

EXCLUSIVE AGENCY LISTING AGREEMENT

MLS rules, Real Estate law and Minimal Service Statues:

- a. Require the owner of the property to authorize the MLS listing with a signed listing agreement.**
- b. Seller must offer a commission to the buyer's agent.**
- c. Seller will comply with all Federal, State and Local Laws concerning Fair Housing and anti-discrimination laws.**

Seller/Sellers initial(s) _____ Date:_____

_____ Date:_____

Listing agreement may be cancelled at any time with an email to Broker.

If no agent involved you pay no commission.

There are no hidden fees or commissions

Any questions call the broker at 866-663-3995.

1. Exclusive Agency Agreement.

I/We _____ (Hereinafter referred to as "Seller") hereby appoint and grant William Johnson, Broker, and Realty Solution, as the Listing Broker (Hereinafter referred to as "Broker") as exclusive agent for the purposes, to engage in the best efforts to accomplish the sale of the real property situated at:

Address: _____

in the City of: _____ County of: _____

State of _____ Zip Code: _____

For a term of 180 days from the date the listing goes live on the MLS. The seller may cancel this listing at anytime, with an email request to Broker, provided the property is not under a sales contract. Once the property is listed in the MLS there are no refunds.

Seller's initials: _____ Seller's initials: _____ Date: _____

2. **Terms of Sale.**

The listing price of the property shall be \$_____. The listing price may be changed at anytime with an email to broker. Changes normally occur within 24 hours of receipt.

Earnest money deposit \$_____ in the form of (circle one) check/cashier's check. Earnest money **is not** the down payment. It is "something of value" that accompanies an agreement to make it legal.

3. **Effect of this Listing Agreement:** This Listing Agreement does not apply to a Sale of the Property to a purchaser that is not represented by a Buyer's Broker/Agent.

Seller may hire Broker to conduct all sales negotiations, paperwork, coordination and closing for \$995.00 flat fee paid only if the sale is successful. If not then Seller will conduct all negotiations, paperwork, coordination and closing and release Broker from any liability.

4. **Area.**

Broker shall list the Property in the local and appropriate MLS and Realtor.com. The property may be listed in hundreds of other websites, but cannot be edited or updated by broker.

5. **MLS Listing.**

Information about this property will be published in the MLS and public websites, including the sale price, terms, and financing for dissemination, and use by persons and entities approved by the MLS.

Seller authorizes Broker and agrees to comply with all applicable MLS rules. Seller also agrees to update the Broker within 24 hours of any changes, acceptance of offer, or close of sale. A \$400 penalty may apply if Seller does not so notify Broker by email.

Seller will provide all sales information and documents, requested by Broker within 24 hours of that request. Information from a contract or buyer's agent is not acceptable.

Broker reserves the right to withdraw the listing from the MLS if Seller refuses or does not comply with MLS rules and regulations. If the listing is withdrawn from the MLS for refusal or non-compliance with MLS rules and regulations, there will be no refund.

Seller's initials: _____ **Seller's initials:** _____ **Date:** _____

Seller is responsible to review the MLS listing for the accuracy and payment of any fines accessed by the MLS for late reporting, or inaccurate information.

Seller's phone number will be in the MLS agent remarks section for information or showing. **Public sites will not publish the owner's information.**

6. Compensation to Buyer's Broker.

The amount or rate of Real Estate Commission is not fixed by law. They are set by the Seller and may be changed prior to an offer but are not a negotiable part of an offer.

Seller here by agrees to compensate the Buyer's Broker (Broker or Agent who brings a buyer) as follows:

- (a) _____ Percent of the selling price or \$ _____ dollar amount payable at closing. This is paid to the Buyer's Broker. **Listing Broker does not get a commission. You only pay one commission.** (Agents want 3%, we suggest 2.5 %.) But that is your choice.

Seller agrees not to directly contact potential buyers that have been shown the property by a Broker/Agent for the purpose of evading payment of a lawful commission.

7. Agency Relationships.

Any relationship between Seller(s) and Broker either passive or implied, in this contract or transaction expires upon the acceptance of a presented offer, sale, transfer or cancellation of the listing.

8. Listing Broker's Duties.

- 1) To provide brokerage services to all parties to the transaction honestly and in good faith.
- (2) To exercise reasonable skill and care in providing brokerage services to all parties.
- (3) To keep confidential any information given to the licensee in confidence, or any information obtained by the licensee that the licensee knows a reasonable individual would want to keep confidential, unless disclosure of this information is required by law, violates a fiduciary duty to a client, becomes public knowledge, or is authorized by the party in writing.
- (4) To account for all property coming into the possession of the licensee that belongs to any party to the real estate transaction.

Seller's initials: _____ **Seller's initials:** _____ **Date:** _____

(5) When assisting a party in the negotiation of a real estate transaction, to present all written offers in a timely and truthful manner.

(6) To act on behalf of the licensee or his or her immediate family, or on behalf of any other individual, organization, or business entity in which the licensee has a personal interest only with prior timely written disclosure of this interest to all parties to the transaction.

(b) A licensee may provide requested information which affects a transaction to any party who requests the information, unless disclosure of the information is prohibited by law or in this article

(c) When accepting an agreement to list an owner's property for sale, the broker or his or her licensee shall, at a minimum, accept delivery of and present to the consumer all offers, counteroffers, and addenda to assist the consumer in negotiating offers, counter offers, and addenda, and to answer the consumer's questions relating to the transaction.

9. Failure to Pay.

Seller hereby consents to the Immediate Withdraw or Termination of Sellers listing in the event payment is not made for any services requested or agreed to by Seller. Withdraw or Termination of Sellers listing shall not relieve Sellers obligation to pay for the services and Seller understands and agrees that the Broker may file a Mechanics or Small claims Lien for the unpaid fees as well as expenses, attorney's fees and any cost incurred in the collection of the unpaid fees, up to and including treble damages.

10. Warranties

Seller warrants that Seller is/are the Owner(s) of the Property or has the authority to execute this contract.

11. Photos.

The MLS listing includes 5 photos. Seller may purchase additional photos if desired.

12. Release.

Seller hereby indemnifies, defend and hold Broker harmless from all claims, disputes, litigation, judgments attorney fees and costs arising from any incorrect information supplied by Seller, or from any material facts that Seller know but fails to disclose.

Seller's initials: _____ **Seller's initials:** _____ **Date:** _____

13. Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all of the terms and provisions of the Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in any acceptable manner to the end of the transactions contemplated by this Agreement are consummated to the extent possible.

14. Complete Integration.

This Agreement is intended by the parties as a final expression of their agreement solely with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions thereof, and the Agreement supersedes and replaces all prior negotiations and agreement between the parties hereto, or any of them, whether oral or written. Each of the parties hereto hereby acknowledges no other party, or agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the other party to execute this Agreement or any of the other documents referred to herein and each party hereto acknowledges it has not executed this Agreement or such other documents in reliance upon any such promise, representation or warranty not contained herein.

This agreement is intended to be the legal and binding contract of all parties. If it is not fully understood, Seller should seek professional legal advice. This agreement may not be modified or amended except by writing, which writing must be signed by both the Seller and the Broker. The Broker has the right to rescind this Agreement by written notice given within seven (7) working days of the date of this Agreement.

Realty Solution



Broker

Same as Below
Date

Seller

Date

Seller

Date