Seller Side Contract Do's & Don't's

Clean Offers. Protected Clients. Confident Closings.

Form 1A-SWF – Exclusive Listing Agreement

Do:

- Review term dates carefully and align them with Seller goals and market conditions.
- Clearly explain compensation structure and how it applies in different scenarios.
- Confirm authority to negotiate and accept offers is understood by all Sellers.
- Set expectations around marketing, showings, and cooperation upfront.
- Address dual agency disclosures clearly and intentionally.

Don't:

- Treat this as a signature-only form.
- Gloss over compensation language or assume Sellers "get it."
- Leave expiration or protection period vague.
- Avoid uncomfortable conversations now that become deal issues later.

Residential Data Form

Do:

- Treat this as a legal and marketing document, not just MLS input.
- Verify accuracy of property details, utilities, systems, and features.
- Align disclosures here with Form 17 and listing remarks.
- Double-check items that affect financing, appraisal, and inspections.
- Use remarks strategically to clarify, not oversell.

Don't:

- Rely solely on Seller memory for technical details.
- Contradict disclosures elsewhere in the contract.
- Leave defaults unchecked without intent.
- Assume Buyers won't rely on this information.

Form 17 – Seller Disclosure Statement

Do:

- Treat Form 17 as a legal disclosure, not a marketing form.
- Encourage Sellers to answer honestly, thoroughly, and in writing.
- Review the form with the Seller for completeness and consistency.
- Ensure disclosures align with:
  - Residential Data Form
  - Listing remarks
  - Known inspections, repairs, or reports
- Submit Form 17 early to avoid last-minute surprises.
- Document Seller explanations or clarifications when needed.

Don't:

- Coach Sellers on how to minimize or "wordsmith" issues.
- Leave sections blank when the Seller has knowledge.
- Assume Buyers won't read it carefully.
- Ignore inconsistencies between Form 17 and other documents.
- Delay delivery and compress Buyer review timelines.

Form 17 doesn't kill deals. Surprises kill deals.

Form 22K – Utility Addendum

Do:

- Clearly identify which utilities are available, connected, and paid by the Seller.
- Confirm utility types: power, water source, sewer or septic, gas, irrigation, and any alternative systems.
- Align utility information with the Residential Data Form and Form 17 disclosures.
- Discuss transfer timing and any required utility confirmations before closing.
- Flag utilities that impact Lender requirements or habitability.

Don't:

- Assume utilities are "standard" or obvious.
- Overlook irrigation, shared systems, or seasonal services.
- Leave discrepancies between MLS data and contract forms.
- Ignore Buyer concerns about availability, cost, or transfer logistics.
- Treat this as filler paperwork. Buyers and Lenders won't.

Utilities don't feel urgent until someone can't turn something on.

Form 22J – Lead-Based Paint Disclosure

Do:

- Use for properties built prior to 1978, every time.
- Provide required pamphlet and disclosures promptly.
- Clarify Buyer rights to inspections and timelines.
- Track waiver or inspection election carefully.

Don't:

- Treat this as optional or "just informational."
- Miss Buyer acknowledgment signatures.
- Assume no knowledge means no responsibility.
- Overlook how this impacts inspection timelines.

Form 22R – Well Addendum

Do:

- Confirm whether the well is private, shared, or community.
- Discuss testing expectations and timelines early.
- Clarify responsibility for repairs, treatment, or improvements.
- Coordinate well testing with inspection timelines.

Don't:

- Assume "working fine" equals acceptable to Buyers or Lenders.
- Ignore shared well agreements or access issues.
- Miss deadlines tied to water testing contingencies.
- Treat this as interchangeable with septic terms.

Water issues are emotional and time-sensitive. Prep matters.

Form 22S – Septic Addendum

Do:

- Confirm system type and inspection requirements early.
- Schedule inspections promptly to protect Seller timelines.
- Prepare Sellers for potential repair negotiations.
- Track deadlines carefully. Septic delays ripple fast.

Don't:

- Wait until the last possible day to inspect.
- Assume past inspections satisfy current requirements.
- Ignore Lender or county-specific rules.
- Underestimate how repairs affect closing timelines.

Septic timelines can quietly control the whole transaction.

Form 21 – Purchase & Sale Agreement

Do:

- Confirm all dates align with Seller availability
- Review earnest money amount and timing
- Ensure legal descriptions and property info are accurate

Don't:

- Assume boilerplate language protects the Seller
- Ignore unchecked or partially completed sections
- Rush acceptance without full review of all timelines and contingencies

Form 22A – Financing Addendum

Do:

- Confirm financing type and deadlines
- Understand Seller exposure if financing fails
- Track Lender progress early

Don't:

- Assume pre-approval equals certainty
- Ignore extension requests without strategy
- Miss notice deadlines

Form 22B – Buyer's Sale of Home

Do:

- Evaluate risk to Seller timelines
- Set clear bump and notice expectations
- Communicate strategy clearly with Seller

Don't:

- Leave Seller stuck in limbo
- Ignore backup offer options
- Assume Buyer performance

Form 22D – Appraisal Addendum

Do:

- Understand appraisal risk and Seller options
- Clarify renegotiation rights
- Align expectations early

Don't:

- Assume value will "work itself out"
- Skip conversations about potential gaps
- Delay decisions after appraisal delivery

Form 35 - Inspection Addenda

Do:

- Track inspection and response deadlines closely
- Prepare Seller for likely repair requests
- Respond strategically, not emotionally
- Only request portions of the report in writing and as needed

Don't:

- Miss response deadlines
- Over-negotiate small items
- Leave terms vague