



### LIMITED SERVICE MLS LISTING AGREEMENT

THIS "AGREEMENT", is by and between FlatFeeHouses.com and its' assigned brokers (Broker) and \_\_\_\_\_ (Owners). Owners give FlatFeeHouses.com /assigned Brokers the Exclusive Right to list on the Multiple Listing Service (MLS) to Sell/Lease the real and personal property described as the price and terms described below. Real property described as follows: \_\_\_\_\_.

And any personal property noted in the MLS data entry form, The MLS Form is incorporated into this Agreement as an addendum and integral part of this Agreement.

#### 1. Time Period, Sales Terms and Listing Plan-

A) The "Commencement Date" is the date this Agreement is executed by the Owners and delivered to FlatFeeHouses.com. Unless specified elsewhere in this Agreement, the Expiration Date is 6 months from the Commencement Date on Property for sale- OR 4 months from the Commencement Date on Property for rent.

B) **Asking Price:** \$ \_\_\_\_\_ (if blank, Asking Price will be the amount stated on the MLS Form).

C) **Financing Terms (for sales):** Cash, Conventional, VA, FHA, Owner Financing, and other financing as specified on the MLS Form.

D) **Listing Plan and other Services. (CHECK ALL THAT APPLY):**

\_\_\_\_ **Basic List Plan \$299 check all that apply:**

\_\_\_\_ **Northeast Florida MLS**

\_\_\_\_ **Central Florida MLS**

\_\_\_\_ **+\$50 charge for second MLS**

\_\_\_\_ **Professional Photography \$175 (0-2500')**

\_\_\_\_ **Professional Photography \$200 (2501'-3501')**

\_\_\_\_ **Virtual Tour \$40** \_\_\_\_\_ **Virtual Staging \$85 per image**

\_\_\_\_ **\*Realtor Assistance Plan \$1598**

*\* A licensed Realtor will prepare your sales contract, schedule your closing, handle escrow checks and schedule inspections*

**2. Marketing, Multiple Listing Service (MLS) and Privacy Policy.** Owners authorize FlatFeeHouses.com and Broker that is assigned the listing to place the Property into the MLS that services the area that the Property is located and at FlatFeeHouses.com /Broker's discretion into any of their advertising or websites. Owners' authorize FlatFeeHouses.com / the assigned Broker to report to the MLS/ Association of Realtors this listing information and price, terms and financing information on any resulting sale or lease. Owners authorize FlatFee.com/assigned Broker, the MLS and /or Association of Realtors to license or sell the active listing and sold data. Owners authorize FlatFeeHouses.com/ assigned Broker to offer cooperating brokerages compensation. FlatFeeHouses.com/ assigned Broker is permitted to do their own advertising and marketing of the Property in publications, online, or otherwise and attempt to procure the buyer-side commission. FlatFeeHouses.com/assigned Broker is not responsible for representing Owners in any other capacity except as specifically described in this Agreement. If the Property is a short sale and /or pre-foreclosure situation, Owners hereby permit FlatFeeHouses.com/ assigned Broker to advertise the Property as such in any of FlatFeeHouses.com/ assigned Broker's advertising including the MLS. FlatFeeHouses.com/ assigned Broker will not otherwise, sell, share, or distribute the Owner's information except as authorized in this Agreement and in the normal marketing of the Property including the MLS.

**B) Internet Advertising and Virtual Office Websites.** Owners authorize FlatFeeHouses.com/assigned Broker to advertise the Property including its street address on the Internet and various third party websites. Owners authorize advertising through Virtual Office Websites a/k/a Vow's. Owners authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

**C) Changes to Listing.** All changes to the listing must be submitted on the status change form provided by the FlatFeeHouses.com and signed by all Owners. FlatFeeHouses.com/assigned Broker will make an unlimited number of changes to the listing during the first 7 days of the listing. After the first 7 days, changes can be submitted to FlatFeeHouses.com /assigned Broker no more than once during any 7-day period.

**D) Showings and Offers.** Owners hereby authorize FlatFeeHouses.com/assigned Broker to provide showing instructions, including lockbox combinations, gate codes and similar access information to other brokerages and their associates. Owners shall hold FlatFeeHouses.com/assigned Broker and the MLS harmless from any liability resulting from this listing, the showing of Owners' Property by others, and the dissemination of any lockbox combinations, gate codes and similar access information. Owners hereby waive any statutory requirement for FlatFeeHouses.com/ assigned Broker to present all offers and counteroffers to Owners and authorize FlatFeeHouses.com/assigned Broker to notify other brokerages to present all offers and counteroffers directly to the Owners.

**E) Brokerage Relationship.** The legal relationship between assigned Broker and Owners shall be that of a "transaction broker" as defined by Chapter 475, Florida Statutes. FlatFeeHouses.com does not act as a real estate agent or broker, does not maintain a fiduciary relationship with any user, and does not provide specific advice or information beyond what is publicly available. FlatFeeHouses.com is a advertising and coordination service assembling a team of local real estate professionals to assist homeowners in selling their home.

**3. Owners' Obligation.** Owners' hereby agree to comply with the following: (a) To cooperate with FlatFeeHouses.com/assigned Broker in carrying out this Agreement in good faith. (b) To provide FlatFeeHouses.com/assigned Broker with accurate information about the Property in order to place it in the MLS. (c) To indemnify FlatFeeHouses.com/assigned Broker harmless from losses, damages, costs and expenses of any nature including attorney's fees and court costs and from liability to any person, that FlatFeeHouses.com/assigned Broker incurs because of (1) Owner's negligence, representation, misrepresentations, actions, or inactions, (2) showing instructions and the use of a lockbox, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a assigned Broker who was not compensated in connection with a transaction is entitled to compensation from Broker. (d) To inform the FlatFeeHouses.com/assigned Broker within 2 days if a contract to sell or lease the property is entered into by Owners. (e) Upon closing of the property to immediately pay FlatFeeHouses.com/ assigned Broker and any cooperating brokerage the agreed upon commissions described in this Agreement and to immediately provide FlatFeeHouses.com/ assigned Broker a signed copy of the purchase and sale contract and the closing statement. (f) To make all legal required disclosures, including all facts that materially affect the Property's value and not readily observable or known to the buyer. (g) To offer the Property to any person without regard to race, color, religion, sex, handicap familial status, national origin or any other class of persons protected by federal, state or local laws.

**4. Commission.** Commission offered to buyer's brokers, transaction brokers and non-representative brokers, assisting in the sale or rental of the Property is: \_\_\_\_\_ (if blank, fee is 3% of the Purchase Price on Property For Sale- OR 1- months' rent on Property For Rent). This fee is not due if Owners sell or lease the Property on their own without involving another brokerage. Owners hereby agree to pay said commission at the time of sale or lease of the Property is closed and settled with any party where Broker or any other MLS cooperating Broker is the procuring cause of the sale or

lease, even if said closing occurs after the Expiration Date. (Except when the Property is re-listed with another brokerage). If a licensed agent /owner of FlatFeeHouses.com /Legacy Realty Group,LLC . Procures a purchaser or renter for the Property and closes the transaction, then the Owner agrees to pay assigned Broker the same commission (as stated above) as they would any other brokerage that procured a purchaser in addition to the listing fees described in this Agreement.

**5.Termination** Either Owners or FlatFeeHouses.com/s Broker may terminate this Agreement for any reason by giving the other party written notice. FlatFeeHouses.com/Broker will be required to withdraw the listing from MLS. If Owners decide to withdraw the listing the Owners shall submit the status change form and deliver it to FlatFeeHouses.com/assigned Broker. Any fees previously paid by Owner to FlatFeeHouses.com/ assigned Broker shall be non-refundable. FlatFeeHouses.com/assigned Broker reserves the right to refuse any listing and to refuse the extension of any listing.

**6. Extensions.** This listing may be extended with the written approval of both parties. If the Owner has previously terminated the listing and later wants to re-activate it, this will be done at the same price as a brand new listing. Existing listing can be extended for \$99 per 6-month period. Existing rental listings will be extended at \$69 per 4-month period.

**7.Miscellaneous.** (a) Any item in this Agreement found to be illegal shall be considered null and void, just as if it had never appeared in this Agreement, and shall not affect the validity of any other item in this Agreement. The terms of this Agreement shall override any terms listed on our website or other communications. (b) Owners warrant that no listing or marketing agreements or rights to advertise in the MLS are in effect on the Property as of the Commencement Date of this Agreement. Owners certify that Owners are legally entitled to convey the Property and all improvements. (c) Time is of the essence under this Agreement. (d) Plural references made to the parties of this Agreement may also be singular, and singular references may be plural. All terms of this agreement also apply to both parties' heirs, personal representatives, successors, or assigns, as the case may be. (e) Broker also acknowledge and agree that Broker, its sales associates, agents, officers, principals, and employees are not performing "foreclosure-related rescue services" or acting as a "foreclosure-rescue consultant" as defined in Chapter 501.1377 Florida Statutes.

**8.Affiliation Disclosure-** FlatFeeHouses.com discloses that it or its principals has/ have an equitable and /or ownership interest in Legacy Realty Group,LLC/ Rental Guys Property Management and Houses of America, LLC. The Buyer and Owner are not obligated to use these companies or purchase their products as a condition of the sale, purchase or rental of this Property.

**9.Authorization.** Owners permit FlatFeeHouses.com to contact other parties to the transaction including other real estate brokerages and sales associates, title companies, attorneys, lenders, appraisers, inspectors and related parties. Owners permit FlatFeeHouses.com to receive copies of the purchase and sales contract, addenda, disclosures and closing statements related to the Property an the transaction.

BY SIGNING THEIR NAMES BELOW, OWNERS AND FlatFeeHouses.com HEREBY AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS.

**Signature of Owner:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature of Owner:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

Owners Address: \_\_\_\_\_

Owners Cell Phone: \_\_\_\_\_ Owner's Email: \_\_\_\_\_

\_\_\_\_\_ FlatFeeHouses.com Date: \_\_\_\_\_

SAMPLE