

**Real Estate Network.com, Inc.
dba CMESELL.com ("CMESELL")
MARKETING CONTRACT**

Date: _____

Name of Seller(s):

Property Address:

City, County, Zip Code:

Legal Description (from tax record): (Please see County Home Page and Parcel Viewer)

Seller's Listing Price:

Buyer's Agent Commission: (Percentage of Selling Price) _____

Date of Signing of Marketing Agreement: _____ (Marketing Agreement expires one (1) year from this date – however, if your home, condo or property does not sell in that time frame, you can renew this Marketing Contract with CMESELL.com at no cost to you.)

CMESELL.com Marketing Agreement Services: FEE **\$495.00** NON-REFUNDABLE

1. CMESELL.com will provide no Seller or Buyer Representation in Seller's transaction.
2. Seller acknowledges that they have reviewed and printed off a pamphlet from CMESELL.com web site titled "The Law of Real Estate Agency". INITIAL HERE:

3. Seller must notify CMESELL.com within 24 hours of acceptance of an offer on their property.
4. Seller will notify CMESELL.com within 24 hours of change of telephone number. Failure to do so may result in cancellation of this Marketing Agreement by CMESELL.com.
5. Seller can make the following changes to their Property Information at any time:
 - A. Updating photos;
 - B. Updating Marketing Remarks;
 - C. Changing price.
6. Any changes Seller wishes to make to their Property Information must be in writing. Changes not in writing will not be completed by CMESELL.com and CMESELL.com is not liable for any damages Seller may incur due to non-compliance of requirement.
7. Seller will submit up to 15 photos to CMESELL.com to post on CMESELL.com web site and other web sites. All photos must be in .jpeg format.
8. Seller must submit photos within 5 (five) days of date of this Marketing Agreement via e-mail (sales@cmesell.com) to CMESELL.com.
9. CMESELL.com will post Seller's Property Information on all web sites that carry NWMLS listings.
10. Seller acknowledges that all property of CMESELL.com (white vinyl sign post and metal mounting stake, CMESELL.com For Sale By Owner yellow sign, flyer box/tube, directional signs, and lock boxes) are property of CMESELL.com and SELLER shall not damage, write on or deface in any manner any of CMESELL.com property and will return CMESELL.com property in the same condition the property was delivered to Seller within five (5) days of termination of Marketing Agreement.

Seller requests a For Sale sign, rider, and flyer box (included) Yes No

Seller requests two (2) CMESELL.com directional signs at no additional fee (For Residential Listings Only) Yes No

Seller requests a lock box for an additional rental fee of \$100 * Yes No

* NWMLS rules requires that Seller have a lock box (also known as a Key Box) on their residential real estate property for sale. NWMLS rules state that seller can, in writing, waive the requirement to have a lock box on their property.

Initial here if you do NOT wish to have a lock box on your property and are requesting that requirement be waived. _____

CMESELL.com will hang sign as soon as possible, within a reasonable time frame. CMESELL.com will place sign in best possible position unless Seller indicates that there is a specific area where they prefer the sign to be placed: _____

Marketing Fee \$495.00

Key Box Rental (Optional) \$100.00

TOTAL AMOUNT PAID BY CHECK*, DUE TO CMESELL.COM _____

* For security reasons, CMESELL.com does not accept credit cards. Payment by check only. *

**Mail check to: CMESELL.com ----
3635 Seabeck Highway NW, Bremerton, WA
98312**

**FAX AGREEMENT, along with copy of check,
to (360)824-6077**

Seller(s) Signature: (Please print clearly)

Print Name(s): _____

Signature(s): _____

Date: _____

ADDENDUM to EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT
NWMLS Form 1B (See Below)

1. Agency Relationship: Seller understands and agrees that CMESELL.com will not act as Seller's Listing Agent and no agency relationship, as defined in "The Law of Real Estate Agency", will be created between Seller and CMESELL.com. Seller understands and agrees that if a broker or salesperson brings a prospective buyer to the Seller, that broker or salesperson does not and will not represent the Seller and may be representing the prospective buyer.

2. Marketing Fee versus Commission: Seller and CMESELL.com agree CMESELL.com will not receive a commission on this transaction and that Seller does not owe any commission to CMESELL.com. CMESELL.com is entitled to the Marketing Fee of \$495.00, unless otherwise agreed in writing by both CMESELL.com and Seller. By signing the Exclusive Agency Sale and Listing Agreement – NWMLS Form 1B (also known as an 'Open Listing'), Seller has reserved the right to sell his/her property to a Buyer without the use of a real estate broker or salesperson, and in doing so, will owe no commission to any licensed Buyer's Agent or Buyer's Broker. Seller understands that any Buyer's Agent commission offered is completely negotiable and there is no fixed commission amount that the Seller has been required to offer to Buyer's Agents.

3. Liability: Seller agrees that CMESELL.com is not responsible for any future loss, damage or liability and Seller agrees not to hold CMESELL.com, its' Brokers, licensees, vendors, employees or owners responsible for any future loss, damage or claim of liability arising from the Seller's actions or omissions to comply with CMESELL.com Marketing Agreement, NWMLS Exclusive Agency Sale and Listing Agreement or any other contract or agreement Seller may enter into with CMESELL.com, a Buyer's Agent or Buyer's Broker. In the case of legal action as a result to enforce this Marketing Agreement or any other contracts or agreements associated with this Marketing Agreement, the venue for such legal action shall be the county in which the property is located. In the event of legal action as a result to enforce this Marketing Agreement or any other contracts or agreements associated with this Marketing Agreement, the successful party has be entitled to their reasonable attorneys' fees and costs associated with such legal action.

4. CMESELL.com is NOT AN ATTORNEY: Seller understands and acknowledges that CMESELL.com and its' Brokers, licensees, vendors, employees and owners are not attorneys and CMESELL.com is not licensed to practice law in the State of Washington or any other state of the union. Seller is advised to seek legal counsel and/or tax advice before signing any contract, including but not limited to this Marketing Agreement, any NWMLS listing forms or any real estate documents that may be presented to Seller. Seller agrees that Seller has not been given any legal and/or tax advice by CMESELL.com.



YOUR FOR SALE BY OWNER REAL ESTATE NETWORK

SELLER CONTACT INFORMATION — CMESELL.COM MARKETING CONTRACT

PRINT NAME: _____

PROPERTY ADDRESS: _____

CITY, STATE, AND ZIP: _____

SELLER MAILING ADDRESS: _____

CITY, STATE, AND ZIP: _____

SELLER E-MAIL ADDRESS FOR CMESELL.COM WEBSITE:

PHONE NUMBER FOR CMESELL.COM WEBSITE (REQUIRED): _____

HOW DID YOU HEAR ABOUT US?

DID A FORMER CUSTOMER RECOMMEND CMESELL.COM TO YOU? NO YES

IF YES, WHO CAN WE THANK FOR THE REFERRAL? _____

DID YOU SEE A CMESELL.COM SIGN? _____ DID WE CALL YOU? _____

DID WE SEND YOU A BROCHURE OR POSTCARD? _____

DID YOU FIND CMESELL.COM THROUGH AN INTERNET SEARCH? _____