



## **INSTRUCTIONS FOR LISTING YOUR PROPERTY IN THE LOCAL MLS WITH FLAT LIST**

**Please read the following and INITIAL in line** next to the numbered items below for acknowledgement.

\*This page must be returned with your forms. Questions? Use the following emails based on your state:

**Arizona:** azhomes@flatlist.com (Stacie Whitfield, Designated Broker)

**Hawaii:** hihomes@flatlist.com (Stacie Whitfield, Principal Broker)

\_\_\_\_ 1: Attached to this page is the Listing Agreement. These forms can be completed on your computer, but you **MUST** print before closing, as the information will not save. Complete and sign these forms.

\_\_\_\_ 2: Download the Data form based on the location and property type. The data forms are on the same website page that you downloaded these forms. Depending on the MLS, not all of the data forms are fillable forms. You may have to print and manually enter the information. To obtain the data form, go to Flatlist.com, choose the state and then choose the form on that page. Any information on the data form you do not know, leave blank. We will email you if we have any questions

\_\_\_\_ 2: MLS rules require that compensation be made to the buyer's agent. This commission must be a set value, either a percent or flat dollar amount. It cannot be a range or say "negotiable", and cannot be zero. Please make sure you have entered a value on the agreement that represents what you are offering to the buyer's agent.

\_\_\_\_ 3: You will be emailed a copy of your MLS listing to review for errors/corrections. If you do not request corrections, then you have accepted the listing as is and hold Broker harmless from any inaccuracies.

\_\_\_\_ 4: All of the MLS systems syndicate to public websites, however we have **NO CONTROL** over the public sites that show MLS listings. Please understand that if your property is not appearing on a site and/or the information on that site is inaccurate or missing, you must contact that website owner directly to have it corrected. We only have control over your MLS listing and its content/information and are not responsible for public site displays.

\_\_\_\_ 5: If you accept an offer on your property, you **MUST** notify us within one business day via email **AND** again upon **CLOSING**. All MLS systems levy fines if a change in the status is not reported. If you enter into a contract **OR** the property closes and you do not notify us and we are fined, you will be responsible for that fine.

\_\_\_\_ 6: You must be available to show the property and respond to agents. Your phone number must be active at all times, and you are required to call agents back in a timely manner to schedule showings or allow agents to present offers.

\_\_\_\_ 7: All buyers are directed to our site for your information. Please make sure you have added your listing to our site and have uploaded the photos. If you have already paid for your listing but have not added your listing to our site, make sure that when you add the listing, choose the free \$0 listing in the drop down menu of package choices.

### **FINAL INSTRUCTIONS**

**Please ensure that you have provided and/or completed all of the items below:**

-Listing Data Form and Listing Agreement

-Listing entered on FlatList.com providing marketing remarks, driving directions and at least one photo.

\*If you are planning on providing payment on the listing agreement, then choose the **FREE** non-MLS listing on our site so you won't be charged on our site.

**After initialing in the above boxes on this form, FAX or Scan/Email THIS PAGE and all the completed forms.** Fax: 1-866-594-0963 or Scan/EMAIL them to the email for your state (see top of page for emails).

Your listing will not be input into the MLS until we have received the signed listing agreement, data forms, payment **AND** at least one photo (up to 25 photos is included). Once all items are received, your listing will be entered into the MLS within one business day. We correspond via email, so please **EMAIL** us if you have any questions. If you want your property in the MLS for the weekend, we must receive everything no later than 5:00 pm on Thursday (providing Friday is not a legal holiday).



**FlatList.com, Hawaii Exclusive Agency Limited Service Customer Agreement**

**Property Owner's Name:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State of Hawaii, Zip:** \_\_\_\_\_

**Tax Key:** \_\_\_\_\_

**Listing Price: \$** \_\_\_\_\_ **Listing Start Date:** \_\_\_\_\_

**Cooperating Broker (Buyer's agent) Commission** \_\_\_\_\_ % (percent) **OR \$** \_\_\_\_\_

I/we, authorize FlatListingFee.com, Inc. dba FlatList.com (also referred to as "Broker" hereafter) to advertise the real property ("Property") described herein in the Multiple Listing Service for six months from the listing start date Seller has filled in on this form above. Seller agrees to pay Broker a non-refundable advertising fee as chosen on this agreement for the MLS service. The fee is fully earned upon activation of listing in the MLS. It is agreed between the Seller and Broker as follows:

**1) Agency:** Seller is a customer and is NOT represented by broker. Broker will not be an agent or negotiate on behalf of any party in the purchase and sale transaction, will not handle any earnest money on behalf of buyer or Seller, does not maintain completed purchase and sale agreements in a transaction file, and is not a party to the transaction UNLESS seller has opted for the assistance at closing in this contract. Seller agrees to receive written offers directly from buyers or Buyer's Broker. Any broker who procures a prospective buyer for the property is presumed to represent the **Buyer**. Brokerage Firm is not obligated to advertise the property, EXCEPT by submission to the MLS.

**2) Commission:** Offering a commission to the buyer's agent is required in order to be in the MLS. Seller understands that if a Buyer is procured by a real estate licensee on the terms acceptable to Seller, then Seller will pay a Cooperating Broker (Buyer's agent) commission. This commission is NON-NEGOTIABLE and IRRIVOCABLE. If there is a commission dispute, Seller agrees to allow the escrow company to place the amount in dispute in an escrow account until arbitrated and distributed throughout the MLS or the local Realtor Association. Seller agrees to indemnify and hold harmless FlatList.com and its agent's from any commission claim brought by Buyer's Broker.

**3) Seller's Initials IF home is built PRIOR to 1978:** \_\_\_\_\_

If any structure on the property was built before 1978, Seller shall provide a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S. Department of Housing and Urban Development. More information and forms are available at <http://www.epa.gov/lead>. Broker shall email a Lead Based Paint Disclosure Form to Seller and Seller is responsible for faxing or emailing it to Broker within ONE business day.

**4) Ownership, Title and Authority:** Seller warrants that 1) Seller is the owner of the Property or has the authority to execute this Agreement and to sell the Property; 2) no other persons or entities have title to the Property.

**5) Items included or excluded:** Unless otherwise specified in the sales contract, all fixtures attached to the Property are included. Personal property items are excluded. Exceptions to ownership, title and authority if any:

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**6) Escrow:** A bonded company shall be employed to help with the conveyance of the Property. Seller hereby irrevocably assigns to Cooperating Brokerage Firm (Buyer's Agent) the compensation specified by seller in this agreement and any agreed upon general excise tax from Seller's funds and proceeds in escrow.

**7) Seller's Representations:** Seller represents that, unless otherwise specified in writing, Seller is not

aware of any of the following and Seller shall promptly notify Brokerage Firm in writing if Seller becomes aware of any of these items during the Listing Period, or any extension: a) Notice of Default against the Property; b) Delinquent amounts due under any loan or other obligations secured by the Property; c) Bankruptcy, insolvency or similar proceeding affecting the Property; d) Litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and e) Current, pending or proposed special assessments affecting the Property.

**8) Sex Offender Registration ("Megan's Law"):** Hawaii has enacted a law requiring sex offenders to register with the State Attorney General's office. Brokerage Firm makes no representation as to whether the public has access to this information. Brokerage Firm is not required by law to provide information regarding sex offenders.

**9) Disclosure of Material Facts:** There is a general obligation under the Hawaii law for a Seller to disclose any fact which could be deemed to be material to a prospective Buyer of any property offered for sale, including vacant land, commercial property, as well as residential property. There is also a specific law in Hawaii (Chapter 5080, Hawaii Revised Statutes) requiring disclosure of material facts in the sale of any residential property. Under Hawaii law, the Seller is obligated and hereby agrees to give a written disclosure statement to a Buyer containing any fact, defect, or condition, past or present, that would be expected to measurably affect the value of the Property to a reasonable person. Such disclosure statement shall be prepared in good faith and with due care and shall disclose all material facts relating to the Property that: (i) are within Seller's knowledge or control; (ii) can be observed from visible, accessible areas; or (iii) are required by Section 508D-15 of the Hawaii Revised Statutes. Section 508D-15 of the Hawaii Revised Statutes provides that when the Property lies: (i) within the boundaries of a special flood hazard area as officially designated on Flood Insurance Administration maps promulgated by the appropriate Federal agencies for the purposes of determining eligibility for emergency flood insurance programs; (ii) within the boundaries of the noise exposure area shown on maps prepared by the Department of Transportation in accordance with Federal Aviation Regulation Part 150-Airport Noise Compatibility Planning (14 Code of Federal Regulations Part 150) for any public airport; (iii) within the boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy or Marine Corps airport as officially designated by military authorities; or (iv) within the anticipated inundation areas designated on the Department of Defense's Civil Defense Tsunami Inundation Maps; subject to the availability of maps that designate the four areas by tax map key, SELLER must include this information in the disclosure statement. Seller understands that purposely or negligently failing to comply with this disclosure law may result in liability for damages. Seller further understands that if a written disclosure statement is not provided, or if inspection of the Property by a third party reveals facts inconsistent with or contradictory to Seller's disclosure statement, Hawaii law requires that Brokerage Firm disclose those facts to Seller, Buyer and Buyer's agent. This obligation of disclosure limits Brokerage Firm's agency duty of confidentiality. Seller also understands that if, after Seller's disclosure statement has been delivered to Buyer and prior to closing, Seller becomes aware of information which was not previously disclosed or which makes any statement in the disclosure statement inaccurate and said information directly, substantially, and adversely affects the value of the Property, then Seller shall provide an amended disclosure statement, in writing, to Buyer within ten (10) days after the discovery and in no event later than twelve noon on the last business day prior to the recorded sale of the Property.

**10) Leasehold Disclosure:** If the Property is leasehold, Seller agrees to provide, at Seller's expense, a current leasehold disclosure as required by Hawaii State law. Seller is responsible for ordering and paying for such a disclosure from a qualified professional, if such professional service is available.

**11) Indemnification/Hold Harmless:** Seller agrees by signing this agreement to indemnify, release, hold harmless without recourse, and to defend Broker and its agents from and with respect to, a) any misrepresentations, errors or omissions relating to the condition or title to the property; b) breach of any of Seller's obligations under this Authorization, including, but not limited to, Seller's commitment to pay any specified Buyer's Broker commission; c) any issue related to showings, accessibility, lockboxes or property access; d) any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose. This indemnification shall extend to all claims, costs damages, or liabilities that are caused by or arise out of the actions, misfeasance or nonfeasance of Seller or Seller's agent(s), including but not limited to, all costs, exposes, liabilities, including attorney fees, awards or judgments incurred by Broker whether incurred in connection with the defense of any claims asserted in any arbitration or other proceedings, or otherwise. Seller shall be emailed a copy of their MLS listing to review. If Seller fails to notify Broker of any changes/corrections within 24 hours to their MLS listing, then Seller has approved of the information in the listing.

**12) Professional Advice:** Seller is advised to consult an attorney, accountant or other appropriate professionals in the assistance and advice of their listing agreement and/or sale PRIOR to entering into a contract. Seller is not relying upon Brokerage Firm for any such advice. Brokerage Firm HAS NOT AND WILL NOT give such advice.

**13) Key Safe & Securing Valuables:** Brokerage Firm will not be responsible for any valuables or for loss or damage to real or personal property. Brokerage Firm does not offer a key safe service, and all showings are to be coordinated by the seller.

**14) Costs:** Seller shall pay the following costs, if incurred: (1) customary closing costs; (2) Seller's legal fees; (3) fees for expert or specialized services; (4) costs of homeowner association documents; and (5) any other costs agreed to by Seller. Seller is advised to contact an Escrow company with any questions on the closing costs to be incurred by Seller PRIOR to entering into this listing contract and/or an agreement to sell.

**15) Release of Information:** (1) Seller authorizes Escrow to obtain any information regarding mortgage balances, lease rents, maintenance fees, property management, collection accounts, property taxes or like items. This information may be provided to any prospective Buyer. (2) Seller hereby consents to publication of listing and other data in the MLS and to the use of this information for market studies, service to the public, and advice to clients or customers. Seller understands that Brokerage Firm is obligated to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional public Internet sites unless Brokerage Firm gives the MLS instructions to the contrary.

**16) Seller's Affirmations:** (a) Property Information. To the best of Seller's knowledge, the information on the Listing Input Data Form is correct. If any information on the data form is known to Seller to be incorrect or incomplete, Seller shall be fully responsible for any actions and costs to cure. (b) Fair Housing Laws. Seller understands that it is illegal to discriminate against prospective Buyers on the basis of race, sex, including gender identity or expression, sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, or human immunodeficiency virus infection. (c) Mediation and Arbitration. If any dispute or claim in law or equity arises out of this Agreement, and the parties are unable to resolve the dispute, Seller agrees to attempt in good faith to settle such dispute or claim by non-binding mediation through a mutually agreed upon mediator. If the mediation is not successful, then Seller will consider arbitration and may seek legal counsel to make this determination. It is understood that if both parties are involuntarily named as defendants in a lawsuit by a third party in any matter arising out of this Agreement, this paragraph shall no longer be binding on either party.

**17) FIRPTA:** Withholding Required if Seller Is A Foreign Person. Under the Internal Revenue Code, if Seller is a foreign person or entity (nonresident alien, corporation, partnership, trust or estate), then Buyer is generally required to withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate Internal Revenue Service ("IRS") form to the IRS. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the IRS.

**HARPTA:** Withholding Required If Seller Is A Non-Resident Of The State Of Hawaii. Under Hawaii law, if Seller is a non-resident person or entity (corporation, partnership, trust or estate) of the State of Hawaii, Buyer must withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate form to the State Department of Taxation. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the State Department of Taxation.

**18) Notification of Mutual Acceptance:** In order for Broker to comply with MLS rules, Seller shall notify Broker IN WRITING within one business day of acceptance of a contract AND provide the contract acceptance date, closing date, sales price, buyer's agent name, financing type and concessions, if any paid by seller. Upon closing, seller shall notify broker within one business day. If the sale does not close, the MLS Listing will be reactivated for the remaining duration of the listing at no additional charge. If Broker is fined by the MLS for not reporting a status change due to the failure of Seller notifying Broker of change in status of listing, then **Seller shall immediately reimburse Broker** the amount of the fine imposed by the MLS.

**19) Public Internet Sites:** In addition to publication in the multiple listing service database (where Brokers get their information), Seller agrees to allow the Property to be advertised on the public websites of real estate brokers, as well as other websites selected by Broker. Seller acknowledges that Broker does not control the content, quality, or display of websites, including those of real estate brokerages. Each website maintains its own standards regarding how much information to display about homes or the frequency with which websites update their display. Broker cannot guarantee the availability of any particular public website and this advertising is

offered in good faith and is not guaranteed. Broker shall forward ALL buyer inquiries from these sites to Seller's email.

**20) Changes and/or Cancellation of Listing:** Seller may make changes to their listing at any time without charge. All changes must be in writing using the change form supplied to Seller from Broker. Seller may cancel their listing at any time without refund and the LISTING FEE IS NON-REFUNDABLE, regardless of the reason for cancellation. If seller's phone number becomes disconnected or unavailable, or if Seller fails to respond in a timely manner to agents attempting to obtain information, show or present an offer, Broker may cancel the listing in the MLS without refund to Seller.

**21) Pricing Property:** Seller understands that it is the sole responsibility of the Seller to price their property. Broker does not offer price opinions, market analysis or advice on the market activity. In addition, Seller understands that Broker will not view or inspect the property. Broker accepts all information submitted by Seller as true and accurate and has no obligation to verify.

**22) Administrative fee of \$200 due at closing:** This fee does not apply if the property fails to close, if Seller sells directly to a buyer with no broker involved in the sale OR if Seller has opted for the "Assistance with offers". It applies ONLY on sales involving a Buyer's Broker representing the buyer, and is paid out of escrow at the time the sale closes. It is not a commission and does not create an agency relationship with Seller and Broker. This fee covers the administrative time responding to title company, escrow, lender, appraiser, and home inspector requests for additional information, being available for notices from Buyer's Agent, forwarding of email correspondence to Seller from escrow, title, lender, etc. and/or signatures of required federal and lending disclosure forms, escrow forms, and/or those acts required to comply state law. Seller understands that the Administrative Fee covers work provided by to enable service providers to perform the steps required to close the sale. This fee is waived for customers who use the assistance with offers or sells to their own Buyer not working with an agent. The Administrative Fee is paid at close of escrow from Seller's net proceeds and is separate from the Advertising Fee paid herein. If the property does not successfully close escrow, THIS FEE IS WAIVED.

**23) Photos:** You must provide photos that YOU OWN OR HAVE WRITTEN PERMISSION to use. Using photos without permission, regardless of how you obtained them, is a violation of the Digital Millennium Copyright Act. Seller irrevocably agrees to indemnify and hold harmless FlatList.com, and all its' Brokers, licensees, from any claim arising from the use of copy written photos that the Seller has provided. Seller shall pay all MLS fines levied in the event that FlatList.com is fined for use of photos that Seller provides that were copied and/or used without written permission. Fines shall be paid within three business days from invoice.

**24) Communication:** Our Office Hours are Monday – Thursday 9:00 am- 5:00 pm PST and Friday 7:00 am – 3:00 pm PST. Our office is closed on Federal and HI state holidays. Changes to listings are made on Mondays and Thursdays. We prefer all communications through email or fax. Please use this form of communication for a timelier response, as we are on our emails during business hours.

**Please provide your contact information:**

**Email:** \_\_\_\_\_

(All notices, forms, confirmations, inquiries, etc. are delivered via email)

**Best Contact Phone Numbers:** \_\_\_\_\_ **OR** \_\_\_\_\_

**Shipping address if you have ordered a sign:** \_\_\_\_\_

**How did you hear about us?** \_\_\_\_\_

**Check the items of choice:**

**\$249 MLS Listing for SIX Months** (This option available for “for rent” properties as well)

**Includes the following services:**

- 1) A listing in the local Multiple Listing Service for six months (may be cancelled without charge)
- 2) Unlimited and FREE changes to listing
- 3) 25 Photos on the MLS (seller to provide photos that are owned by the seller, see #23 of contract)
- 4) Realtor.com listing and syndication to public sites that show MLS listings
- 5) Listing on Trulia, Zillow, Lishub and most real estate websites (see #19 of contract)
- 6) State/Federal Required Disclosures
- 7) Hawaii Purchases and Sale Agreement & addenda (upon emailed request)
- 8) Listing on our site, [www.FlatList.com](http://www.FlatList.com)

\*\$200 Administrative Fee is due at closing. If the property fails to close, this fee is waived. (See #22)

**\$25 For Sale Sign** (includes a blank rider for phone number and shipping/handling)

**BROKER ASSISTANCE with offers for \$1250.00 at close of escrow:**

**Includes:** Assistance with offers, counter-offers, communications with Buyer’s agent, confirmation of escrow setup, inspection addendum and response support, disclosure receipt verification. Assistance is provided Monday through Friday from 9 am to 5 pm PST. Seller understands that this assistance is limited to these time frames and understands that all offers received during evening or weekend hours will be reviewed by broker the following business day. If Seller chooses to sign or deliver any contracts without review of Broker, Seller will hold Broker harmless for any loss or damage that may occur. NOTE: If seller’s property fails to close, the \$1250.00 is waived. If seller sells to their own buyer not working with an agent, Flat List RE DOES NOT assist with those transactions for the \$1250 fee. If you find your own buyer, and want us to facilitate the transaction, we charge 1.5% of the listing price. Seller authorizes Broker to insert into the MLS listing instructions to the agents that will state “Offers are reviewed within ONE BUSINESS day of receipt”. Seller must be available via email for e-signatures, which is used for all notices, counter offers, communications, etc.

**Seller warrants he/she has the right to sell the Property:** Owner is the Owner of record of the Property and/or has full LEGAL authority to execute this Contract. If Seller has a POA or is the Executor of the estate, a copy of those documents will need to accompany the listing agreement.

**Owner’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Broker: Stacie Whitfield, Principal Broker, Hawaii Real Estate Brokerage License # RB-19259, RB-19260**

**PAYMENT INFORMATION**

If you have not done so already, please go to our site, [www.FlatList.com](http://www.FlatList.com) and add your listing. You will have the option to pay or to post it for free. If you post it for free on the site, then you will need to pay using one of the following options below for manual payment:

I have already submitted payment online

Invoice me through Pay Pal. List an email that you want us to use to send the invoice.

\_\_\_\_\_

Pay by any credit card (Complete information on the following page.)

-----Information below will be shredded/destroyed after charge -----

*Write in your credit card information below. We destroy this information after charging your credit card.*

Name on Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Three Digit Code on reverse side of card: \_\_\_\_\_

Billing Street Address for Credit Card: Zip: \_\_\_\_\_

**Card Holder Signature:** \_\_\_\_\_

*This Agreement shall serve as receipt for payment for the non-refundable Listing/Advertising Fee*