

# EXCLUSIVE FACILITATOR LISTING AGREEMENT

THIS AGREEMENT concerns the following property:

✓ Street Address: \_\_\_\_\_

✓ City and Zip Code: \_\_\_\_\_

✓ List Price: \_\_\_\_\_ List Date: \_\_\_\_\_ (see \*\* Paragraph below)

For the purposes of this Listing Agreement and service, GCM, LLC (hereinafter referred to as MLSMOVES) will be referred to as the Broker and the Property Owner(s) of the above referenced property will be referred to as the Seller.

In consideration of the mutual agreements herein, the undersigned Seller hereby gives MLSMOVES the Exclusive Agency to facilitate the sale or rental of the aforementioned property for the above price unless altered by said Seller and on the terms and conditions set forth herein. Exclusive means that you will not be listing the property with any other office besides MLSMOVES, therefore, the aforementioned agency is the only brokerage authorized to market your property on MLS. However, the Seller still retains the right to sell the property by owner. Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer License Disclosure Form and understands that the Broker will provide customer level service to the Seller, but does not represent the Seller and has no duty to hold confidential information provided by the Seller. Acting as facilitator, the Broker will not advocate for the interest of any party, unless otherwise indicated in writing. The Broker is not required to offer opinions regarding the strategy or matters directly to the transaction or regarding anyone's financial interest.

\*\*The Broker agrees to enter all listings into MLS after we receive the following items: payment, signed Massachusetts Consumer License Disclosure Form, signed Facilitator Exclusive Listing Agreement, and the appropriate property Listing Input Form. **The list date entered above on this agreement will be the date your property is listed.** Please allow lead time for forms submission.

The Broker will be acting as a "Facilitator". The undersigned Seller grants the Broker authority to list the property on the Multiple Listing Service (MLS) and in doing so the Seller agrees to offer compensation to Buyer Agents. Due to liabilities to you, the Seller, it is our company policy not to offer compensation to "Subagents" also known as "Sellers Agents" as defined in the Massachusetts Mandatory Consumer License Disclosure Form. This will not limit your exposure.

✓ The Broker, MLSMOVES, will be compensated a Flat Fee of (check one):

\_\_\_\_\_ \$95 Basic/Bronze Package;  
(3 month listing)

\_\_\_\_\_ \$195 Premium/Silver Package;  
(6 month listing)

\_\_\_\_\_ \$295 Gold Package  
(12 month listing)

Flat Fee compensation must be received prior to listing property on MLS.

✓ Additionally, (check one) \_\_\_\_\_ 2% \_\_\_\_\_ 2.25% \_\_\_\_\_ 2.5% \_\_\_\_\_ 2.75% \_\_\_\_\_ 3.0% \_\_\_\_\_ other % of the sale price as the commission rate to be paid to the buyer's brokers office as an additional fee if any real estate agent procures a Buyer who purchases the said property.

✓ RENTAL: \_\_\_\_\_ 1 month rent \_\_\_\_\_ ½ month rent \_\_\_\_\_ Tenant pays commission \_\_\_\_\_ Zero \_\_\_\_\_ Other

Seller may also terminate this agreement at any time (with the exception of during the time that an offer is being procured, negotiated, or agreed upon) and without penalty by notifying MLSMOVES in writing via email or postal mail. However, the flat fee paid is non-refundable. Once a termination request is made by Seller and received by us, the listing will be cancelled within one business day. If Seller decides to re-list with a full service brokerage, the listing with MLSMOVES must be cancelled first.

Nothing in this Agreement prevents the Broker, or an agent affiliated with the Broker from representing a buyer as a Buyer's Agent for the purchase of the Property. In such case, although the Broker will have no agency relationship with the Seller, the Broker will represent the Buyer, owe the Buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability. In such instance, the Broker will not be a neutral party but will put the Buyer's interests first and negotiate for the best price and terms for their client, the Buyer. The Broker will notify the Seller in writing if such a situation arises.

It is specifically understood and agreed that if no real estate agent is involved in the sale of said property you, the Seller, will not owe anyone a commission. MLSMOVES will offer a money back guarantee if the Seller would like to cancel with MLSMOVES and re-list with our full service agency or one of our affiliates. In order to get this refund, the Seller must notify us in writing and we will make the referral. Upon their acceptance of our referral in writing, and the successful closing and recording of deed through the referred agency, you will receive a full refund equal to the money paid for our MLS flat fee listing service by a corporate refund check.

All terms within this agreement apply to all listings to include residential, commercial and rental properties.

**Please read and understand this information. It is important that you understand what is required of you and what you agree to.**

**Per the rules and regulations of MLS, our sellers must follow strict protocol. Failure to follow and abide by MLS Rules & Regulations will be subject to the removal of your property from MLS.**

- **MLS strictly prohibits the use of signs that say FSBO, For Sale By Owner, or By Owner. You cannot display this type of signage when your property is listed on MLS.**
- **When you accept a written offer, or a Contract to Purchase, you must notify MLSMOVES immediately and supply the sale price, closing date, and buyer agent / brokerage name. This information will not be made public. Your listing will be flagged as Under Agreement in MLS.**
- **Do not wait until the Purchase & Sales Agreement is executed to notify us that you have reached an agreement with a buyer.**
- **If an agent calls to show your property after you have an accepted offer, you must not tell the agent you have an accepted offer if you haven't notified us about the deal.**
- **Telling an agent that an offer has been accepted before it has been reported to MLS is treated the same as refusing to show the property. Thus, the buyer's agent may report this information to MLS and MLS may issue a monetary fine for not flagging the listing Under Agreement as soon as offer is executed.**
- **MLS requires all brokers to "close out" listings on the day of closing. Therefore, on the day of closing you must notify MLSMOVES in writing via email to confirm the final sale price, the actual closing date, and the buyer's agent's name and brokerage name.**

✓ SIGNATURES: In Witness Whereof, the Seller and MLSMOVES have hereunto set their hands and seal as of the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Barbara Wallis  
Broker Signature

Barbara A. Wallis  
Broker Printed Name

✓ \_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Seller Printed Name

✓ \_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Seller Printed Name