



HOW TO WRITE LISTING AGREEMENTS

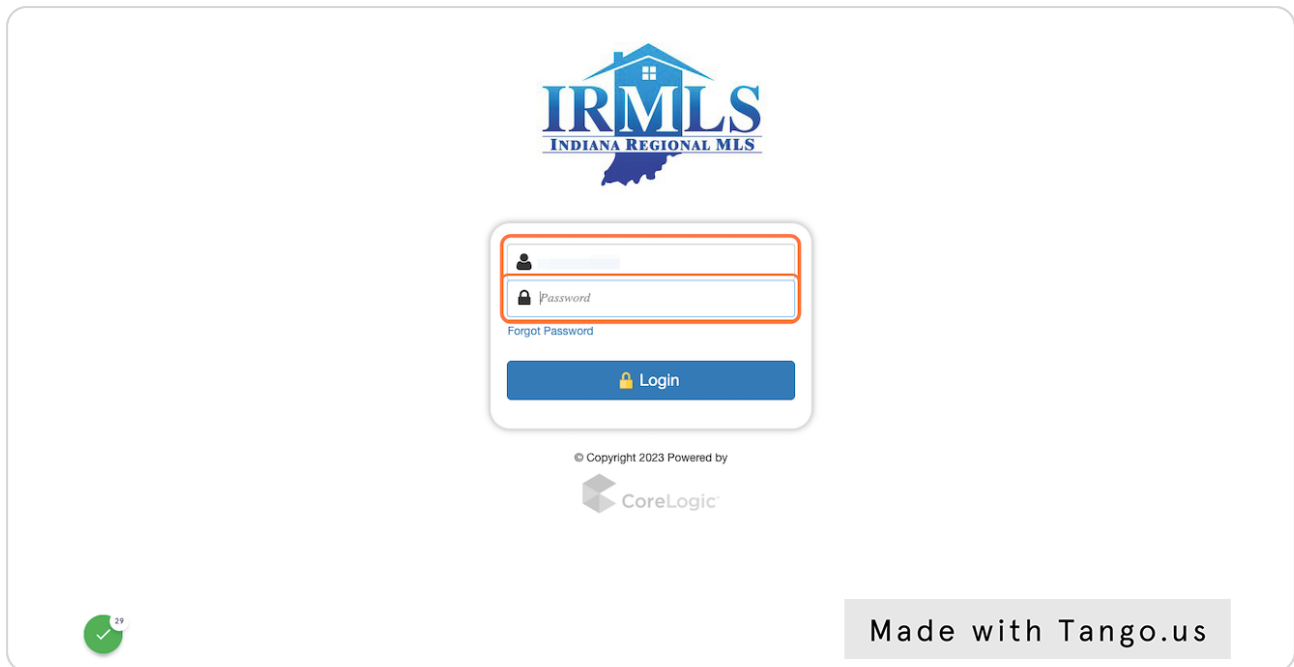
USING COMMAND & DOCUSIGN

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kW REALTY
GROUP
KELLERWILLIAMS®

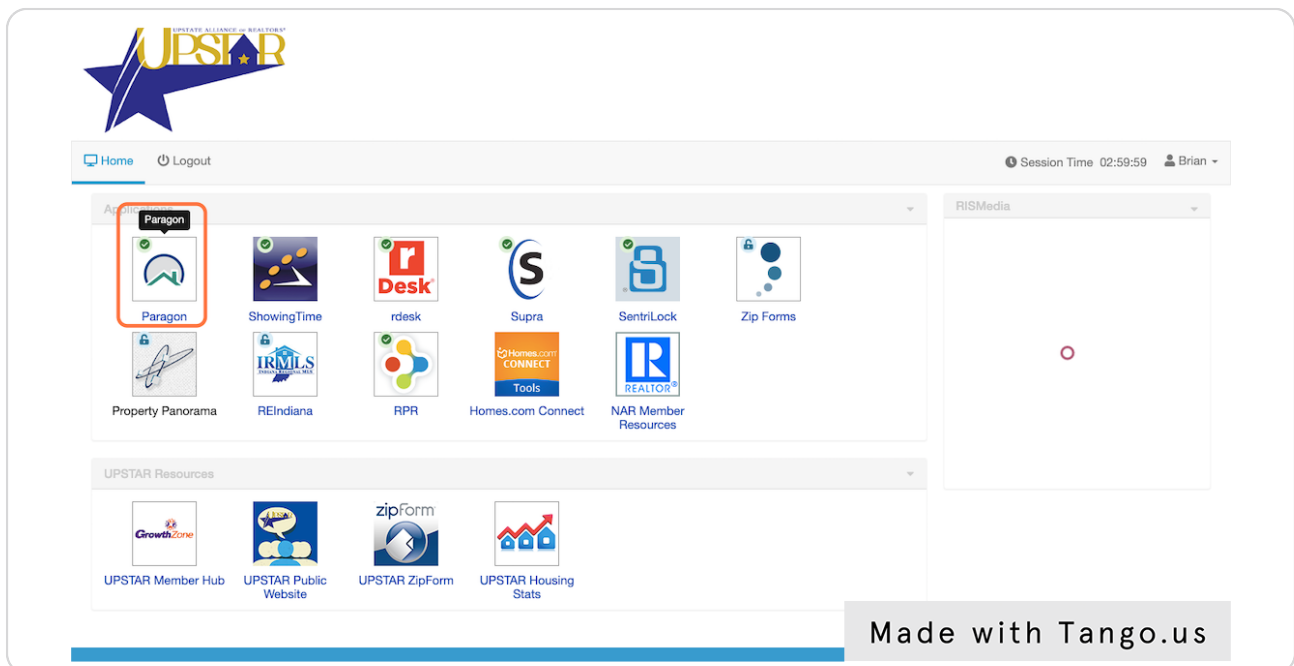
STEP 1

Open up your local MLS site & log in



STEP 2

Click on Paragon

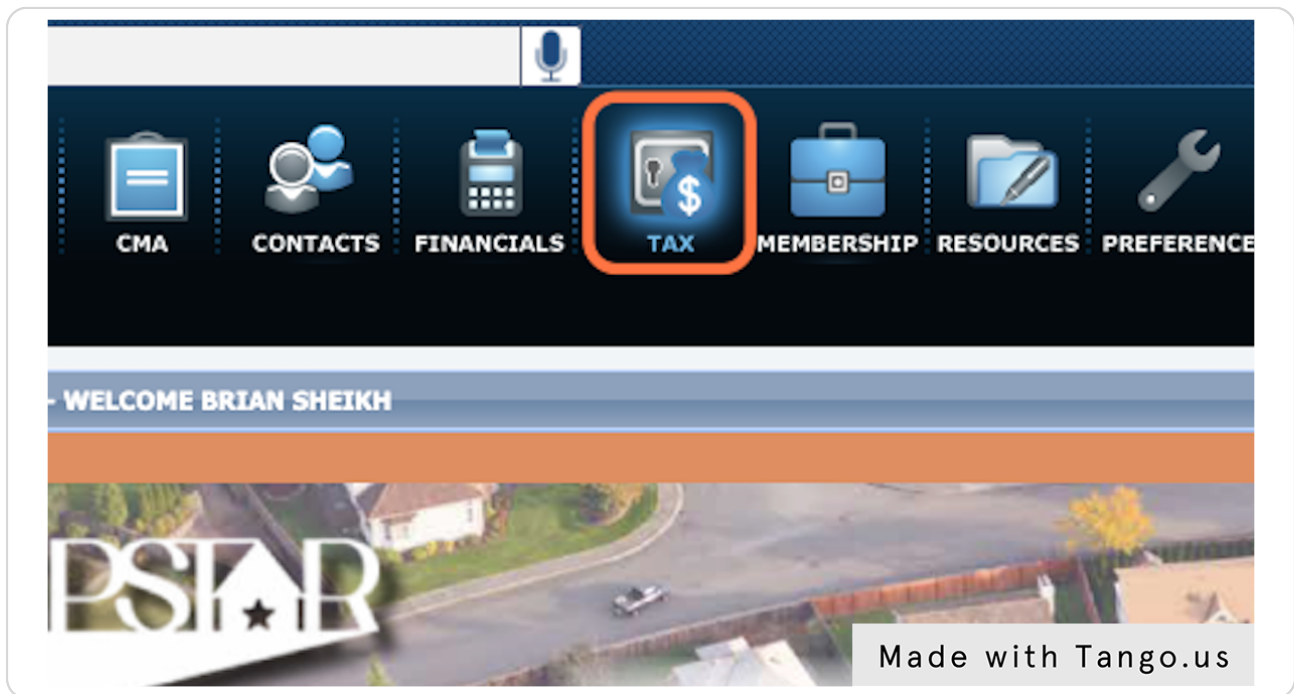


STEP 3

Click on Tax

You could also pull up a previous listing. The information on the tax card can be slightly more help however as it gives you access to the spelling of the seller(s) name, legal description, etc.

But the previous listing can be helpful when you go to build the listing as it will have room sizes, etc.

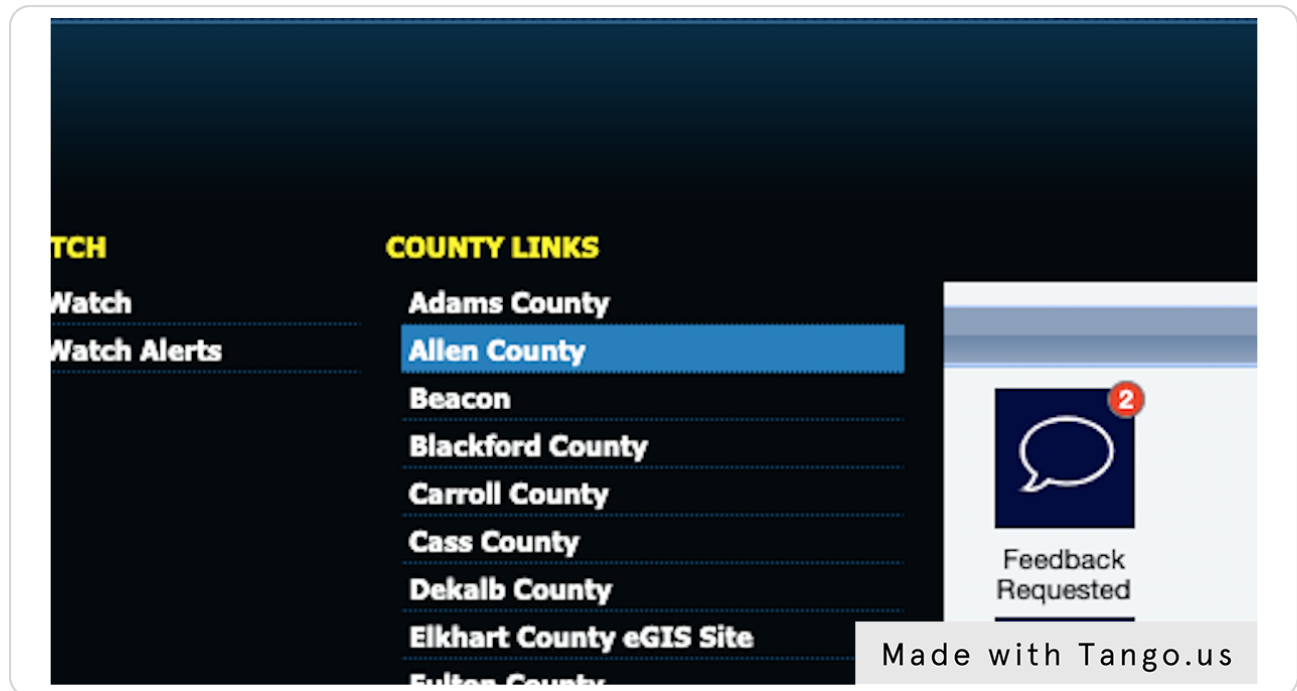


STEP 4

Click on the correct County & do a search for the property address

Again, we will need the legal description of the property and we will also verify our clients name on the deed from here.

Unfortunately, each county is set up completely differently so you will need to learn to navigate your county's tax site.



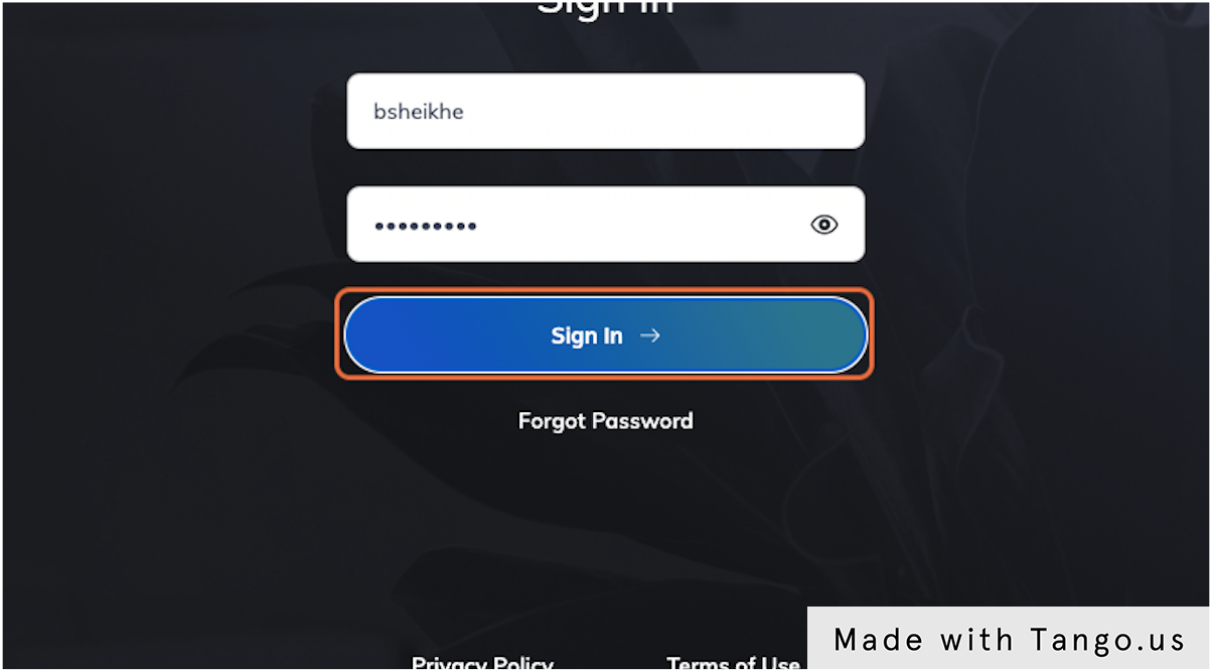
STEP 5

Open a new tab in your browser.

STEP 6

Go to agent.kw.com (this will allow you to keep both the MLS & your Command open.)

Enter your username and password then hit Sign In

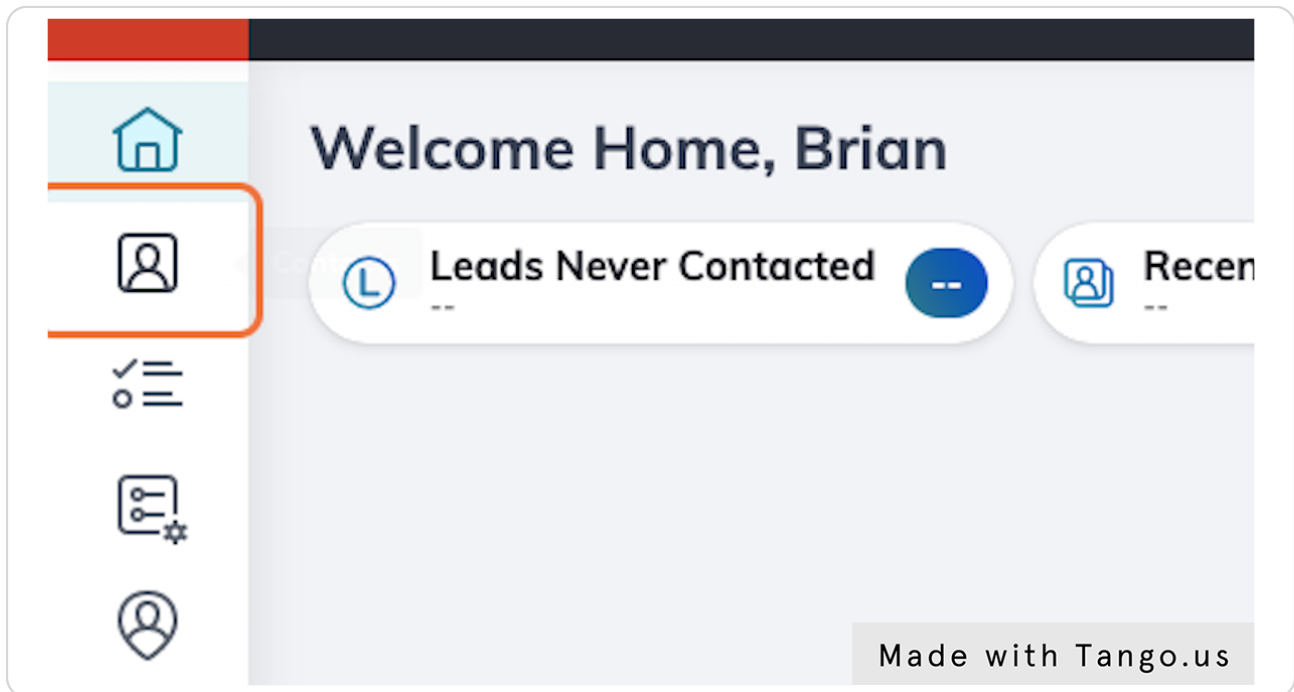


The screenshot shows a dark-themed sign-in page. At the top, the text "Sign In" is partially visible. Below it are two white input fields. The first field contains the username "bsheikhe". The second field contains a masked password "....." and has an eye icon on the right. Below the password field is a blue button with the text "Sign In →", which is highlighted with an orange border. Underneath the button is the text "Forgot Password". At the bottom of the page, there are links for "Privacy Policy" and "Terms of Use", and a watermark that says "Made with Tango.us".

STEP 7

Click on CONTACTS

This is the second icon down (if you ever forget what the icons are you can hover over them or click on the red KW square and the titles will pop up)

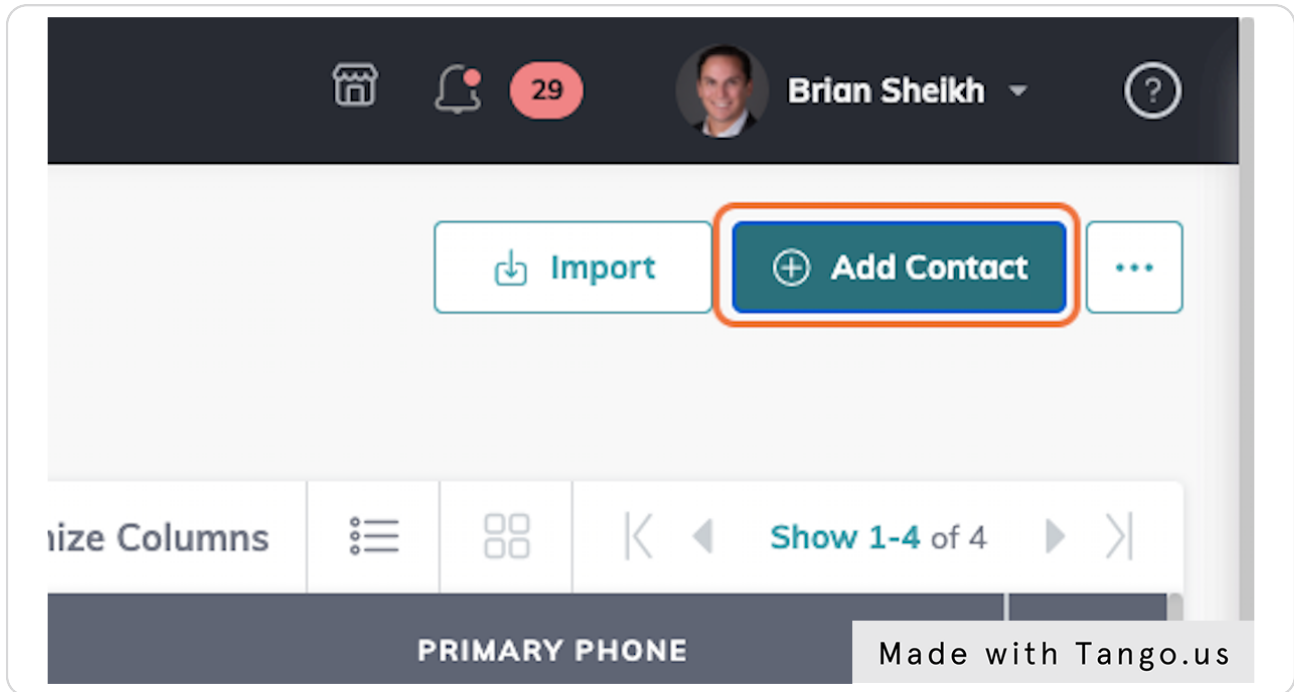


STEP 8

If your contact is not in Command yet, click on the Add Contact button

Quick Tip - If you have two sellers, they will both need to be a contact in Command. You can also connect them via the relationship option in the contact creation card.

You can skip to step 10 if your client is already in Command



Fill in the new clients info

Quick Tip: Put the client's name to match the Deed as this will auto populate into DocuSign.

The image is a composite of three mobile application screens. The leftmost screen shows a contact list titled 'Brian Sheikh's Contacts' with a search bar and a list of contacts including 'Andrea Belford', 'Test Test', 'Test Two', and 'Test Three'. The middle screen is a 'Add to Contacts' form with fields for 'Full Name*', 'Primary Email', 'Primary Phone', 'Lead Source Type' (with radio buttons for 'Select From List' and 'Select From Contacts'), 'Lead Source', and 'Tags'. The rightmost screen displays a table of phone numbers under the heading 'PRIMARY PHONE', with entries like '+1 260 444 0567' and '+1 260 555 5555'. A 'Made with Tango.us' watermark is visible at the bottom right.

STEP 10

Double click on your client's name.

		Customize Columns	
	RECENTLY ACTIVE	LAST CONTACTED	TAGS
		Jan 27, 2023 (a month ago)	2017 Buyer
		Feb 09, 2023 (13 days ago)	2023 Buyer
		Feb 20, 2023 (2 days ago)	First Time Home Buyer

STEP 11

Review your client(s) information to verify the spelling is correct along with their contact information

Quick Tip - fClick on the pencil icon If you need to adjust anything on the contact card.

Test Three

Last contact on 2 days ago

Contact's Health Score 68%

☐ Mark as Lead

First Time Home Buyer

+1 260 555 5559

testthree@gmail.com

Lead Source

Cass Lake Open House

Account

Brian Sheikh

Owner: Brian Sheikh

Edit

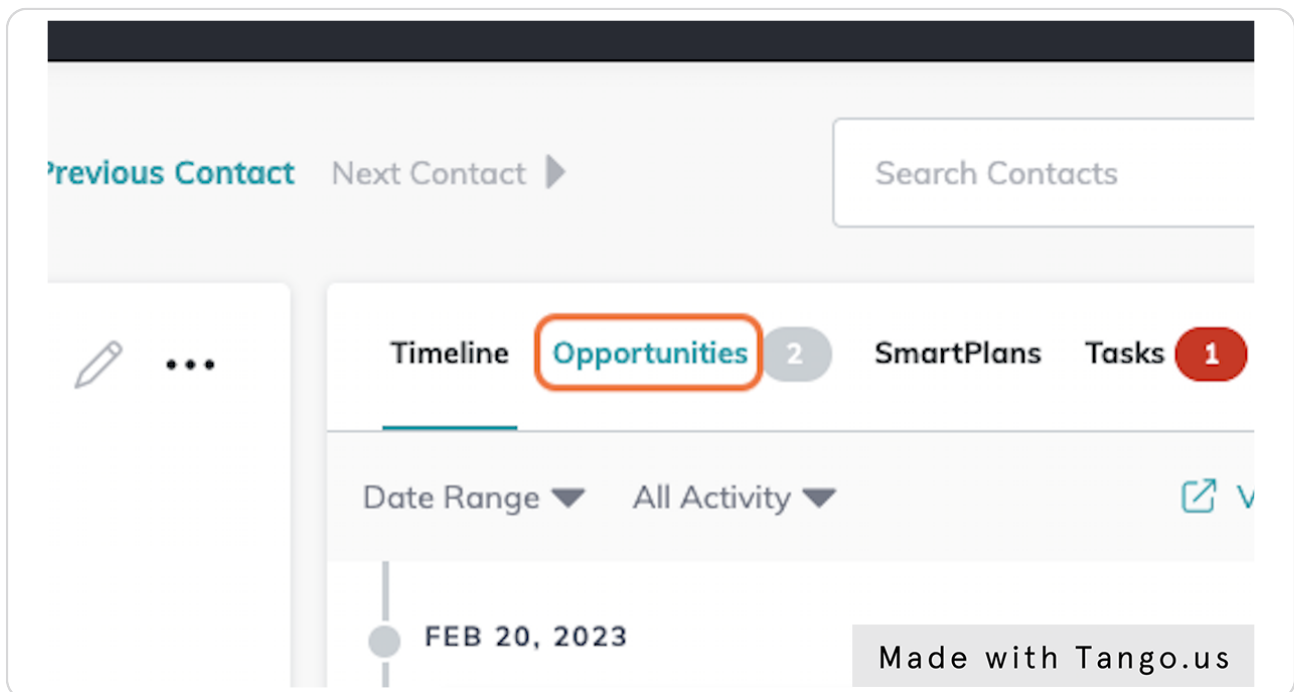
Made with Tango.us

STEP 12

Once you have either created the contact or verified their info is correct, click on Opportunities

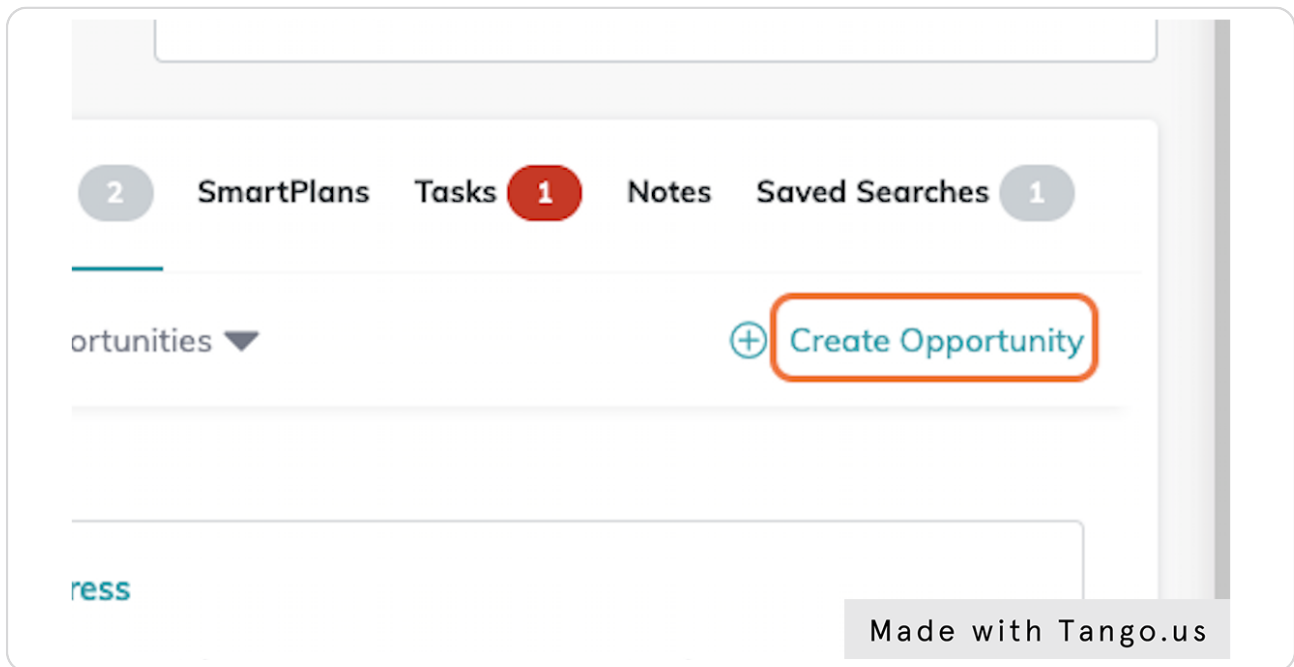
Quick Tip: If you have already created an Opportunity for this client you would just open the Opportunity up and edit & connect to DocuSign.

A best practice is to create an Opportunity once you have a conversation with a client and know what their goals are. This will help with keeping track of their goals, understanding what you have in your pipeline and also helping predict your income.



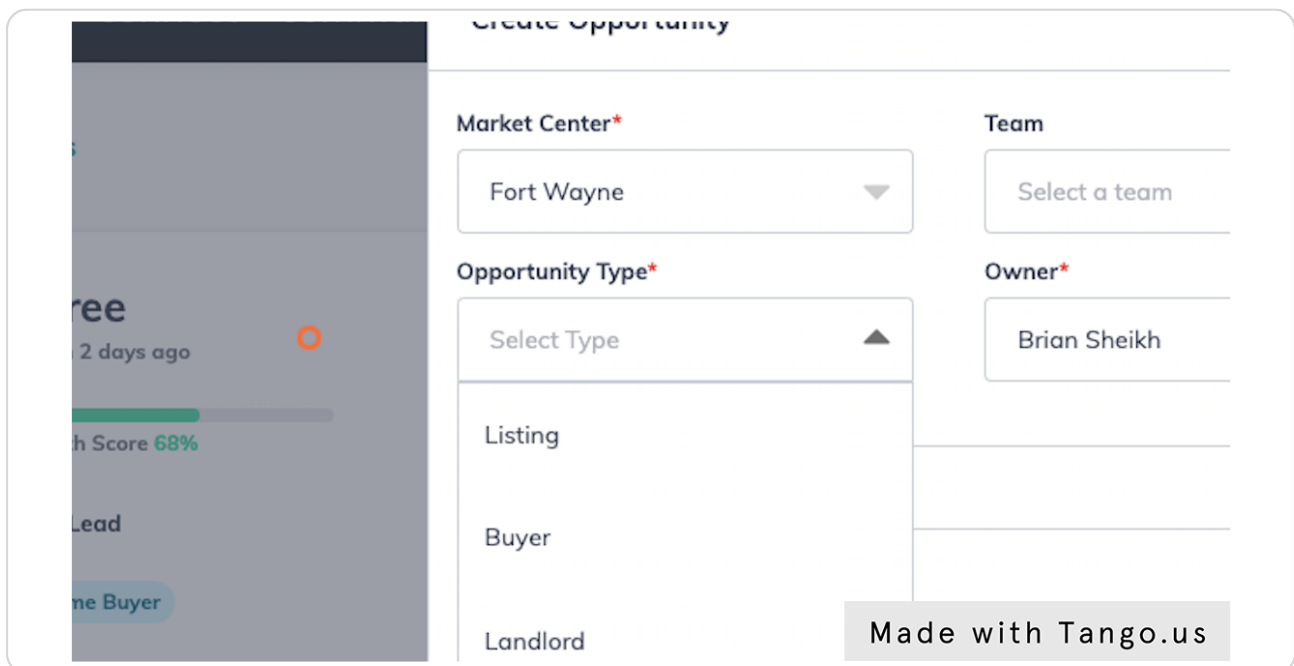
STEP 13

If no Opportunity has been created, click on Create Opportunity



STEP 14

Click on Opportunity Type



STEP 15

Click on Listing

Market Center*

Fort Wayne

Team

Select a team

Opportunity Type*

Select Type

Listing

Buyer

Landlord

Tenant

Owner*

Brian Sheikh

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STEP 16

Verify your client(s) name & info

kw command connect comman

Back to Contacts

Test Three

Last contact on 2 days ago

Contact's Health Score 68%

Mark as Lead

First Time Home Buyer

+1 260 555 5559

Lead Source

Account

NEIGHBORHOODS

Primary ☆

Add Neighborhood

Create Opportunity

Market Center*

Fort Wayne

Team

Select a team

Opportunity Type*

Listing

Owner*

Brian Sheikh

Client*

Test Three

Test Three

testthree@gmail.com • +12605555559

Search...

Opportunity Name*

Test Three - Listing

Custom tags

Select tags

Estimated Closed Date

Time Frame

Select...

Cancel

Create

Made with Tango.us

STEP 17

If there is a second seller click on Co-Seller and search for their name

Quick Tip: Each client will need to be a contact in Command for this feature to work

If you created a relationship in the contacts it will autosuggest that second person.

See steps 8 & 9 if you need to create a second contact

The screenshot displays a web application interface. At the top, a header bar contains the text "Test Three" and a close button. Below the header, the contact information "testthree@gmail.com • +12605555559" is visible. A sidebar on the left lists "Cass", "Brian", and "Owner". The main content area features a "Co-Seller" dropdown menu that is currently open. Inside the dropdown, there is a search input field with the placeholder text "Search..." and a "No options" message below it. Below the dropdown, there is a "Custom tags" section with a "Select tags" button. At the bottom, there are fields for "Estimated Closed Date" and "Time Frame", and a "Made with Tango.us" watermark.

STEP 18

Create your Opportunity Name

Quick Tip - a good practice is to have your clients name and their address in Opportunity Name to help differentiate Opportunities and prevent any confusion.

12 days ago

Health Score 68%

Lead

First Time Home Buyer

555 5559

Cancel

Create

Made with Tango.us

Listing

Client*

Test Three

testthree@gmail.com • +12605555559

Co-Seller

Search...

Opportunity Name*

Test Three - Address

Custom tags

Select tags

Estimated Closed Date

Time Frame

Select...

STEP 19

Select their timeframe to sell

kw command connect command

Create Opportunity

Client*

Test Three

testthree@gmail.com • +12605555559

Co-Seller

Search...

Opportunity Name*

Test Three - Address

Custom tags

Select tags

Estimated Closed Date

Time Frame

Select...

1 month

3 months

6 months

12 months

Estimated Listing Price

\$0.00

Opportunity Phase*

Cultivate

Cancel

Create

Made with Tango.us

Back to Contacts

Test Three

Last contact on 2 days ago

Contact's Health Score 68%

Mark as Lead

First Time Home Buyer

+1 260 555 5559

Lead Source

Account

NEIGHBORHOODS

Primary

Add Neighborhood

STEP 20

Input an estimated listing price

Quick tip - if you need help with comparables go to the KWRG app and under Recordings then Training Videos you will find a quick how to for comparables

Select tags

555 5559

Estimated Closed Date

Time Frame

3 months

Estimated Listing Price

\$250,000

Commission Rate*

Opportunity Phase*

Cultivate

Opportunity Stage*

Week 1

Cancel

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STEP 21

Insert YOUR commission rate

Estimated Closed Date

Time Frame

3 months

Estimated Listing Price

.00

Commission Rate*

3%

Opportunity Phase*

Opportunity Stage*

Week 1

Cancel

Create

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STEP 22

Select the correct Opportunity Phase & Stage

Quick Tip - have a system around this - use the same phases and stages for each client timeframe

If you need help understanding the different phases & stages just ask

The screenshot shows a CRM interface with a 'Create Opportunity' modal form. The form contains the following fields:

- Client***: Test Three (dropdown)
- Co-Seller**: Search... (dropdown)
- Opportunity Name***: Test Three - Address (text input)
- Custom tags**: Select tags (dropdown)
- Estimated Closed Date**: (calendar icon)
- Time Frame**: 3 months (dropdown)
- Estimated Listing Price**: \$250,000.00 (text input)
- Commission Rate***: 3 % (text input)
- Opportunity Phase***: Cultivate (dropdown, highlighted with a red box)
- Opportunity Stage***: Week 1 (dropdown, highlighted with a red box)

At the bottom of the form are 'Cancel' and 'Create' buttons. The background shows a contact profile for 'Test Three' with a health score of 68% and a 'First Time Home Buyer' tag.

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STEP 23

Click on Create

Listing Price

0.00

Commission Rate*

3%

Opportunity Phase*

Opportunity Stage*

Staging

Cancel

Create

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STEP 24

Open up the Opportunity by clicking on the title of the Opportunity

Test Three - Address

Stage: Negotiations, Phase: Active, B, \$

Test Three - Address

Stage: Staging, Phase: Active, C, 3

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STEP 25

Insert the Property information

To do this click on the Pencil icon

The screenshot shows the Kw Command Connect interface for a listing titled "Test Three - Address". The interface includes a sidebar with navigation icons, a top navigation bar with "command", "connect", and "command MC", and a main content area with tabs for "Details", "Seller Profile", "Marketing", "Documents", "Offers & Commissions", "Notes", and "Timeline". The "Details" tab is active, showing "Key Information" and "Property" sections. The "Property" section is highlighted with an orange box, indicating where to click the pencil icon to edit the information.

Key Information

Opportunity Type	Listing
Opportunity Name	Test Three - Address
Opportunity ID	01099-7605116
DA ID	--
Contact Name	Test Three
Co-Seller	--
Phase	Active
Stage	Staging
Custom Tags	--

Property

Country	--
Address Line 1	--
Address Line 2	--
City	--
State/Province	--
Zip/Postal Code	--

Seller Worksheet

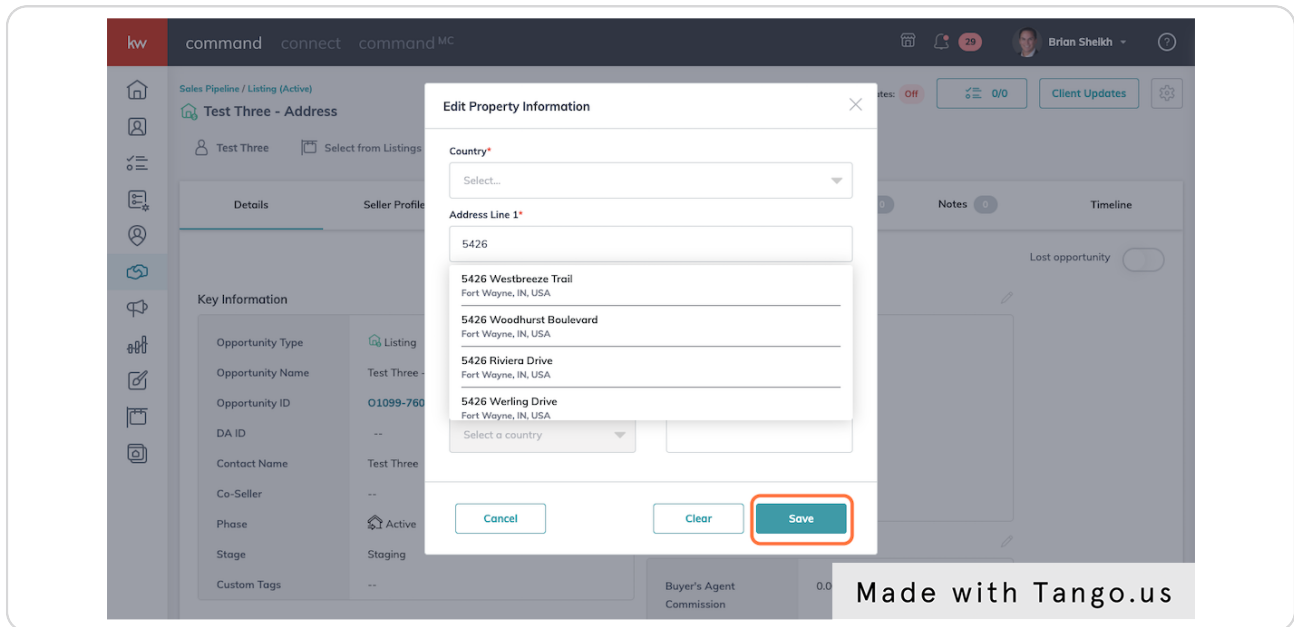
Buyer's Agent Commission	0.0
--------------------------	-----

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STEP 26

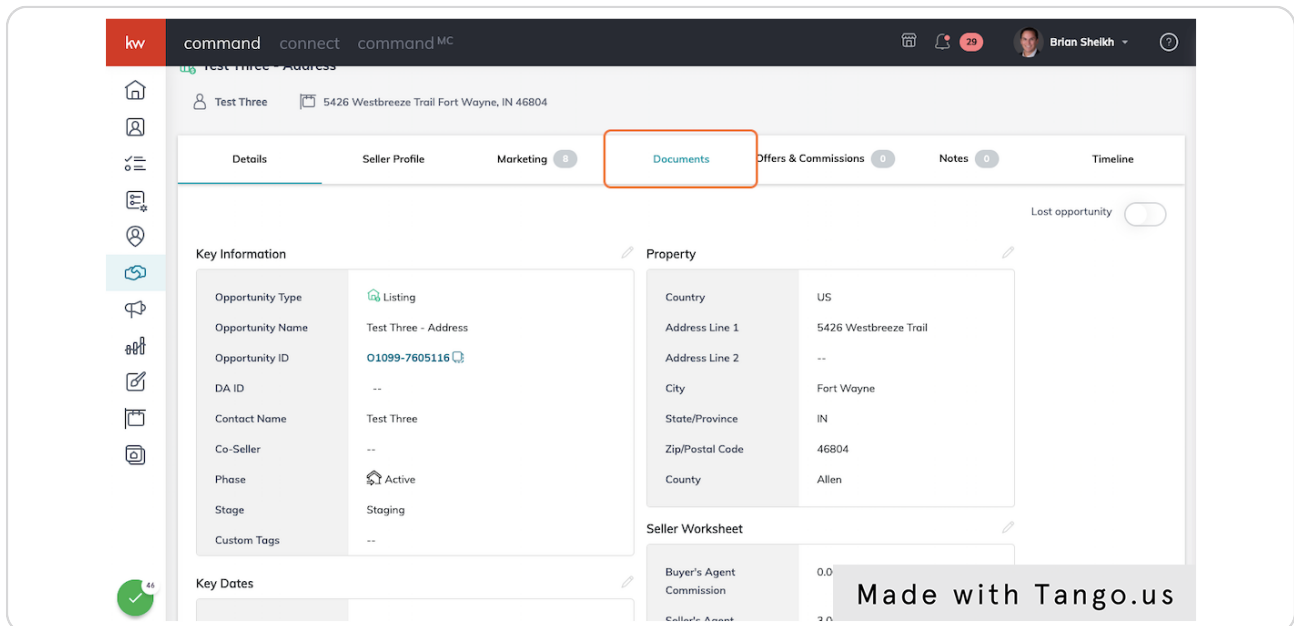
Type in the address and select it from the dropdown menu then hit Save

Quick Tip - if the address does not populate in the dropdown menu, verify it against the tax card



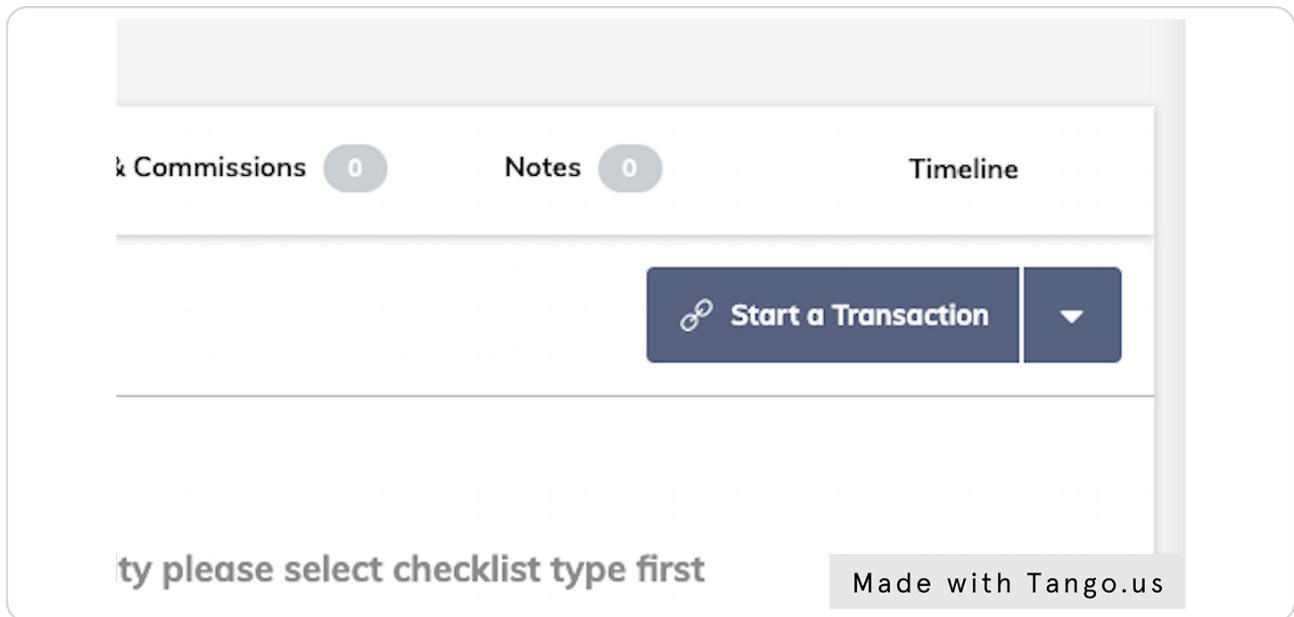
STEP 27

Click on Documents



STEP 28

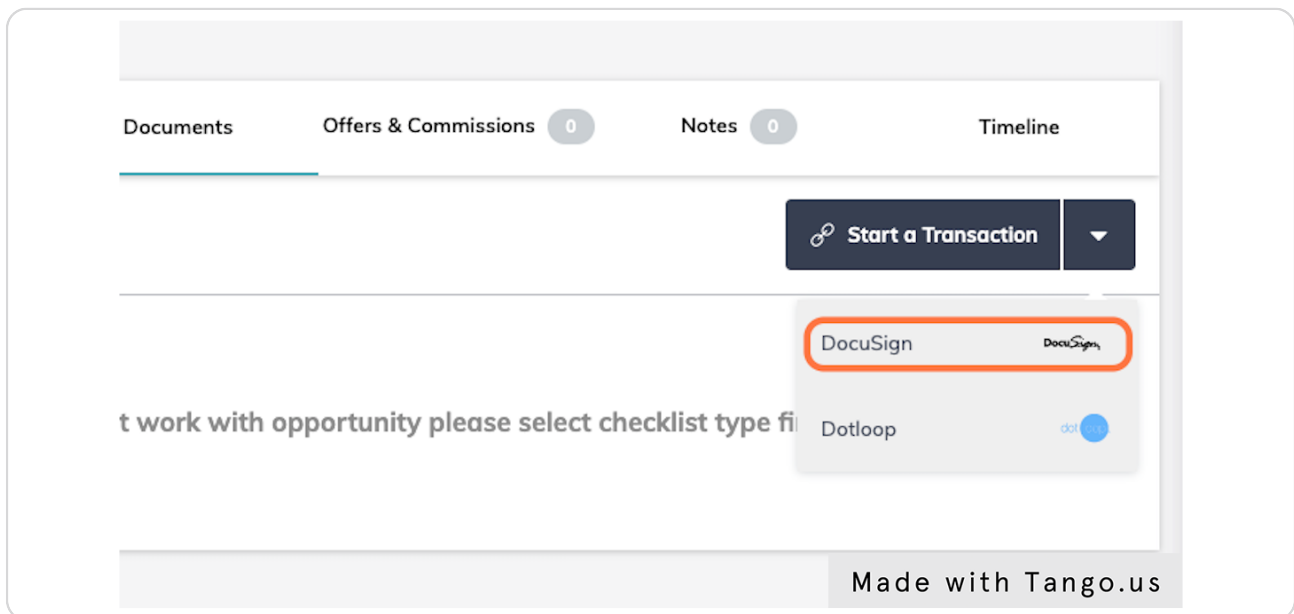
Click on Start a Transaction



STEP 29

Click on DocuSign

Quick Tip - You may not have two options here, you may only have DocuSign as an option. If you do have two options, make sure that select the right option as if you select the wrong option you will have to start a new Opportunity.



STEP 30

Now your room in DocuSign should open up

If it does not open up you may have a pop up blocker on! Each computer is different so you will need to find out how to bypass the pop up blocker unfortunately

STEP 31

Click on Details

DocuSign Rooms

DashboardRooms



Test Three - Address
5426 Westbreeze Trail, Fort Wayne, IN 46804
ID: #8149118 Created: 2/22/2023

DETAILS

DOCUMENTS

PEOPLE

ENVELOPES

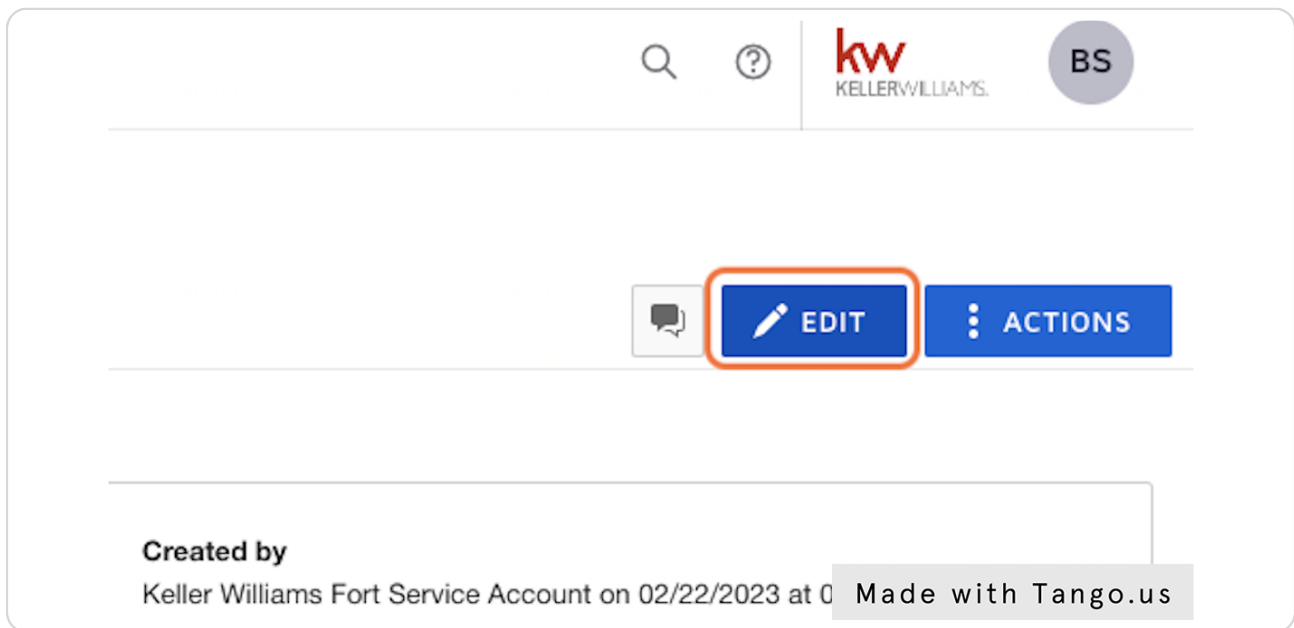
MESSAGES

▼  ROOM DOCS (0)

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STEP 32

Click on EDIT...

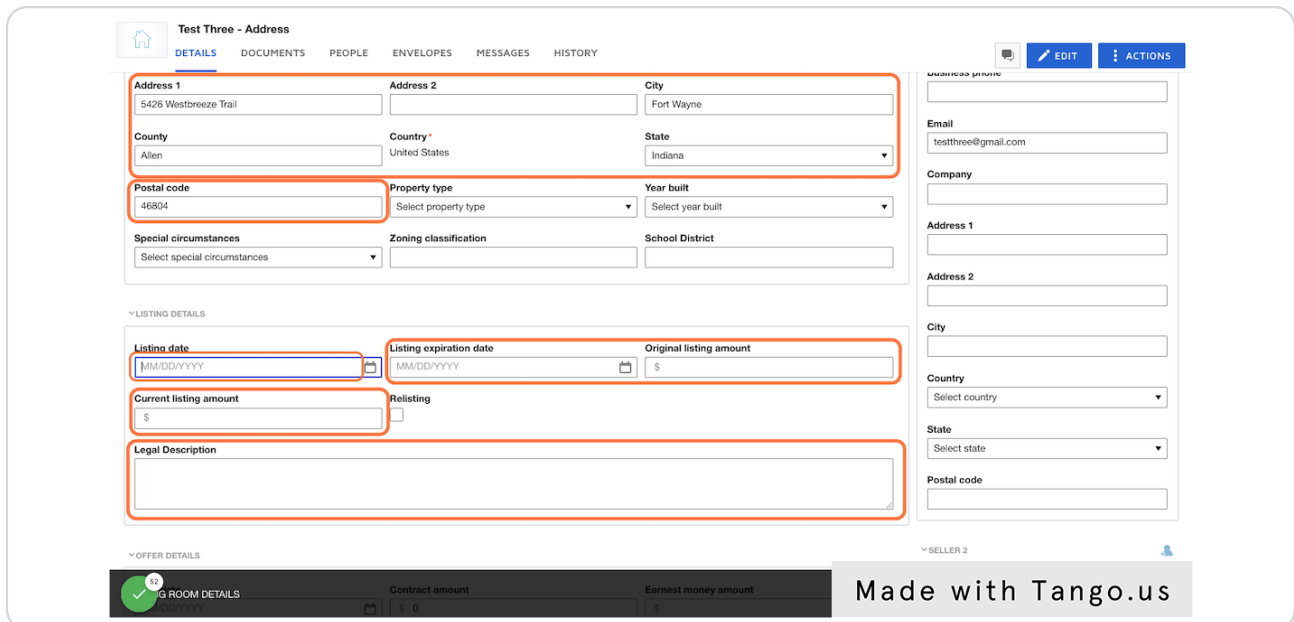


The screenshot shows the top navigation bar of the Keller Williams portal. It includes a search icon, a help icon, the 'kw KELLERWILLIAMS.' logo, and a user profile icon labeled 'BS'. Below the navigation bar, there is a row of three buttons: a chat icon, an 'EDIT' button with a pencil icon (highlighted with an orange box), and an 'ACTIONS' button with a vertical ellipsis icon. At the bottom of the screenshot, a text box reads 'Created by Keller Williams Fort Service Account on 02/22/2023 at 0' followed by a watermark 'Made with Tango.us'.

STEP 33

Fill in the address information, listing date, listing expiration date, Original Listing Amount & the Legal Description

Quick Tip - you will find the Legal Description on the tax card



The screenshot displays the 'Test Three - Address' form. The form is divided into several sections. The 'Address' section includes fields for Address 1 (5426 Westbreeze Trail), Address 2, City (Fort Wayne), County (Allen), Country (United States), State (Indiana), Postal code (46804), Property type (Select property type), Year built (Select year built), Special circumstances (Select special circumstances), Zoning classification, and School District. The 'LISTING DETAILS' section includes Listing date (MM/DD/YYYY), Listing expiration date (MM/DD/YYYY), Original listing amount (\$), Current listing amount (\$), and a Re-listing checkbox. The 'Legal Description' field is a large text area. The 'OFFER DETAILS' section at the bottom includes a 'G ROOM DETAILS' checkbox, Contract amount (\$ 0), and Earnest money amount (\$). The form also features a right-hand sidebar with fields for Email (testthree@gmail.com), Company, Address 1, Address 2, City, Country (Select country), State (Select state), and Postal code. The 'EDIT' button is highlighted with an orange box. A watermark 'Made with Tango.us' is visible at the bottom right.

STEP 34

Once we have the property details, etc done, on the right hand side we want to verify our sellers information.

Verify that their name(s) and email address(es) are correct as this is where the documents will be emailed to for signature(s).

The screenshot shows a web form titled "Test Three - Address". At the top, there are tabs: DETAILS (selected), DOCUMENTS, PEOPLE, ENVELOPES, MESSAGES, and HISTORY. On the right, there are buttons for EDIT and ACTIONS. The form is divided into several sections:

- ROOM INFORMATION 2:** Local currency, Under contract (No), MLS ID, Origin of lead, Company room status.
- LOCATION (Required to Close):** Address 1 (5426 Westbreeze Trail), Address 2, City (Fort Wayne), County (Allen), Country (United States), State (Indiana), Postal code (46804), Property type, Year built, Special circumstances, Zoning classification, School District.
- LISTING DETAILS:** Listing date (03/24/2023), Listing expiration date (03/24/2024), Original listing amount (\$250,000.00), Current listing amount, Relisting (No).
- SELLER 1:** Name (Test Three), Home phone, Cell phone (+12605555559), Business phone, Email (testthree@gmail.com), Company, Address 1, Address 2, City, Country.

A watermark "Made with Tango.us" is visible in the bottom right corner of the form area.

STEP 35

Click on **SAVE**

This screenshot shows a portion of the form, focusing on the "SELLER 2" section. It includes fields for Name, Home phone, and a "Postal code" field. At the bottom, there are two buttons: "CANCEL" and "SAVE". The "SAVE" button is highlighted with an orange border, indicating it is the target for the next action. A watermark "Made with Tango.us" is visible in the bottom right corner.

STEP 36

Click on Documents



Test Three - Address

DETAILS

DOCUMENTS

PEOPLE

ENVELOPES

MESSAGES

HISTORY

County

Allen

Country*

United States

Postal code

46804

Property type

Y

Special circumstances

Zoning classification

S

✓ The room has been updated

▼ LISTING DETAILS

Listing date

03/24/2023

Listing expiration date

03/24/2024

Made with Tango.us

STEP 37

Click on ADD...

DocuSign Rooms

DashboardRoomsInboxMy Docs

kw

BS

Test Three - Address

5426 Westbreeze Trail, Fort Wayne, IN 46804

ID: #8149118 Created: 2/22/2023

DETAILS

DOCUMENTS

PEOPLE

ENVELOPES

MESSAGES

HISTORY

+ ADD

ACTIONS

Document Finder

Name (A-Z)

Active Documents

ROOM DOCS (0)

There are no documents here.

Add Documents to Your Room

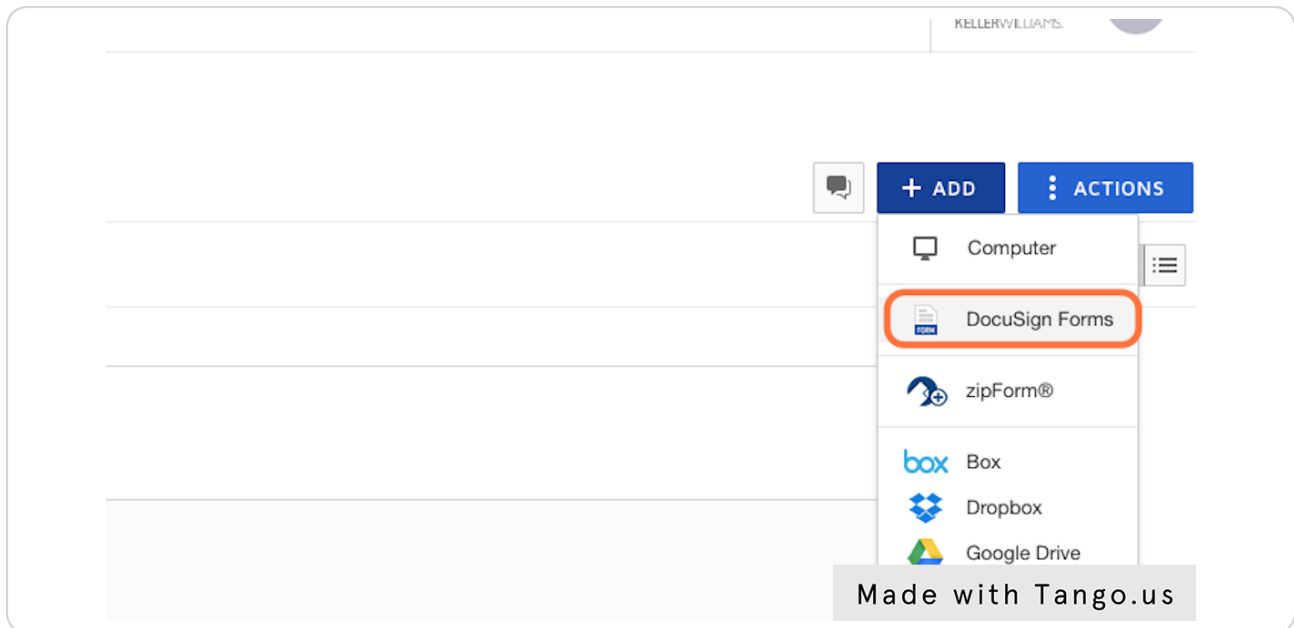
Add your documents to store and manage them in this room. You can then instantly share them with other members within this room or email them to individuals who do not yet have an account.

UPLOAD DOCUMENTS

Made with Tango.us

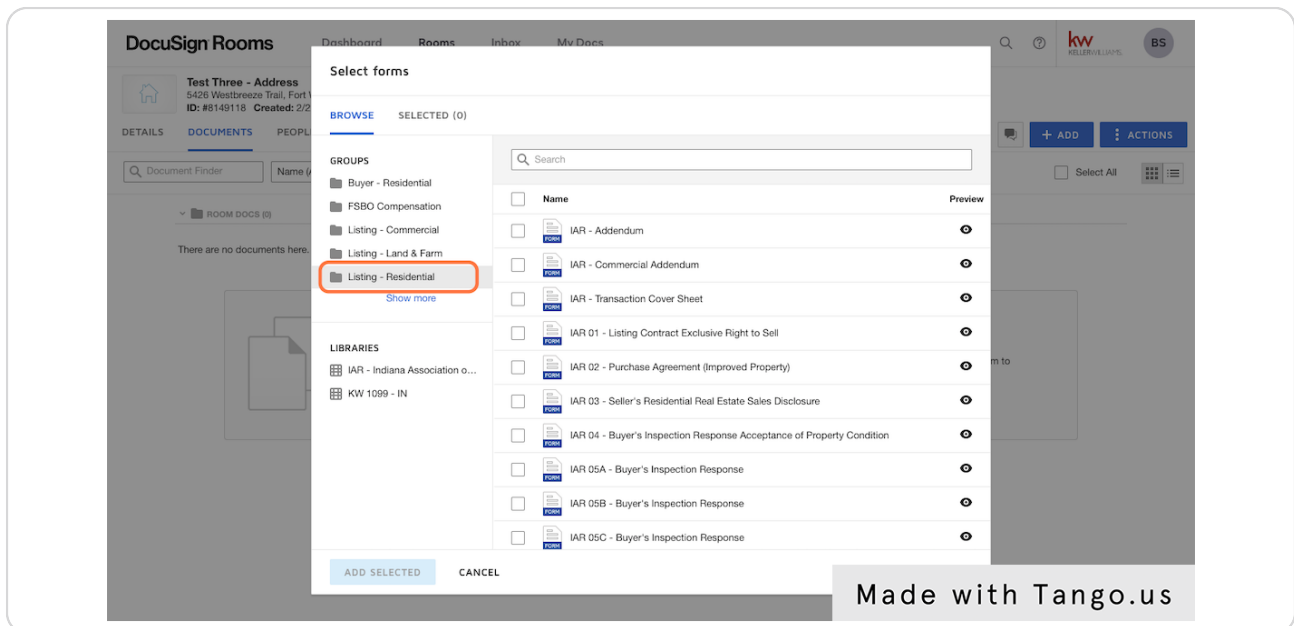
STEP 38

Click on DocuSign Forms



STEP 39

Click on Listing - Residential

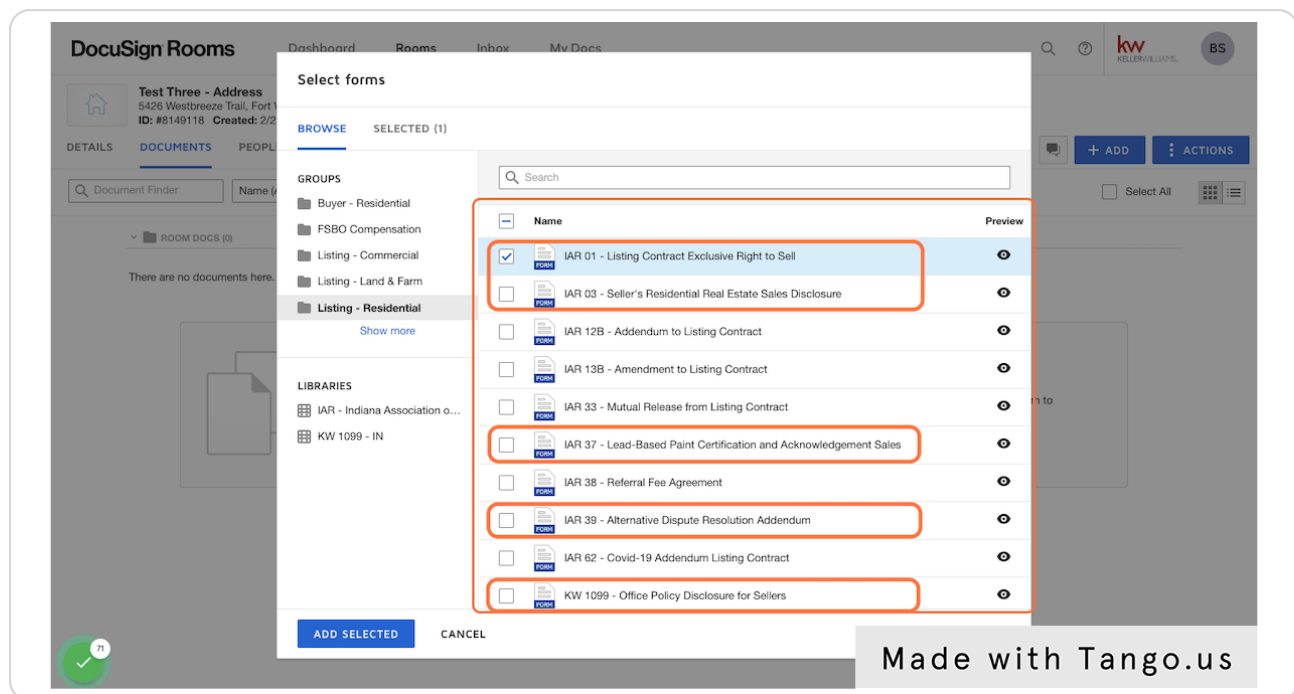


This will bring up many of the forms we will need.

Quick Tip - ANYTHING that we send to our clients to sign we should understand what they say - so make sure you read the contracts, attend our contracts classes (see the KWRG app) and understand each contract in depth. This allows us to serve our clients as best as possible.

From here select the following:

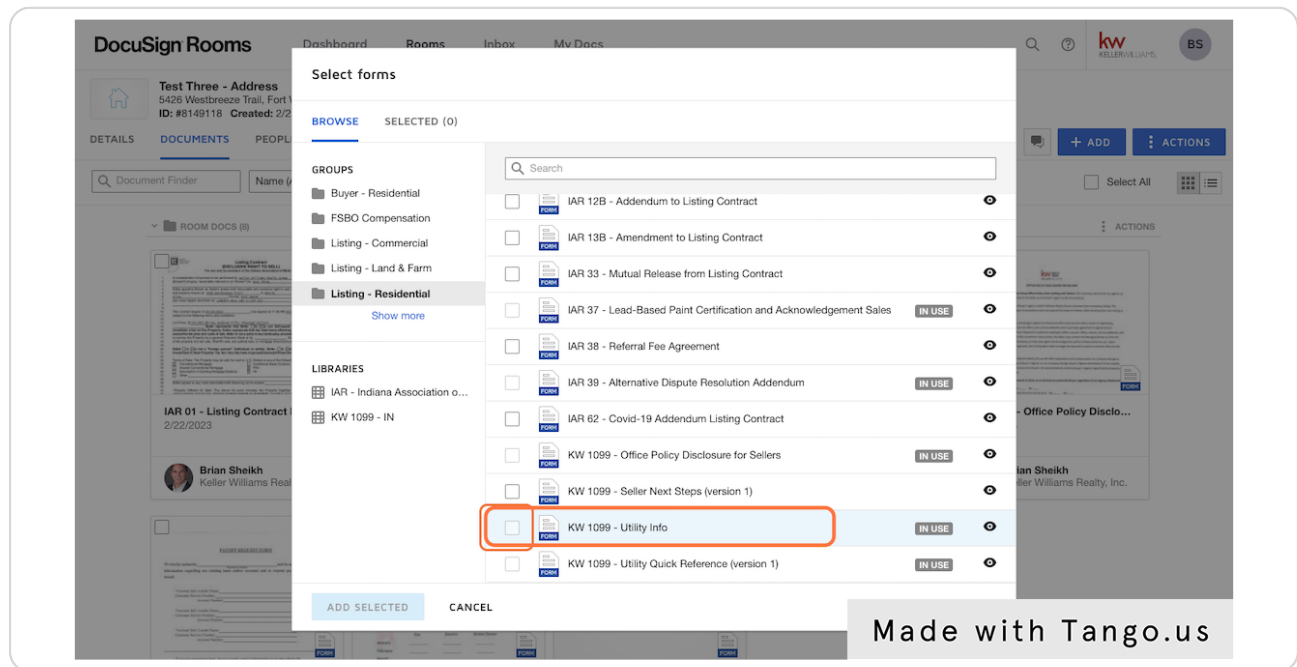
- Listing Contract Exclusive Right To Sell
- Sellers Residential Sales Disclosure
- Lead Based Paint Disclosure (if built before 1978)
- Alternative Dispute Resolution
- Office Policy Disclosure for Sellers
- Utility Info
- Payoff Request Form



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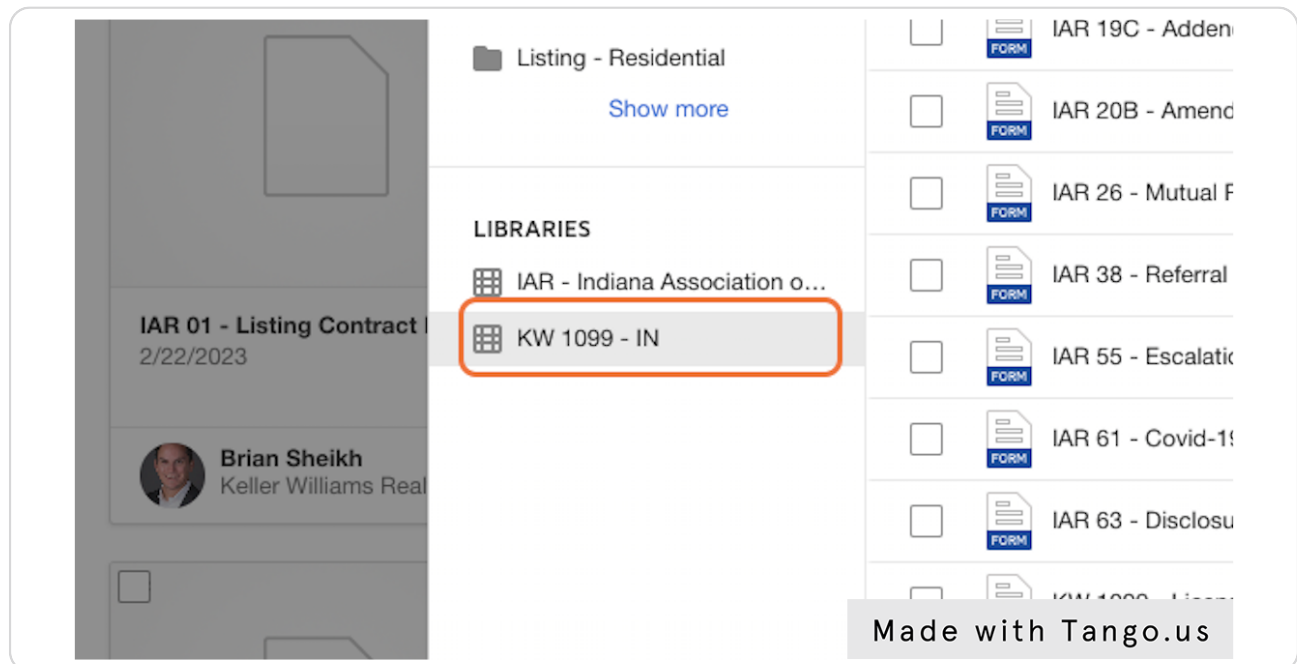
STEP 41

Scroll down a bit further in the list and then select Utility Info



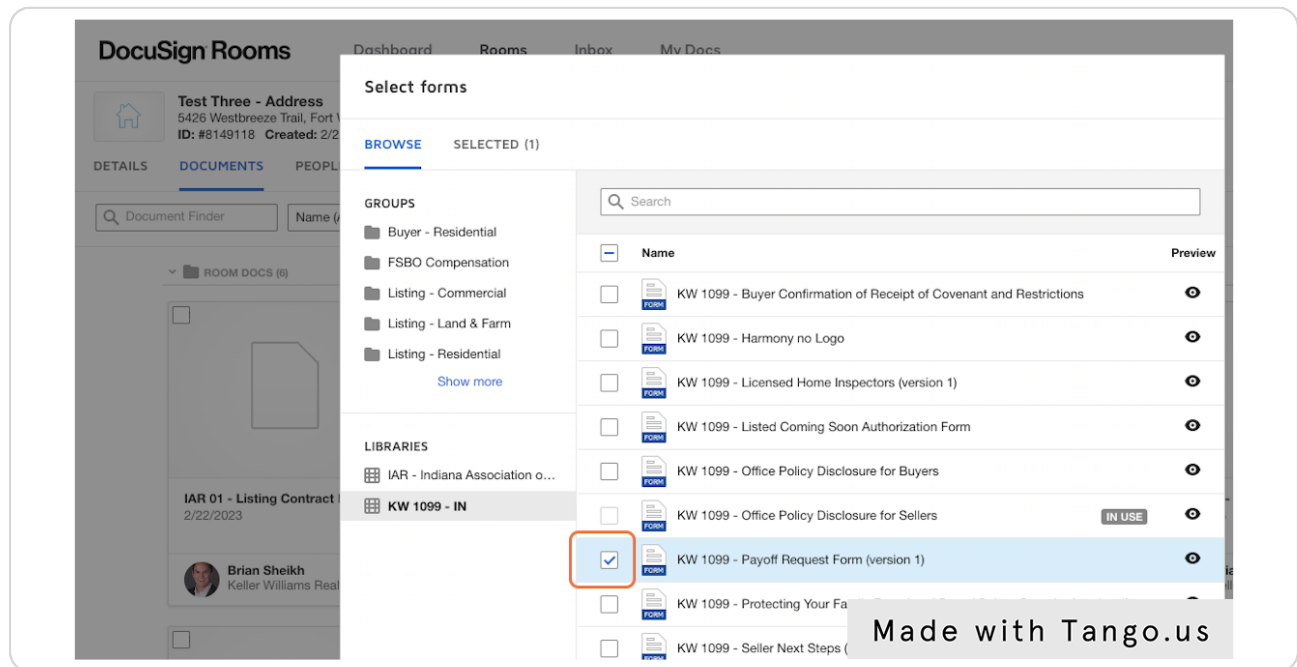
STEP 42

Now we need to add our last form. Click on KW 1099 - IN



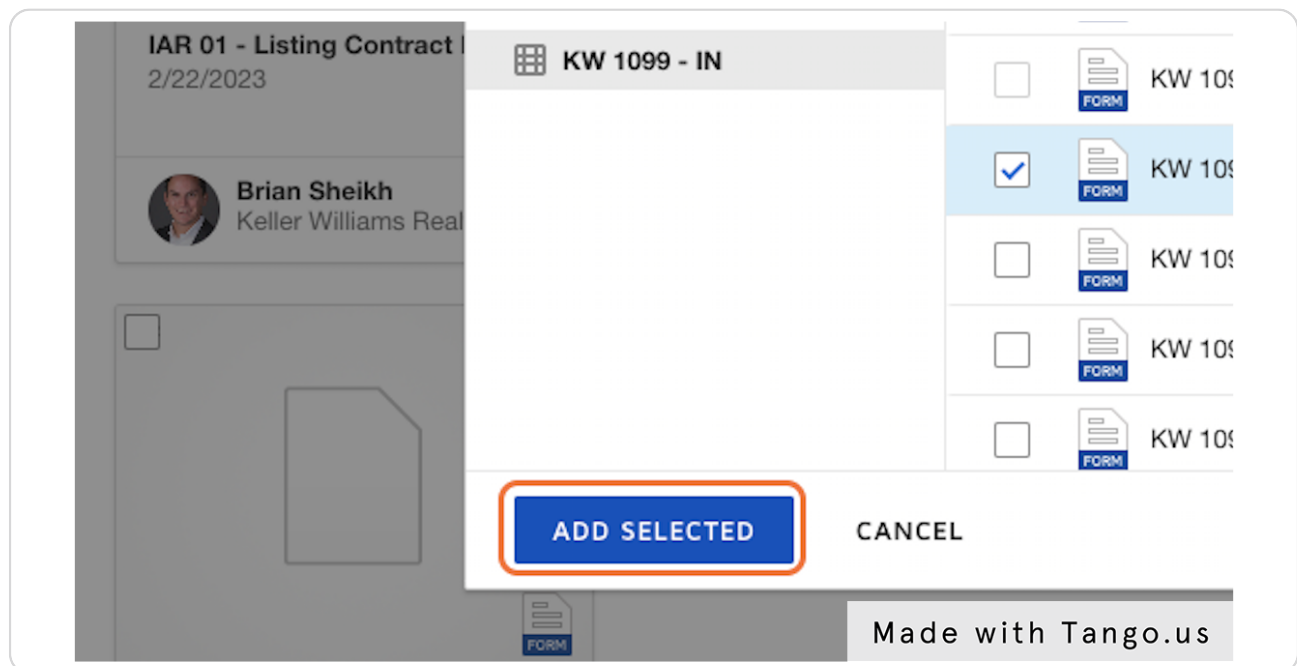
STEP 43

Check KW 1099 – Payoff Request Form (version 1)



STEP 44

Click on ADD SELECTED



Click on IAR 01 - Listing Contract Exclusive Right to Sell

Page 1: You will see lots of the areas are prefilled from adding the details in the steps above. Make sure you verify the information in each box but you will need to add

Line 6: Township

Line 10: Dates. The contract begins date is the date your listing will go LIVE in the MLS

Line 13: Type out price in words

Lines 14-21: Fill out check boxes with correct options for your clients (the blue dots that you see are the typical options but could vary for each client)

Lines 23-27: Select the proper financing types (if you have questions on this section let us know) – Again, these are the typical options but could vary per listing based on condition, etc. This is a topic that is covered in the monthly Mortgage Masterclass. Also, this is a great conversation with your lender partners to learn the best financing types based on condition.

Listing Contract (EXCLUSIVE RIGHT TO SELL) For use only by members of the Indiana Association of REALTORS®	
1	In consideration of services to be performed by <u>Keller Williams Realty Group</u>
2	(Broker/Company, hereinafter referred to as "Broker") for <u>Test Three</u>
3	(("Seller")
4	Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option or lease the
5	real property known as <u>5426 Westbreeze Trail</u> in <u>Aboite</u> Township,
6	<u>Allen</u> County, <u>Fort Wayne</u> Indiana <u>46804</u>
7	(zip code) legally described as: <u>Legal Description from Tax Card</u>
8	(the "Property")
9	
10	This contract begins on <u>03/24/2023</u> and expires at 11:59 PM <u>03/29/2024</u>
11	subject to the following terms and conditions:
12	
13	List Price: <u>\$250,000.00</u> Two Hundred & Fifty Thousand Dollars <u>←</u> U.S. Dollars. Possession:
14	<u> </u> Seller represents that Seller ☐ is ☒ is not delinquent on any loans which could
15	constitute a lien on the Property; Seller represents that the total loans affecting the Property ☐ do ☒ do not
16	exceed the list price and costs of sale. Seller is not a party to any bankruptcy proceeding. Also, Seller has the capacity
17	to convey the Property by a general Warranty Deed or by <u> </u> . Did the Seller acquire ownership
18	of the property at a tax sale, Sheriff's sale, any judicial sale, or mortgage foreclosure proceeding? ☐ Yes ☒ No.
19	
20	Seller ☐ is ☒ is not a "foreign person" (individual or entity). Seller ☐ is ☒ is not subject to the Foreign
21	Investment in Real Property Tax Act. See http://www.irs.gov/publications/p515/index.html .
22	
23	Terms of Sale: The Property may be sold for cash in U.S. Dollars or any of the following methods indicated below:
24	☒ Conventional Mortgage ☐ Conditional Sales Contract
25	☐ Insured Conventional Mortgage ☒ FHA
26	☐ Assumption of Existing Mortgage Balance ☒ VA
27	☐ Other <u> </u>
28	
29	Seller agrees to pay costs associated with financing not to exceed <u> </u> U.S. Dollars
30	
31	Property Offered for Sale: The above list price includes the Property

STEP 47

List the appliances here that stay with the home AND any appliances, etc that will NOT stay with the home

30
31 Property Offered for Sale: The above list price includes the Property together with any existing permanent
32 improvements and fixtures attached (**unless leased or excluded**), including, but not limited to, electrical and/or
33 gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment,
34 sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central vacuum equipment,
35 window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars,
36 storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping,
37 ~~mailbox, garage door opener(s) with controls(s) AND THE FOLLOWING: (If applicable, any smart home devices~~
38 **should be addressed in this paragraph.)** List appliances here that stay with the home
39
40
41 **EXCLUDES THE FOLLOWING (include leased items):** List anything here that does not stay with the
42
43 home
44 ~~Seller shall remove all debris and personal property not included in the sale. Any existing improvements~~
45 ~~and fixtures permanently installed and affixed which Seller does not want included in the sale shall be~~
46 ~~removed by Seller prior to the effective date of this listing and replaced with an appropriate substitute, if~~
47 ~~applicable.~~
48
49 **A. EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell, option, exchange or
50 lease listing, and Broker shall be entitled to the commission hereinafter established which shall be payable in U.S.
51 Dollars upon the occurrence of any of the following events:

5426 Westbreeze Trail Fort Wayne IN 46804

(Property Address)
Page 1 of 6 (Listing Contract)
Copyright IAR 2023

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STEP 48

Typical for these two boxes are 30 days & 5%

But feel free to select what you wish to use.

- 52
53
54
55
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57
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59
60
61
62
63
64
65
66
1. at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person during the term of this contract or any renewal or extension thereof,
 2. at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to purchase, option, exchange or lease the Property for such price and terms as specified, or such other price or terms as Seller may accept,
 3. at the time an agreement is entered into sell, exchange, option or lease during the term of this contract or any renewal or extension thereof, and ultimately completed after the termination of this contract
 4. the Property is sold, optioned, leased, or exchanged by Seller or any person within 30 days after termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any cooperating broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing Contract terminates and the Property is listed exclusively with another licensed broker, or
 5. at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the Property.

67 Any commission required to be paid under items 1, 3, and 4. above shall be due and payable at the closing of the
68 transaction when title to or any interest in the Property is transferred to a buyer or lessee. Any commission required to
69 be paid under items 2. and 5. above shall be due and payable upon demand by Broker. In the event that commission is
70 not paid when due, then Broker shall be entitled to interest rate of 5 % per annum until
71 commission is paid.

72
73 If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of
74 the Property will not take place until after the term of this contract, then this contract shall automatically be extended to
75 coincide with the closing date or term of the lease.

76
77 **B. BROKER'S COMMISSION.** The broker's commission charged by the listing Broker for services rendered, with respect to
78 any listing is solely a matter of negotiation between Broker and Seller and is not fixed, controlled, suggested
79 recommended or maintained by the Indiana Association of REALTORS®
80 REALTORS®, the listing service (if applicable) or any person not a party to this contract.
81

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STEP 49

Insert the commission here

Lines 84, 86 & 88 – this is the TOTAL Commission

Line 94 – this is the Buyers Agent Commission which will come out of the total commission.

The boxes with the \$ signs will ONLY be used for the deals where you agreed upon a specific amount for commission as opposed to percentage based.

68 transaction when title to or any interest in the Property is transferred to a buyer or lessee. Any commission required to
69 be paid under items 2. and 5. above shall be due and payable upon demand by Broker. In the event that commission is
70 not paid when due, then Broker shall be entitled to interest rate of 5% per annum until
71 commission is paid.

72

73 If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of
74 the Property will not take place until after the term of this contract, then this contract shall automatically be extended to
75 coincide with the closing date or term of the lease.

76

77 **B. BROKER'S COMMISSION.** The broker's commission charged by the listing Broker for services rendered, with respect to
78 any listing is solely a matter of negotiation between Broker and Seller and is not fixed, controlled, suggested
79 recommended or maintained by the Indiana Association of REALTORS®, Inc., the local Board/Association of
80 REALTORS®, the listing service (if applicable) or any person not a party to the contract.

81

82 Seller shall pay in cash in U.S. Dollars to Broker for services a total commission as follows:

83

84 1. 7% of the selling/exchange price or option selling price, but not less than \$ _____

85

86 2. In the event of a purchase option, the Seller agrees to compensate Broker 7% of
87 the consideration paid for an Option to Purchase.

88 3. In the event of a lease, the Seller agrees to compensate Broker 7% of all
89 amounts to be paid by a lessee to Seller over the term of the lease.

90 4. Other: _____

91

92

93 **SELLER HAS BEEN ADVISED OF BROKER'S COOPERATIVE COMPENSATION POLICY, including the amount**
94 **of compensation that will be offered to cooperating brokers which is 3% of the selling price but not**
95 **less than \$ _____ US Dollars included in total commission listed above.**

96

97 **C. COMMISSION; ATTORNEY FEES.** For purposes of this contract, the parties understand and agree that Broker's
98 commission is deemed to be a share of the purchase money received by Seller. If any action is filed in relation to
99 this Listing Contract, the unsuccessful party shall pay to the successful party a reasonable sum for the successful
100 party's attorney's fees and court costs.

101

102 **D. EARNEST MONEY.** Broker is authorized to accept earnest money or any part of the purchase price and hold it in
103 an escrow/trust account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker
104 to keep any earnest money deposits up to the amount the commission would have been if the sale was completed in
105 payment for Broker's expenses, services and advertising.

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STEP 50

Fill these checkboxes out as needed – *the typical selections are selected in the image*****

216 mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to
 217 give this notice may result in a pre-payment penalty to be paid by Seller.
 218 10. Seller ☒ does ☐ does not authorize Broker to disclose the existence of written offers to Buyer. If Seller
 219 has authorized disclosure of the existence of offers on the Property, Broker shall also disclose, if asked,
 220 whether offers were obtained by the listing licensee, another licensee in the listing firm or by a cooperating
 221 broker. (NOTE: Disclosure of individual and company names is not necessary.)
 222 11. Seller ☐ is ☒ is not offering a limited home warranty.
 223
 224 J. LOCKBOX/KEY AUTHORIZATION/USE. To facilitate access to the Property, a lockbox installation ☒ is ☐ is not
 225 authorized, subject to the following acknowledgements/conditions:
 226
 227 1. Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the
 228 likelihood of injury, damage and/or loss of personal property. Firearms and pets to be secured.
 229 2. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives
 230 claims against Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to
 231 indemnify and hold harmless Broker and all authorized persons from claims by third parties from all loss and/or
 232 damage.
 233 3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be
 234 contacted to schedule a showing, Seller ☒ authorizes ☐ does not authorize Broker to access the Property,
 235 4. Where a tenant/lessee occupies the Property, it is Seller's sole responsibility to obtain tenant/lessee
 236 consent to allow the use of a lockbox/key and consent for Broker to access the property.
 237
 238 K. RECORDINGS AT THE PROPERTY. In the event Seller has a recording system at the Property which captures
 239 audio and/or video, Seller understands that recording and transmitting of audio and/or video may result in violation
 240 of state and/or federal laws. Seller acknowledges that prospective purchasers may photograph or video the interior
 241 of the Property. Seller should remove any items of a personal nature that Seller does not want photographed,
 242 recorded or transmitted, such as family photos, paperwork and other personally identifiable information. Seller
 243 hereby releases and indemnifies Broker Company and its agents from any liability which may result from any
 244 recording or transmitting at the Property.
 245
 246 L. FAIR HOUSING. The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of
 247 race, color, national origin, religion, sex, familial status, and disability. Due to Fair Housing risks, Broker will not
 248 prepare, review, or submit personal information letters, including photographs, from buyer to seller
 249
 250 The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the
 251 basis of sexual orientation or gender identity.
 252
 253 M. ADDITIONAL PROVISIONS.
 254
 255 1. Seller understands the terms of this Listing Contract and has received a copy

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STEP 51

If you are selling a home you have financial interest in – put in your license # here – this is the ONLY time you will use this.

273 7. Seller consents to receive communications from Broker via telephone, U.S. mail, email, text message and facsimile at
 274 the numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
 275 8. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.
 276 9. Seller discloses to Listing Broker that Seller is licensed and holds License #
 277
 278 N. WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide
 279 nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM
 280 BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication
 281 with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication.
 282 Such requests may be part of a scheme to steal funds or use your identity to commit a crime.
 283
 284 O. FURTHER CONDITIONS.
 285
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 291 Brian Sheikh IN LICENSE # SELLER'S SIGNATURE DATE
 292 AGENT
 293
 294 Keller Williams Realty Group Test Three
 295 BROKER OR COMPANY NAME IN LICENSE # PRINTED
 296
 297
 298
 299 ACCEPTED BY: MANAGING BROKER DATE SELLER'S SIGNATURE DATE
 300
 301
 302 PRINTED

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STEP 52

Further Conditions – you will use this for anything not addressed above.

Quick Tip – Remember, you cannot over communicate so be as clear as possible.

The screenshot shows a real estate contract form. A red rectangular box highlights the section titled "O. FURTHER CONDITIONS." which contains a text area with the placeholder "Insert anything here that does not get addressed above" and several empty lines for additional text. The form includes various fields for agent and broker information, signatures, and dates. A watermark "Made with Tango.us" is visible in the bottom right corner.

STEP 53

Click on SAVE & CLOSE

The screenshot shows a software interface with a blue header bar. A red rectangular box highlights a yellow button labeled "SAVE & CLOSE". To the right of this button is a dropdown menu labeled "OTHER ACTIONS". Below the header bar, there is a text area with placeholder text and a "CTIONS" button on the right. A watermark "Made with Tango.us" is visible in the bottom right corner.

STEP 54

Click on KW 1099 - Office Policy Disclosure for Sellers

☐ Select All

ACTIONS

Lead-Based Paint Cer... ian Sheikh Keller Williams Realty, Inc.	IAR 39 - Alternative Dispute Re... 2/23/2023 Brian Sheikh Keller Williams Realty, Inc.	KW 1099 - Office Policy Disclo... 2/23/2023 Brian Sheikh
--	--	--

STEP 55

Enter the transaction fee amount. A good amount for the Transaction Fee on this document is \$500. This will help cover many of your expenses on your listing.

OTHER ACTIONS

KW 1099 - Office Policy Disclosure for Sellers .pdf
Added on 2/23/2023

Attention! Click the SAVE & CLOSE button to save your changes

SAVE & CLOSE

that of the Managing Broker.

Required Duties Disclosure: The Listing Agent agrees to: Present all offers and counter offers. Assist in negotiating, completing forms for offers and counter offers, and various addenda until a purchase agreement is signed and all contingencies are satisfied or waived. Respond to questions relating to offers, counter offers, notices, various addenda, and contingencies. If the Listing Agent fails to perform these duties, the Seller may contact the Managing Broker so that the situation can be remedied or if necessary, an alternate agent can be assigned to perform these duties for you. Upon satisfaction or waiver or all contingencies, the Listing Agent shall no longer be required to solicit or present offers to the Seller.

Regarding Compensation: Keller Williams Realty Group will offer cooperation and compensation on company listings to other members of the MLS acting as Buyer's Agents on our company listings. Buyer's Agents owe duties of trust, loyalty, confidentiality, accounting, and disclosure to Buyers. All representations made by Buyer's Agents regarding the property are not made as an Agent of the Seller.

Initial the lines below that you consent to allow us to disclose to a potential Buyer, regardless of our Agency Relationship.

1. Your reason for selling. Yes ☐ No ☐

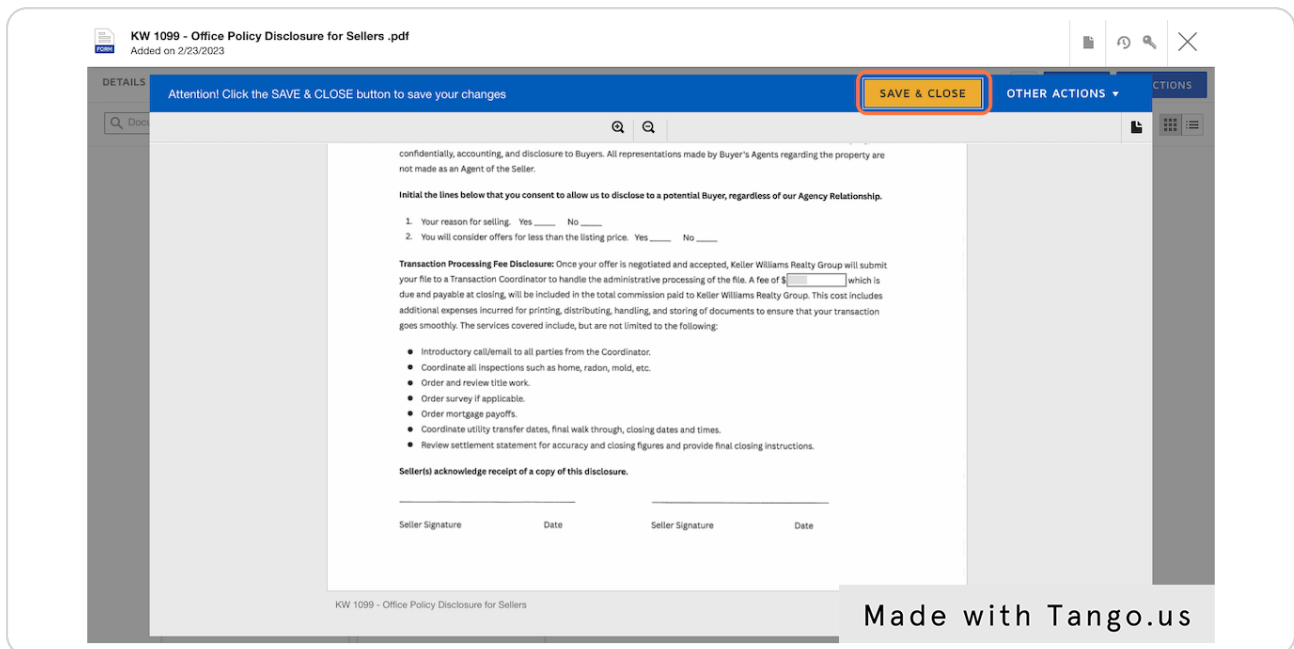
2. You will consider offers for less than the listing price. Yes ☐ No ☐

Transaction Processing Fee Disclosure: Once your offer is negotiated and accepted, Keller Williams Realty Group will submit your file to a Transaction Coordinator to handle the administrative processing of the file. A fee of \$500.00 which is due and payable at closing, will be included in the total commission paid to Keller Williams Realty Group. This fee includes additional expenses incurred for printing, distributing, handling, and storing of documents to ensure that your transaction goes smoothly. The services covered include, but are not limited to the following:

- Introductory call/email to all parties from the Coordinator.
- Coordinate all inspections such as home, radon, mold, etc.
- Order and review title work.
- Order survey if applicable.
- Order mortgage payoffs.
- Coordinate utility transfer dates, final walk through, closing dates and times.
- Review settlement statement for accuracy and closing figures and provide final closing instructions.

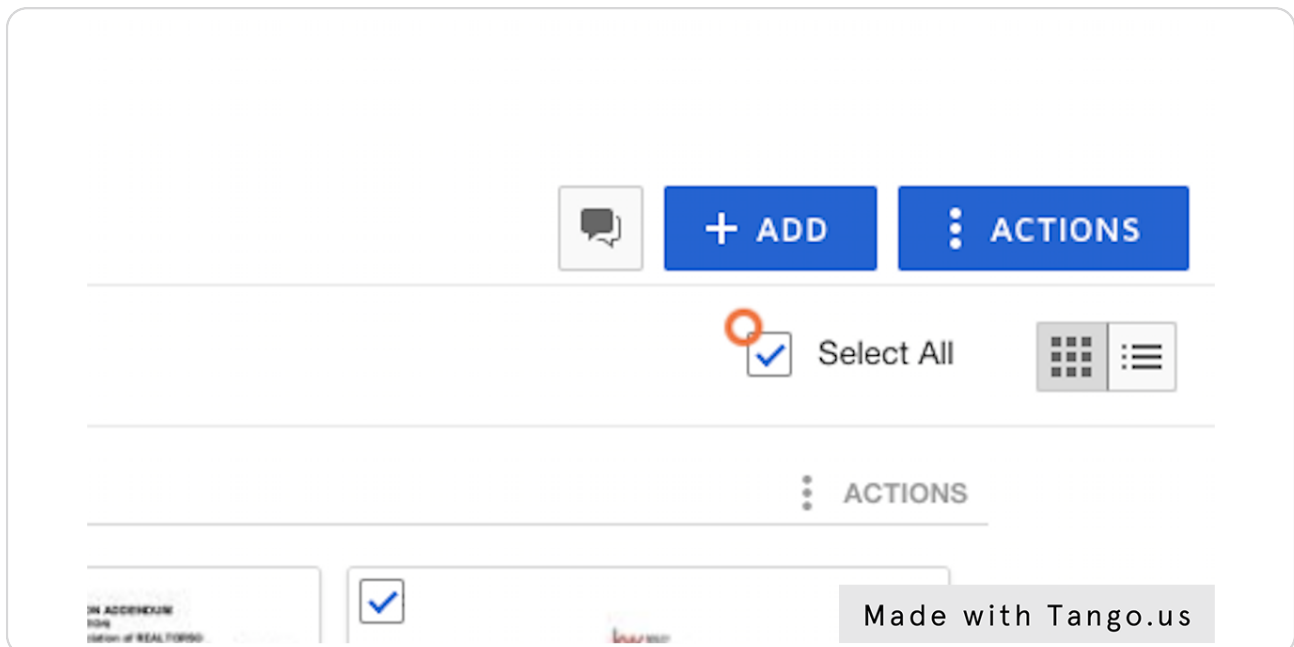
STEP 56

Click on SAVE & CLOSE



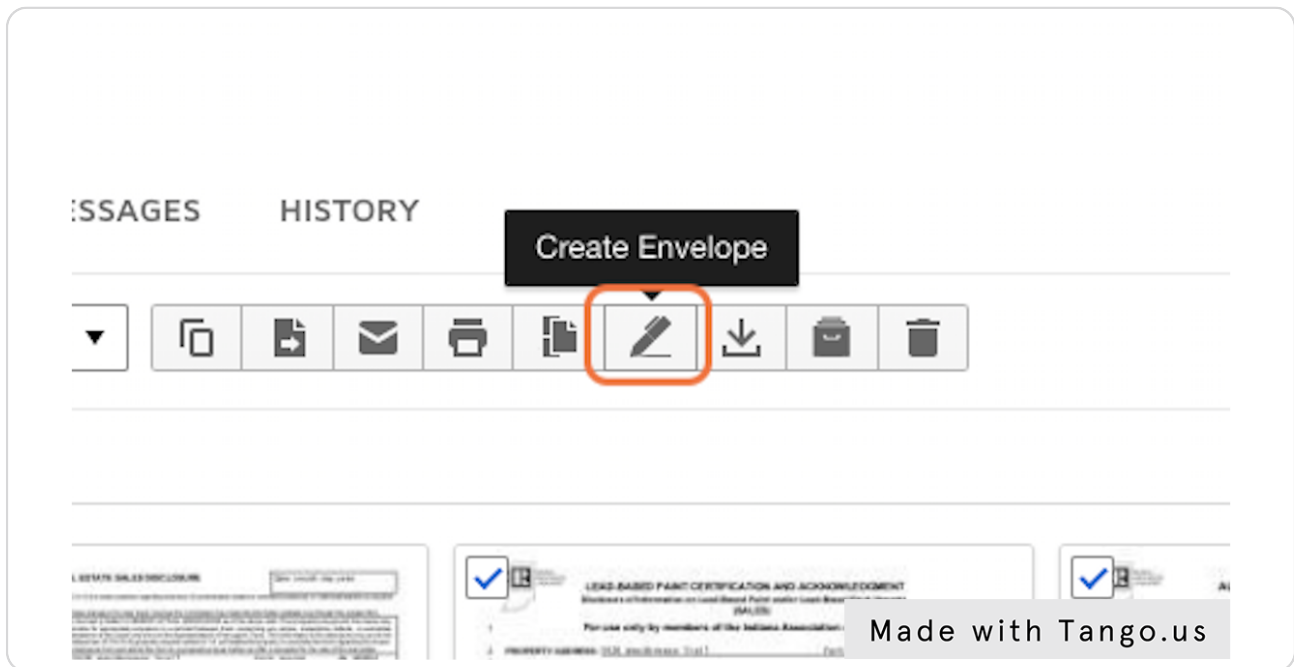
STEP 57

Now it is time to send the documents for signature! To start check Select All



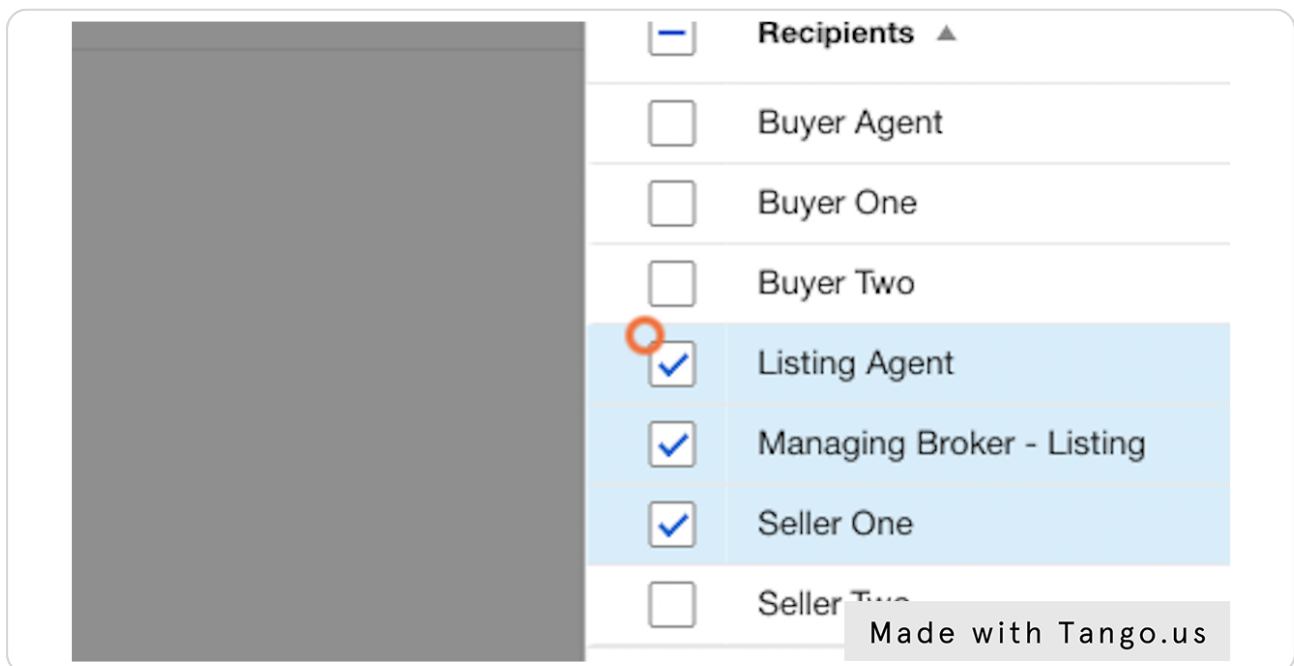
STEP 58

Click on Create Envelope



STEP 59

Check Listing Agent, Managing Broker & Seller One



STEP 60

Click on CONTINUE

☒	Listing Agent
☒	Managing Broker - Listing
☒	Seller One
☐	Seller Two

CONTINUE

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STEP 61

You will need to enter the Managing Broker's Information

Currently:

Lee M. Prescott

Lee.Prescott@kw.com

Managing Broker - Listing

NEEDS TO SIGN CUSTOMIZE

Name *

Lee M. Prescott

Email *

lee.prescott@kw.com

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STEP 62

If you would like to set a specific signing order, where the documents will be sent to people in a set order, you can click here.

This is NOT typical but know that it is here if you would need.

Please DocuSign: IAR 01 - Listing Contract Exclusive Right to Sell

ACTIONS ADVANCED OPTIONS

Add recipients

☒ Set signing order [View](#) [Import Bulk List](#)

1

Listing Agent

NEEDS TO SIGN CUSTOMIZE

Name *
Brian Sheikh

Email *
brian@briansheikh.com

2

Managing Broker - Listing

NEEDS TO SIGN CUSTOMIZE

Name *
Lee M. Prescott

Email *
lee.prescott@kw.com

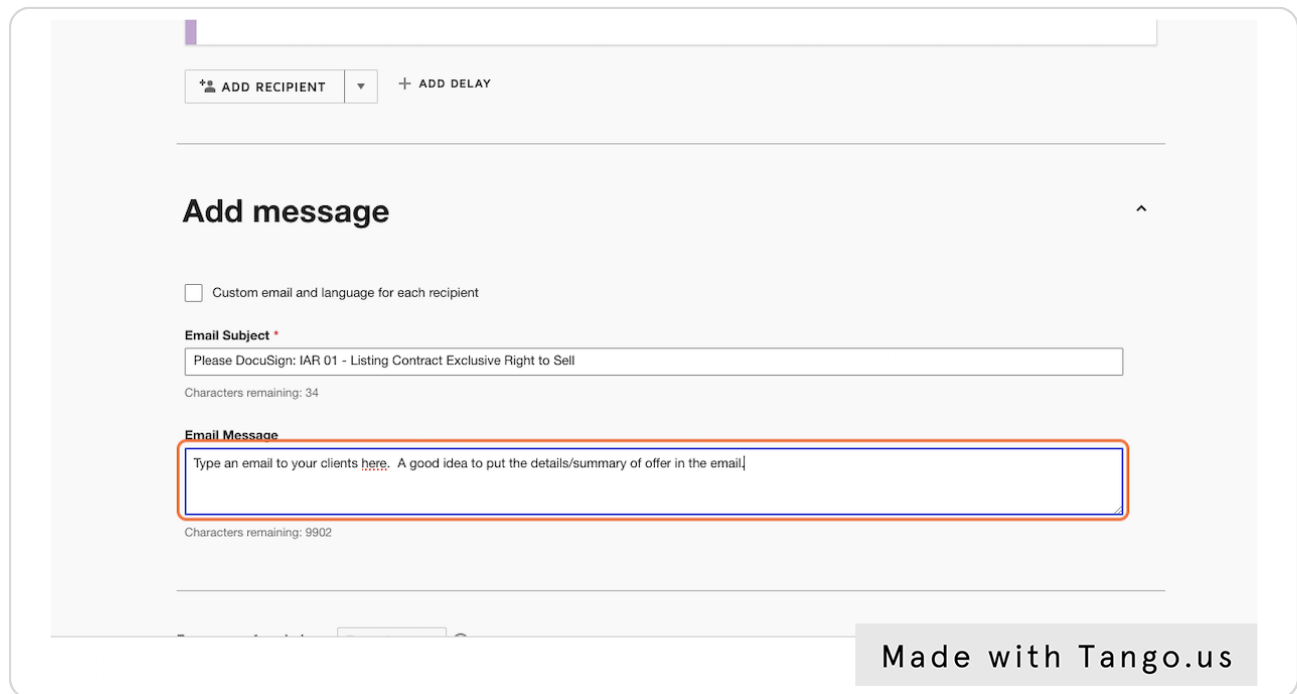
Made with Tango.us

STEP 63

Now you have an option to include an email to your clients along with the documents.

It is a good idea customize the Subject Line (i.e. {Address} Offer Documents).

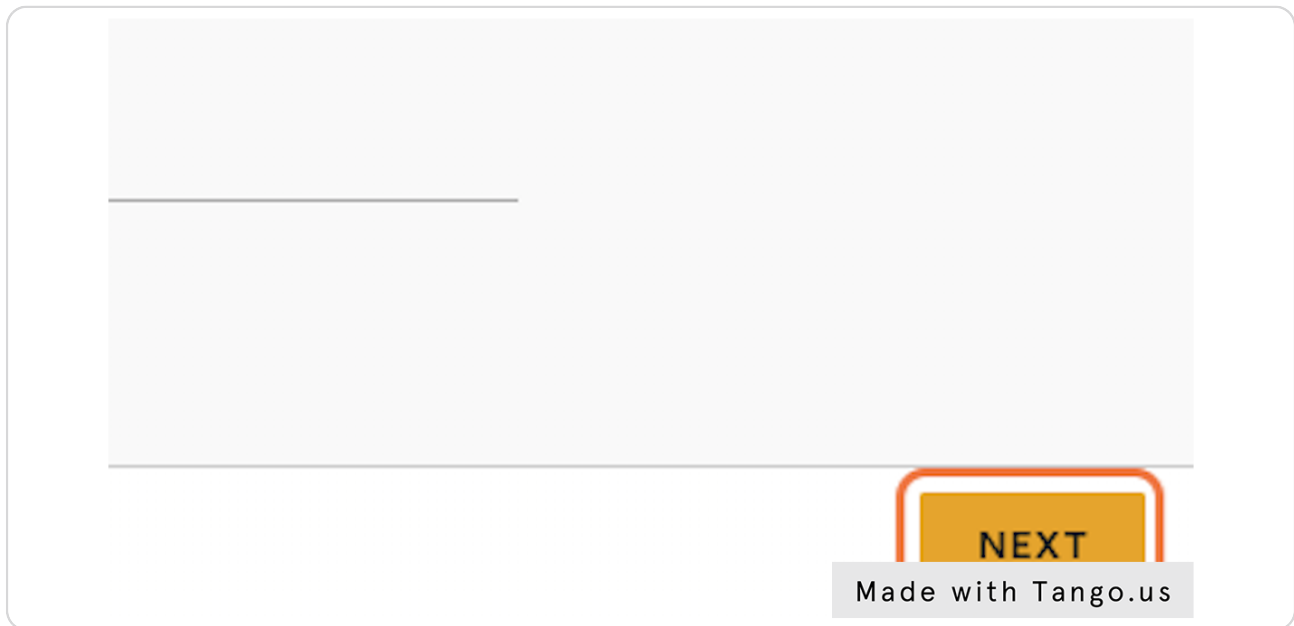
And then a custom message. A good idea would be a summary of the listing details, dates, price, timeline, etc.



The screenshot shows a web interface for adding a message to a document. At the top, there are two buttons: 'ADD RECIPIENT' with a plus icon and a dropdown arrow, and 'ADD DELAY' with a plus icon. Below these is a section titled 'Add message' with an upward arrow icon. Under the title, there is a checkbox labeled 'Custom email and language for each recipient'. Below the checkbox is the 'Email Subject' field, which contains the text 'Please DocuSign: IAR 01 - Listing Contract Exclusive Right to Sell'. Below the subject field, it says 'Characters remaining: 34'. The 'Email Message' field is a large text area with a blue border and a red outline, containing the text 'Type an email to your clients [here](#). A good idea to put the details/summary of offer in the email'. Below the message field, it says 'Characters remaining: 9902'. At the bottom right of the form, there is a grey button that says 'Made with Tango.us'.

STEP 64

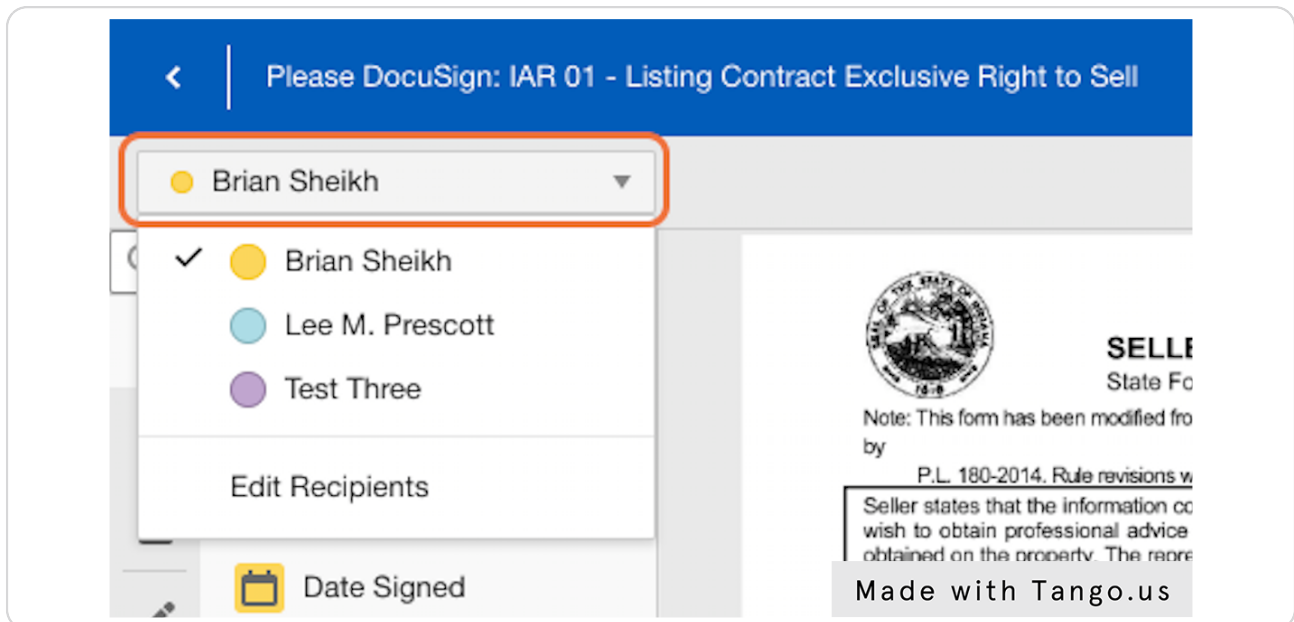
Click on **NEXT**



STEP 65

In the top left you will see the drop down menu of all the participants in the room. This allows you to change from one person to the next.

You'll notice each person has their own color code.



On the left hand side you will see all the options for this page. Most signature, date, etc boxes are already in the proper place but if you need to utilize any of them do the following:

- Please DocuSign: IAR 01 - Listing Contract Exclusive Right to Sell

Brian Sheikh

Search Fields

Standard Fields

Signature

Initial

Date Signed

Name

Email

Company

Title

Text

Checkbox

Dropdown

Radio

Payment Item

Drawing

Formula

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DO NOT RELY ON THESE FORMS, OR THE INFORMATION ON THIS FORM, FOR ANY COMMUNICATIONS WITH BROKER OR TITLE COMPANY. DO NOT RELY ON TELEPHONE NUMBERS PROVIDED IN THE ELECTRONIC COMMUNICATION. SUCH REQUESTS MAY BE PART OF A SCHEME TO STEAL FUNDS OR USE YOUR IDENTITY TO COMMIT A CRIME.

O. FURTHER CONDITIONS.

Text

Insert anything here that does not get addressed above

Text

Text

Text

Text

Brian Sheikh

Text

AGENT

IN LICENSE #

Sign

SELLER'S SIGNATURE

Date Signed

DATE

Keller Williams Realty Group

Text

BROKER OR COMPANY NAME

IN LICENSE #

Text Three

PRINTED

Sign

ACCEPTED BY: MANAGING BROKER

Date Signed

DATE

SELLER'S SIGNATURE

DATE

Text

PRINTED

Documents

IAR 01 - Listing Contra...

Pages: 6

1

2

7

Contract Us

Terms of Use

Privacy

Intellectual Property

Trust

Feedback

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STEP 67

As you scroll through the documents this is the perfect opportunity for us to review the details of each page. You can edit documents here if needed.

As you get to the bottom of each page make sure the right signature boxes are in each place. (Reminder, each persons signature box is color coded.

Please DocuSign: IAR 01 - Listing Contract Exclusive Right to Sell

Standard Fields

- Signature
- Initial
- Date Signed
- Name
- Email
- Company
- Title
- Text
- Checkbox
- Dropdown
- Radio
- Payment Item
- Drawing
- Formula

Documents

IAR 01 - Listing Contra...
Pages: 6

1

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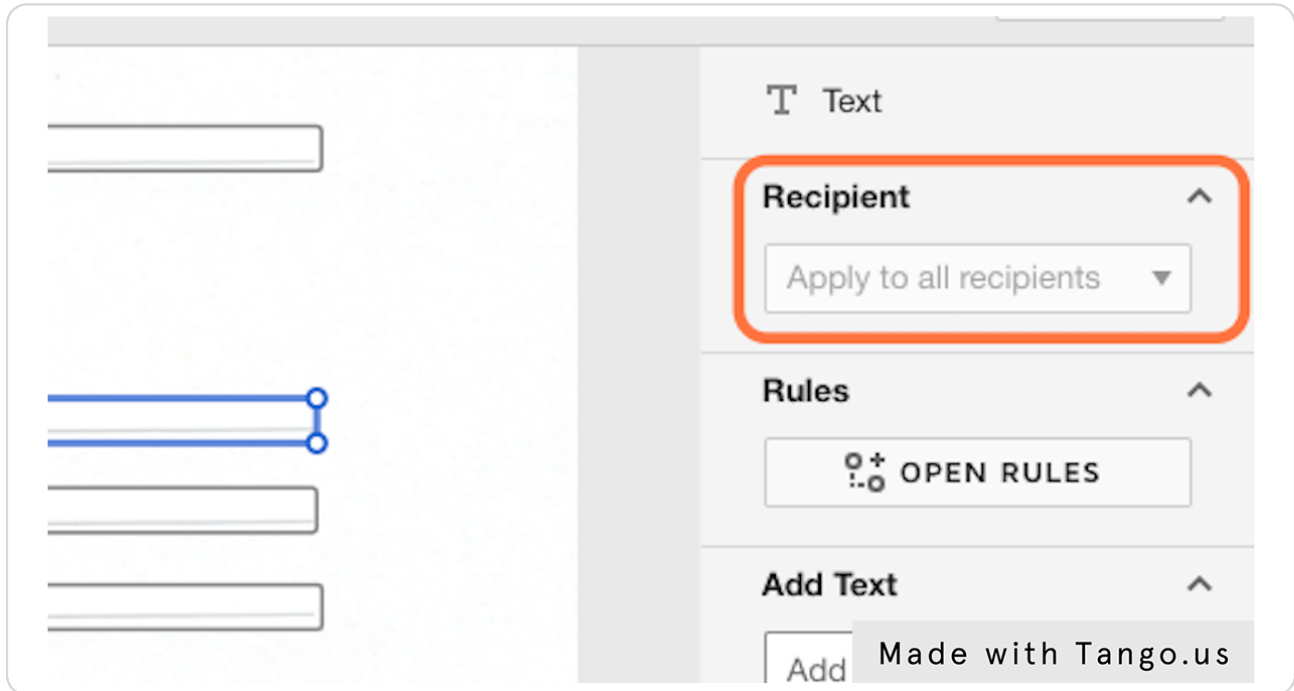
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STEP 68

IF NEEDED, on the right hand side you can select if something needs to apply to only one person. This does not apply to each option.

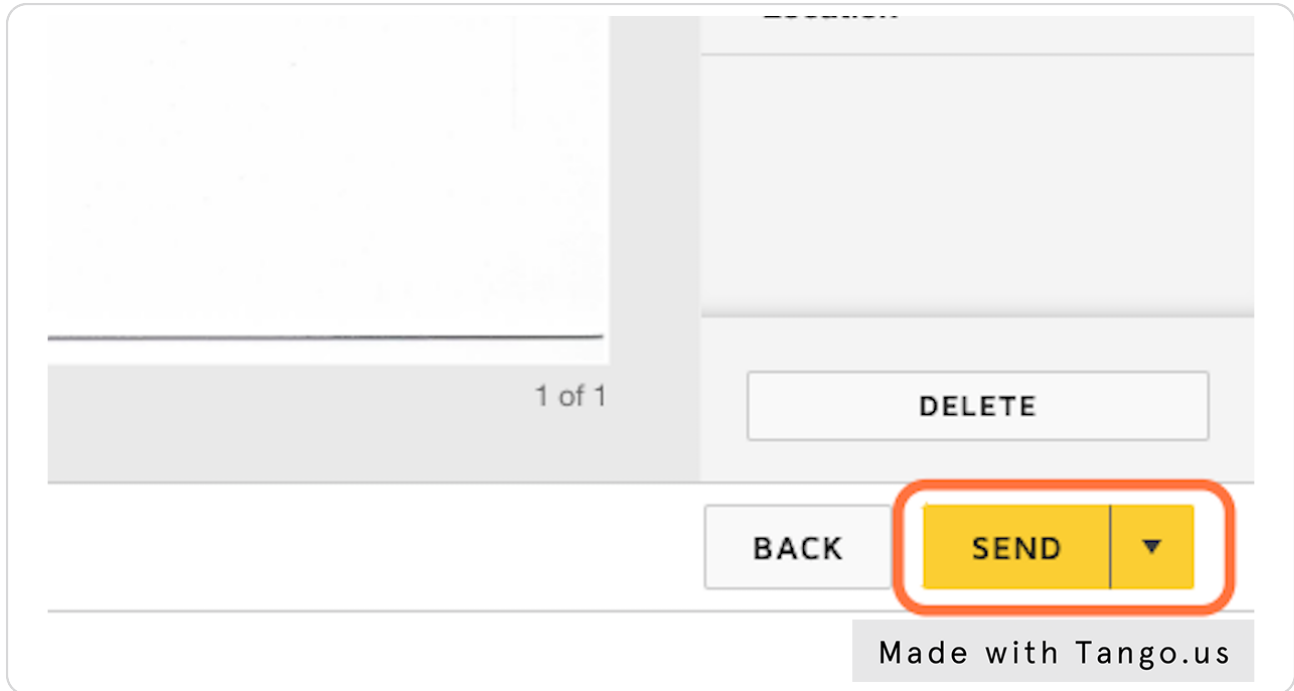


STEP 69

Once you have verified the following:

- 1) All information on each document is right/correct
 - 2) All signature boxes are in the right spot
- Click on SEND...

This will then send to the people who need to sign.



The screenshot shows a document review interface. On the left, there is a document preview area with a signature line and the text "1 of 1" below it. On the right, there is a sidebar with a "DELETE" button. Below the "DELETE" button, there is a row of three buttons: "BACK", "SEND", and a dropdown menu. The "SEND" button and the dropdown menu are highlighted with a red rectangular border. At the bottom right of the interface, there is a footer that says "Made with Tango.us".

Once a document is signed by ALL parties that need to sign you will see a new version of the document created with the GREEN Signed icon on it.

Made with Tango.us

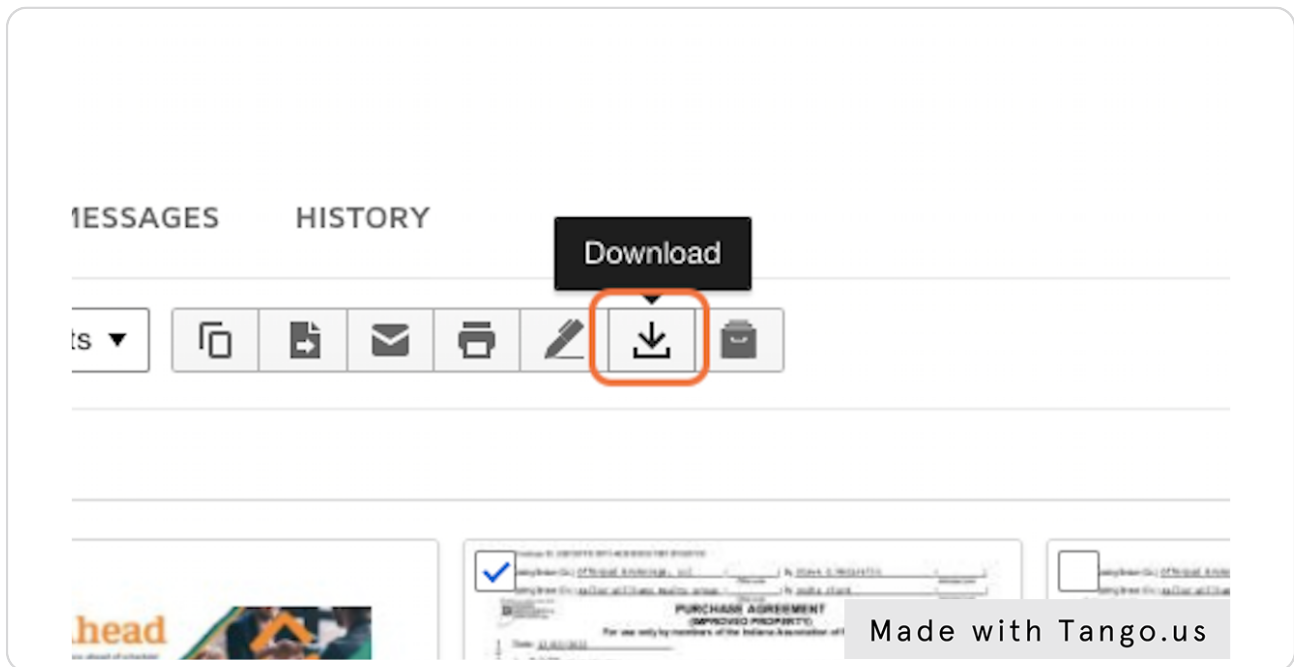
If you would like to Email or Download a specific document: – Hover your cursor over the document and select the box in the corner of the document and check the box.

Once you do this you'll notice a toolbar will pop up near the top of the screen.

The screenshot displays the Tango.us interface. At the top, there are tabs for 'VELOPES', 'MESSAGES', and 'HISTORY'. Below these is a section for 'Active Documents' with a dropdown arrow. A toolbar is visible, containing icons for document actions: a document with a checkmark, a document with a plus sign, an envelope, a document with a checkmark, a document with a plus sign, a document with a checkmark, and a document with a plus sign. Below the toolbar, there are three document cards. The first card is titled 'Day PAL' and '12/2/2022'. The second card is titled 'IAR 02 - Purchase Agreement (...)' and '12/2/2022'. The third card is titled 'IAR 02 - Purchase Agreement' and '12/2/2022'. A red box highlights the top-left corner of the second document card, which contains a small icon of a document with a checkmark. A green box highlights the bottom-right corner of the second document card, which contains a small icon of a document with a checkmark. A watermark 'Made with Tango.us' is visible in the bottom right corner.

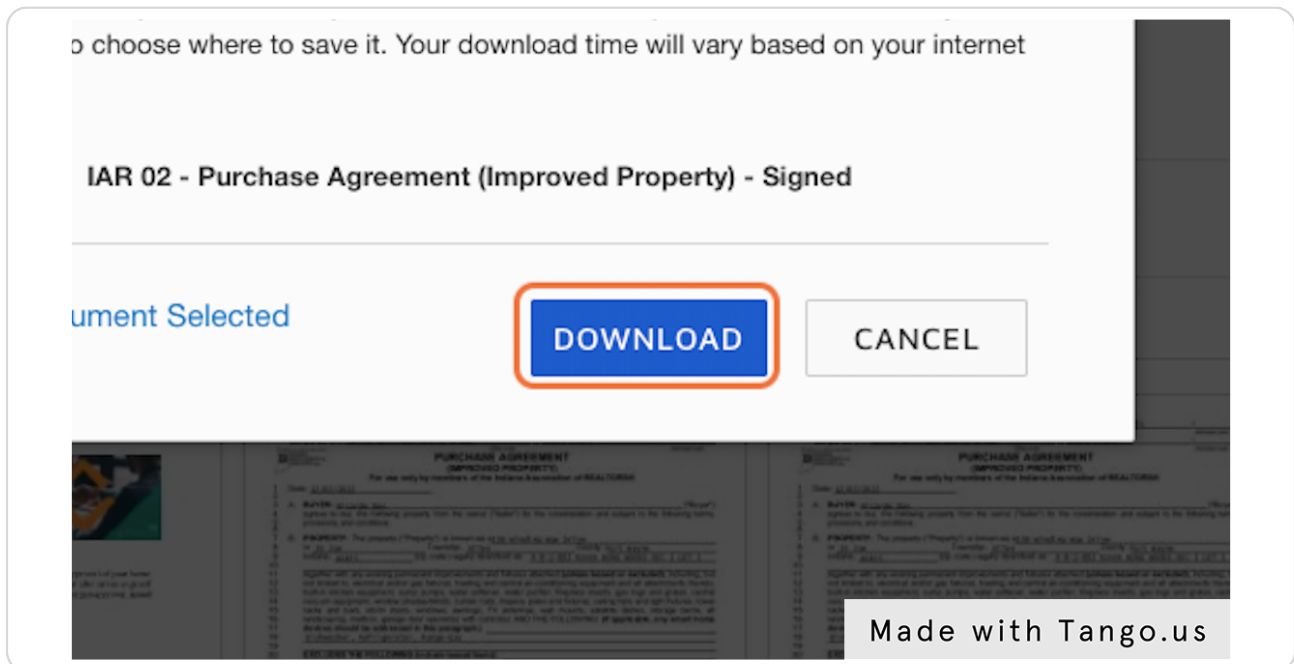
STEP 72

To download any documents



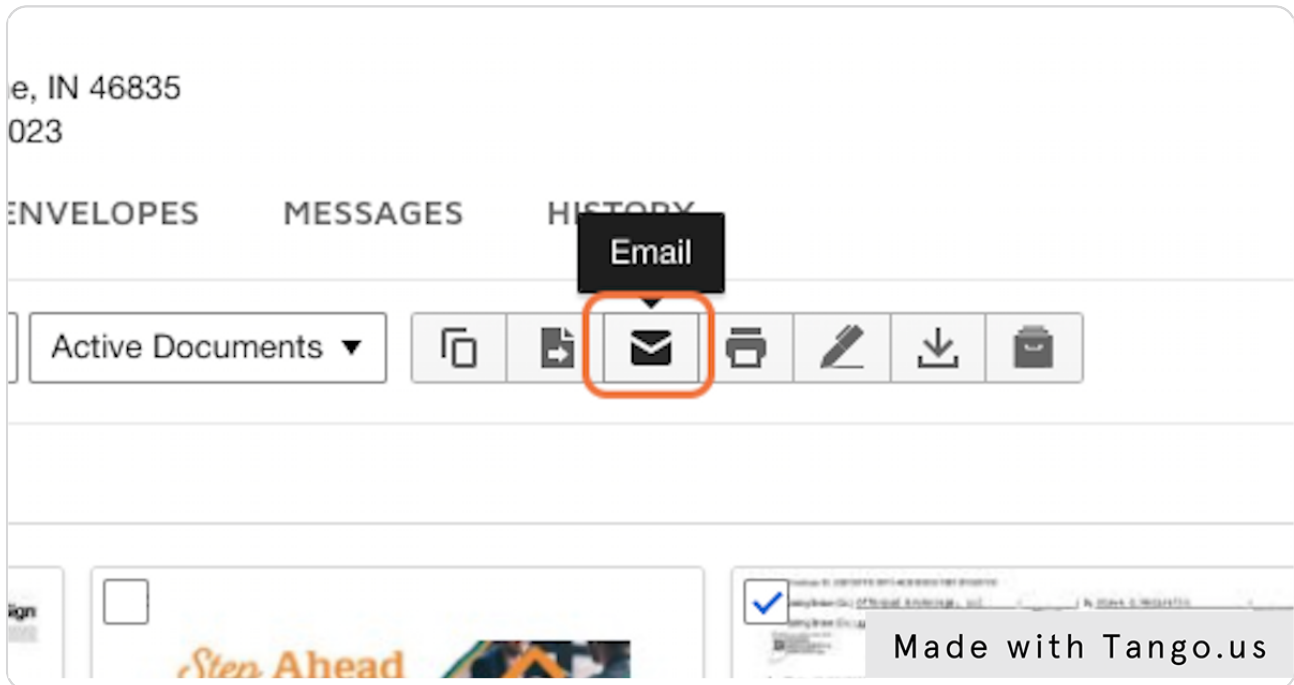
STEP 73

Click on DOWNLOAD



STEP 74

If you need to email instead, you would select the documents you want to email, then click on this icon



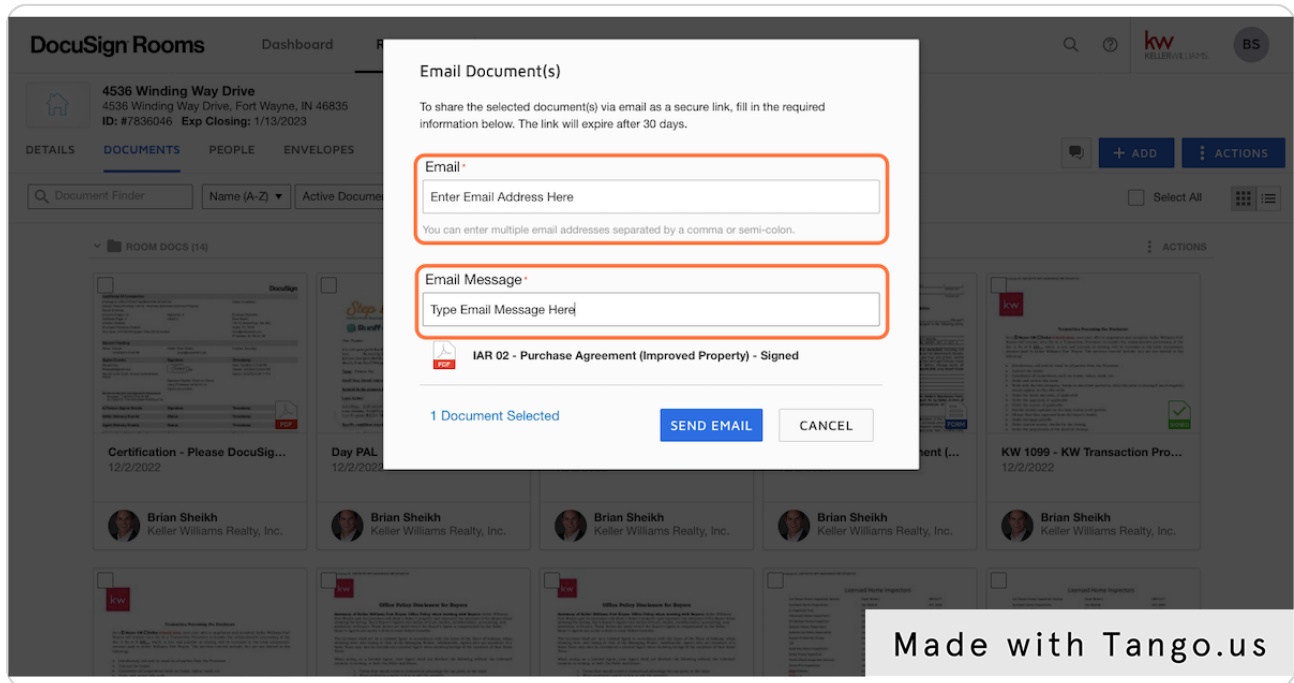
STEP 75

Enter the email address and the email message

Quick Tip -

Enter the email address in the Email box (top box)

In the Email Message box (bottom box) this is a perfect spot to build rapport, explain the documents, etc to the person you are sending them to.



STEP 76

Click on **SEND EMAIL**

Email Message Here

IAR 02 - Purchase Agreement (Improved Property) - Signed

Document Selected

SEND EMAIL CANCEL

alty, Inc.  **Brian Sheikh**
Keller Williams Realty, Inc.

 **Brian Sheikh**

Made with Tango.us

