchase the Property during the term of this Agreement or that appears on any registration list provided by Firm pursuant to this Agreement; (d) the Seller receives compensation from a governmental entity pursuant to an exercise of eminent domain; or (e) Seller withdraws the Property from sale, or otherwise prevents Broker from selling it.

Seller shall pay compensation consisting of the sum of the amounts set forth in Section 8(a) and 8(b) as set forth below. Compensation shall be paid at closing.

a. Listing Firm Compensation:

i. _____% of the sales price, or _____; or

ii. If the buyer is not represented by a buyer brokerage firm, the Listing Firm compensation shall be _____% of the sales price or _____ (equal to the amount in Section 8(a)(i) if not filled in).

b. Buyer Brokerage Firm Compensation:

i. _____% of the sales price, or _____ to a cooperating broker representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Firm Compensation"), including another broker affiliated with Firm who represents the buyer; or

ii. If the Listing Broker represents both Seller and the buyer as a limited dual agent, _____% of the sales price, or _____ (equal to the amount in Section 8(b)(i) if not filled in).



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iii. Buyer Brokerage Firm Compensation shall be paid as set forth above unless otherwise agreed by the buyer and Buyer Brokerage Firm in the purchase and sale agreement. Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.

Firm shall submit any registration list to Seller within 15 days after the expiration or earlier termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Firm during the term of this Agreement. Seller shall provide the registration list to any other brokers that assist Seller with this Property. "Affiliate" means, with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, any buyer which has more than a 10% ownership or voting interest in such an entity or any buyer in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.

Seller consents to Firm receiving compensation from more than one party and to sharing compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.

Seller acknowledges that offering compensation to Buyer Brokerage Firm is not required.

9. FIRM/MULTIPLE LISTING. Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution systems. Firm shall use commercially reasonable efforts to cooperate with all other members of CBA in working toward the sale of the Property. Seller understands and agrees that all Property Information becomes the property of CBA, is not confidential, and will be given to third parties, including prospective buyers, other cooperating members of CBA who do not represent Seller and, in some instances, may represent the buyer and other parties granted access to CBA's listing systems. It is understood that CBA is not a party to this Agreement, and its sole function is to furnish the descriptive information set forth in the listing to its members, without verification and without assuming any responsibility for such information or in respect to this Agreement.

10. 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).

11. ATTORNEY'S 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' fee and any costs and expenses incurred as a result of such enforcement. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.

11. ADDITIONAL TERMS. In addition to the Property Information and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement: _____

SELLER



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Seller/Authorized Signature

Name: _____

Title: _____

Date: _____

Seller/Authorized Signature

Name: _____

Title: _____

Date: _____

FIRM

_____, Firm (Company)
(Office)

Authorized Signature

Name: _____

Date: _____



EXCLUSIVE AGENCY SALE LISTING AGREEMENT

EXHIBIT A
(Legal Description)
