

Exclusive Right to Sell, Limited Service Listing Agreement

Broker: _____ Phone#: _____

Brokerage: _____

Address: _____

*****ALL AREAS BELOW ARE REQUIRED*****

Owner(s) Name: (1) _____

(2) _____

(3) _____

(4) _____

Property Address: _____

Legal Description of Property: The legal description of applicable "Start Date" and "Expiration Date" of the listing will be on the required Listing Agreement Attachment 1 for single family, or 2 for Multi Family or V for vacant land. This form is automatically provided to seller in the checklist process at the end after helpful MYMLSBROKER.com content has been reviewed by seller.

NO BROKERAGE RELATIONSHIP NOTICE:

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, mymlsbroker.com, and its associates owe to you the following duties:

1. Dealing honestly and fairly.
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all the funds entrusted to the licensee.

Seller(s) Initials: (____)(____)(____)(____) and

Listing Licensee Initials: (____)(____) acknowledge receipt of page 1 of this document.

Broker Authority: The Seller(s) give the Broker authority to represent the Seller's personal property (collectively "Property") located at the address listed above, (legal description stated later on Attachment 1 or V) and to perform the following: Listing broker requires the contract submitted by the sellers, to the listing office, within 4 hours of the contract signing. After seller(s) accept a contract for sale, but within 49 hours of such a time, the seller must complete a **Report Property Under Contract Form provided in the signing room**. Failure to report results in a \$299 penalty, plus any fines levied by mls or the State of Florida. Listing Broker may Transition to Transaction Broker, for a fee and services to be negotiated and established in writing. If any listing is set to expire while under contract for sale, Broker will extend this listing agreement by 45 days or until close.

MLS LISTING ONLY: MYMLSBROKER.COM services are limited to providing one accurate MLS listing with each \$299 purchase of our website content. All MLS member Realtors in our office, provide actual MLS data from the professional system. As the systems state, no information provided is warranted or guaranteed in any way. All services are unilaterally revocable by the listing office. Seller(s) will choose the duration of their MLS listing by choosing their own expiration date (termination date). The seller will choose, at their own discretion, the *total selling commission* on attachment 1. The listing agreement is terminated upon sale, expiration or withdrawal of said property. An expired listing can be re-listed for a fee of \$99. A withdrawn listing can be re-listed for a fee of \$99. Upon signing and paying for the request to relist an expired or withdrawn listing, seller(s) agree that this contract and its attachments resume in full force until the new Expiration or Withdrawal or sale of stated property. The Seller is entitled to a full refund, upon written request, only before their Active mls listing is posted on the MLS. If there is no buyer real estate representation, then seller is to fill and or print the contract from your control panel and process any other forms required. (no e-sign for buyers and agents without Transaction Form Service). MYMLSBROKER.com can provide Transaction Form service to facilitate forms in a transaction between the seller(s) and buyer, for additional fee, currently \$500. With Transaction Form service, we fill forms electronically for the buyer and seller as per your agreement and deliver it to any and all parties for electronic signature, then we deliver it electronically to seller(s) selected closing agent. Seller's listing in MLS will not be uploaded until seller has completed the applicable forms in the checklist. All agents/brokers with buyers can call the owner directly; all other property inquiries will be directed as per the call or email contact.

NON-REPRESENTATION - BROKERAGE STATUS: Listing Broker will act as a non-agent, non-representation broker to facilitate a transaction between Seller(s) and a buyer. Seller(s) understands that Broker does not represent Seller(s) as Seller's agent, no negotiations will be handled by the listing brokerage for the seller(s). We do have any additional service available upon request at any time with offers sure to suit your needs. Broker will treat both parties with honesty and fairness; will disclose all facts materially affecting the value of the property to both parties; no buyer or seller escrow funds will come into the possession of broker for any reason. Seller's listing in MLS will not be uploaded until seller has completed the applicable forms in the checklist. All agents/brokers with buyers can call the owner directly; all other property inquiries will be directed as per the call.

COOPERATING BROKER AND LISTING BROKER COMPENSATION: Seller will pay in full, their \$249.00 listing fee (\$249 sale price, or \$299 full price), for the **MLS Listing Only** services upon activation of the MLS listing. Seller will choose the total commission expense as a percentage or a dollar amount, which will be paid to any Realtor/ Broker for procuring the buyer, less Listing Broker Transaction fee of \$299. The amount will be chosen at the Seller's sole discretion and listed later on Attachment 1. The Seller's total commission expense, as stated on Attachment 1 is dispersed as a \$299 transaction fee payment to the listing brokerage and the remaining amount to the cooperating broker. If there is no cooperating broker involvement, then listing brokerage will collect only the \$299 transaction fee at the closing, barring any other services rendered in writing.

MULTIPLE LISTING SERVICE: Seller(s) requests the listing Broker to publish this listing with the Multiple Listing Service and any and all internet MLS outlets. Seller(s) agrees to comply with the rules, regulations and decisions of the Multiple Listing Service. Listing Broker may unilaterally withdraw the listing from the MLS for non-compliance. Seller(s) agrees to promptly reimburse and compensate listing Broker for all charges and fines levied by the MLS for non-compliance. Seller(s) agrees to indemnify and hold harmless the listing Broker, for any technical issues, problems, changes or decisions of the Multiple Listing Service, reciprocal computer systems, or any other electronic media that adversely affects efforts to procure a transaction through the use of said service and Broker may change any policies and fees it deems at any time appropriate in response thereto. In the event no expiration date is selected in Listing agreement attachment 1, 2, or V, the term of this agreement shall be for two months from the Effective Date. Seller(s) agrees to use the same list price in all other forms of media in which the property is advertised. Seller(s) agrees to allow listing Broker to disclose a possible short sale, actual short sale or pre-foreclosure when such an instance occurs or is a possibility. Seller(s) give listing broker the right to allow other brokerages to advertise their property.

OWNER PROCURED TRANSACTION: No compensation will be payable to any selling broker if Seller(s) obtains a buyer through his/her/its own efforts, and not through efforts, assistance, materials and/or information provided by the buyer's agent, transaction broker or any other member of the Multiple Listing service to any buyer; and provided that a transaction is not made with anyone with whom the Seller(s) had previous knowledge of that person's interest or had discussions and/or negotiations concerning same at or prior to the effective date of this listing agreement, unless the names of the persons are set forth herein. Mymlsbroker.com Transaction Fee is due by the unrepresented buyer at the closing; seller may negotiate to pay that fee for the buyer, if desirable. Mymlsbroker.com is not the selling office, that is the office that brings the buyer.

Seller(s) Initials: (____)(____)(____)(____) and

Listing Licensee Initials: (____)(____) acknowledge receipt of page 2 of this document.

FAILURE TO COMPENSATE: In the event of Seller(s) failure to promptly pay and/or reimburse Broker, Broker may unilaterally withdraw all property from the Multiple Listing Service, remove the lockbox and/or sign, place a lien on Seller(s) property, and all services provided by Broker shall terminate. If any bill for professional services is left unpaid, and/or the Seller(s) has breached the terms hereof, any damage deposit(s) may be used by Broker for repairs and/or replacement, and/or to pay any unsettled accounts for professional services, and/or to pay any damages sustained by Broker, and/or to reimburse Broker for any bank charges incurred by Broker due to any checks being returned by Seller. Seller agrees to pay Broker's reasonable attorneys' fees, court costs, collection service costs, and all other costs incident to collection of any fees left unpaid.

SELLING BROKER COMPENSATION: Seller(s) offer the compensation specified in Listing Agreement Attachment, I, 2 or V, to members of the Multiple Listing Service, including Buyer's agents, transaction brokers, and non-representation brokers, for procuring a prospect ready buyer, willing and able to enter into a transaction with the Seller(s) in accordance with the terms and conditions set forth herein, or upon lesser price, terms and conditions acceptable to Seller(s), during the listing period specified on Attachment 1, or within the subsequent protection period of 120 days, to anyone whom a member of the Multiple Listing Service, Buyer's agent or other transaction broker has shown the property or facilitated a contract, prior to final listing termination. However, no compensation will be due MYMLS BROKER.com if any property is relisted after termination date with another broker.

LOCKBOX PLACEMENT UNAUTHORIZED USE: If a lockbox provided is placed on the property by Seller(s), Seller(s) agrees that Broker, the Multiple Listing Service and/or its members shall not be responsible for its unlawful or unauthorized entry or use.

TITLE TO PROPERTY: Seller(s) certifies and represents that he/she/it is legally entitled to convey the property and all improvements thereon, and that the title and right to possession of the property is free on encumbrances and defects which cannot be removed prior to settlement. Seller(s) will provide title insurance as may be required to settle the transaction, and will execute and deliver all settlement documents in a timely fashion.

LATENT DEFECTS: Seller(s) agrees to make all legally required disclosures, including all facts that may materially affect the value or desirability of the property and are not readily observable or known by the buyer. Seller(s) has no knowledge of any such latent defects other than those specified above, and will disclose such to buyer, buyer's agent, transaction broker, or other member of the Multiple Listing service, including any material facts that arise after the effective date of this agreement.

CONSULTATION ON REQUEST: Upon Seller(s) request, Broker will provide additional phone consultation services at the hourly rate of \$150.00 per hour, pro-rated to the nearest minute, with a one hour minimum fee, including travel time if applicable. While Broker is licensed and legally qualified to give advice concerning real estate transactions, Seller(s) understands that legal and tax counseling is advisable prior to entry into any transaction and special legal and tax counseling is advisable if Seller(s) is not a U.S. citizen. Seller(s) shall, when billed, promptly pay Broker for professional services rendered at said rate.

SELLER(S) OBLIGATION TO INFORM BROKER: Seller(s) agrees to inform Broker immediately upon Seller(s) entering into a sales contract with a buyer procured by either the Seller(s), Buyer's Agent, Transaction Broker or other members of the Multiple Listing Service; and shall include the buyer's name(s), financing arrangements, contingencies, contract date, title or escrow agent, settlement date and price. In the event Seller(s) fails to comply with this provision, Broker may unilaterally withdraw the listing from the Multiple Listing Service, charge Seller(s) a \$299.00 penalty in addition to any fines levied by MLS service and remove the lockbox (if any) at the hourly rate of \$150.00 per hour, pro-rated to the nearest minute, including travel time, and said fee may be taken from any lockbox deposit or other deposits on the account, and any unused portion shall be returned to the Seller(s). Seller(s) agrees to pay Broker's reasonable attorneys' fees, court costs, collection service costs and all other costs incident to collection.

DISCRIMINATION: Seller(s) and Broker will offer the property described above to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law.

PERSONS BOUND: MISCELLANEOUS: This agreement shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Listing Broker may assign this agreement to another listing office. Signatures, initials and modifications communicated by facsimile or electronic methods will be considered as originals. The term "buyer" as used in this agreement shall include buyers, tenants, exchangers, optionees and other categories of potential or actual transferees. Seller(s) may withdraw or cancel "active" listing agreement at any time and this agreement shall be terminated, provided that no Contract for Sale is pending and all fees have been paid to Broker. Seller(s) requests that the listing expiration date be extended by forty-five days in the event the listing expires while under contract; (for MLS statistical purposes only). Seller authorizes Broker to unilaterally withdraw from this agreement for any reason.

Seller(s) Initials: (____)(____)(____)(____) and

Listing Licensee Initials: (____)(____) acknowledge receipt of page 3 of this document.

Notice from Real Estate licensee to Seller/Landlord Regarding Responsibilities Under Federal lead-Based Paint law

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-O below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

A. The following Lead Warning Statement "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) above that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.0. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

A. The following Lead Warning Statement "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/ LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

C. A list of any records or reports described in 1.B.(2) above available to you and that you have provided to the tenant, OR a statement that no such records or reports are available to you.

D. A statement by the tenant:

- (1) affirming receipt of the information paragraph 3.B. and C. above; and
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by **MYMLSBROKER.COM** (licensee) to Seller/Landlord on the day of _____.

Seller(s) Initials: (_____) (_____) (_____) (_____) , Listing Licensee Initials: (_____)

Buyer(s) Initials (_____) (_____) (_____) (_____) , and Selling Licensee (_____)
acknowledge receipt of this document.

Seller/Landlord makes the following disclosures to licensee:

(1) Lead-based paint and lead-based paint hazards in the housing: (Check One)

_____ (a) Seller/Landlord has no knowledge of LBP/LBPH in the housing.

_____ (b) Seller/Landlord knows of the following LBP/LBPH in the housing (describe all known additional information):

(2) Available Records and Reports: (Check One)

_____ (a) Seller/Landlord has no records or reports regarding LBP/LBPH in the housing.

_____ (b) Seller/Landlord has available the following documents regarding LBP/LBPH in the housing:

ACKNOWLEDGEMENT: Seller(s) acknowledges retaining or receiving a copy of this Limited Service Listing Agreement. Seller(s) and Broker agree that this constitutes the entire listing agreement between them and may only be modified, extended or cancelled by written agreement between them. Limited Service Listing Agreement is to include one or all of the following property description attachments: Attachment 1, Attachment 2, or Attachment V. Seller(s) hereby represents all statements contained herein to be true and accurate to the best of his/her/its knowledge and belief, and agrees to hold Broker and any cooperating Brokers harmless from any liability in connection therewith. Seller(s) acknowledges receipt of Notice from Real Estate licensee to Seller/Landlord Regarding Responsibilities Under Federal lead-Based Paint law and Lead-Based Paint Informational Pamphlet has been provided to seller through MYMLSBROKER.com Document Library.

ALL OWNERS MUST SIGN AND DATE HERE

Owner (s) Signature: (1) _____ Date: _____

(2) _____ Date: _____

(3) _____ Date: _____

(4) _____ Date: _____

Listing Licensee Signature: _____ Date: _____