

## INSTRUCTIONS FOR LISTING YOUR PROPERTY WITH FLATLIST.COM

Please read the following and INITIAL in each box 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)

**Oregon:** orhomes@flatlist.com (Angela Heit, Principal Broker) **Washington:** wahomes@flatlist.com (Angela Heit, Designated Broker)

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- 1: Attached to this page is the Listing Agreement which is a fillable form. HOWEVER, you must print it prior to closing the document, as the information will not save. A second attachment is included in this email that is the Listing Data form based on the MLS that covers your area. Some data forms are fillable, if the one attached is not, then you will need to manually complete the form. The MLS requires the data form AND a signed listing agreement be completed in order to place the listing in the MLS. Complete and sign these forms. 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. Please understand that your listing is LIVE in the MLS when we send you the copy. If you do not request corrections, you have accepted the listing as is.
- 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 AND verify that we have received your notice. All MLS systems levy fines if a change in the status is not reported. If you enter into a contract, 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 fsbo listing in the drop down menu of package choices.

### **FINAL INSTRUCTIONS:**

Your listing will not be input into the MLS until we have received the signed listing agreement, data forms 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.

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

-Listing Data Form (also called Data Input Sheets) filled out and signed.

-Listing Agreement (and Addendum if applicable) filled out and signed. Please return every page.

-Listing entered on FlatList.com providing marketing remarks, driving directions and at least one photo. If you have already paid or do not want to pay via our site, choose the \$0 free fsbo listing package after choosing List Now, then the state.

**After initialing in the above boxes on this form, FAX THIS PAGE and all the completed forms to us toll free, at 1-866-594-0963 or Scan/EMAIL them to the email for your state (listed at the top of this page).**



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

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

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

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

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

Listing Price: \$ \_\_\_\_\_

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 for up to one year in the Multiple Listing Service. Seller agrees to pay Broker a non-refundable fee as chosen on Page Four 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 \$950 assistance at closing, (page 4). 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. FlatList.com shall receive no listing commission at closing, UNLESS, otherwise agreed to in writing. 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.

**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:



**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.

**12) Professional Advice:** Seller is advised to consult an attorney, accountant or other appropriate professionals. Seller is not relying upon Brokerage Firm for any such advice and Brokerage Firm WILL NOT and HAVE NOT given 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.

**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 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.**

**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.

**19) 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.

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

**Check the items of choice:**

**\$199 MLS Listing for SIX Months** (This option available for rental properties)

***Includes the following services:***

- 1) A listing in the local Multiple Listing Service for six months (may be cancelled without charge)
- 2) Unlimited changes to listing
- 3) 25 Photos on the MLS (seller to provide photos)
- 4) Realtor.com Listing and syndication to public sites that show MLS listings
- 5) State/Federal Required Disclosures
- 6) Listing on our site, [www.FlatList.com](http://www.FlatList.com)

**\$299 MLS For Sale Listing Or Rental Listing for One Year**

***Includes the following services:***

- 1) Includes everything in the \$199 option above
- 2) For Sale Sign with blank rider for seller's phone number (includes shipping, does not include stakes)

**\$25.00 Extra Brokerage sign** (one already included in \$299 package, includes shipping)



**CONTACT INFORMATION**

**Email:** \_\_\_\_\_  
(All notices & forms delivered (pdf) via email)

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

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

**Shipping address:** \_\_\_\_\_

**Seller warrants he/she has the right to sell the Property:** Owner is the Owner of record of the Property and/or has full authority to execute this Contract.



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

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

**Broker's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Hawaii Real Estate Brokerage License # RB-19259*

**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 Visa, MasterCard or Discover (we do not accept American Express)  
(Complete information below.)

-----Information below 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*

