

# Flat Fee MLS Listing Agreement

1. This agreement is dated \_\_\_\_\_ between \_\_\_\_\_ (Broker) and Property Owner (Seller) \_\_\_\_\_
2. Seller desires to list the following property (herein the Property) for sale in the MLS:  
Address: \_\_\_\_\_ County of: \_\_\_\_\_
3. The Listing price of the property and all improvements that are offered for sale shall be \$ \_\_\_\_\_. Seller is solely responsible for determining the appropriate listing price. Seller reserves right to amend the listing price; any changes to listing price will be submitted in writing to Broker and signed by seller. Once Broker has signed authorization to change list price it will be submitted to MLS.
4. This professional service agreement shall commence on the date accepted by Broker and shall expire at midnight on the 180th day after that date.
5. Under this agreement, the Seller can sell his/her property himself/herself to any Buyer not procured by a participating Realtor, in which case no Buyers Agent commission is due or payable under section 9 below.
6. In consideration of this professional service agreement, Broker agrees to:
  - A) List the Property in the \_\_\_\_\_ Multiple Listing Service (MLS).
  - B) Authorize MLS to display Sellers listing at Realtor.com.
  - C) Authorize the MLS Staff to take a photo of the property to include in the MLS Listing.
7. **Termination:** There is no termination fee in the event the seller decides to withdraw their property from the market by giving written notice to Broker at any time there is not then a contract pending on the Property involving a buyer who was procured by a participating Realtor. A refund will only be provided if Broker does not accept this agreement or this service is cancelled before the listing is submitted to the Multiple Listing Service (MLS). You will be provided with a copy of the MLS listing. Seller may not terminate this agreement while the property is under contract. If this agreement expires while the property is under contract sellers obligation to pay the Buyers Agent commission below shall survive termination and continue until the closing when the said Buyers Agent Commission is payable. Seller must pay said Buyers Agent Commission if within thirty days after listing expiration date or termination the seller enters into a contract to transfer the property to any buyer who was shown the property by a cooperating agent during the term of the listing contract.
8. **Personal Property included in the sale (i.e. appliances):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Seller agrees to pay Broker a professional listing fee of \$ \_\_\_\_\_ for the above services. This fee is earned, due and payable in full upon the execution of this agreement by Seller. Should a participating Realtor, including Broker, procure a buyer who is ready, willing and able to purchase the above described property at the listed price or at another price acceptable to the Seller, Seller agrees to pay a selling agent (herein referred to as the Buyers Agent commission) professional fee of \_\_\_\_\_% based upon the agreed sales price of the property. Any changes to that Buyers Agent Commission offered must be submitted in writing and signed by seller and any such changes will not be effective until submitted to the MLS for revision.
10. **NOTICE TO SELLER:** Broker will NOT negotiate or review the Seller contract or consult in regard to the sale of the above property.
11. Seller agrees that the responsibility for the care and custody of said property shall not be Broker's and Broker shall not be liable to Seller for any damages, which may occur to said property. Seller shall make arrangements for any and all showings of property by appointment only with buyers or to provide a lockbox at sellers expense to make the property available at seller's sole discretion. Broker shall be held harmless for any and all liability, claim, judgment, obligations or demands, including reasonable attorney fees, arising as a result of the sellers' use of a lock box, or the actions of potential customers or selling agents.
12. Seller agrees to notify Broker within 24 hours of the date when a contract is executed and becomes a pending sale and the date when the property closes. The failure to do so may result in a \$200.00 fine to Broker, which will be charged to the Seller. The seller must also provide Broker with a copy of the executed contract along with any and all addenda and amendments (if any) and written verification by the escrow agent that all required deposits have been paid and a copy of the closing documents (HUD statement). If any inspections are made a copy of the inspection report shall be supplied. The name and phone number of the settlement agent or attorney shall also be provided to Broker at least 24 hours prior to closing.
13. **NO GUARANTEE:** Seller understands that this agreement does not guarantee the sale of the property.
14. Seller agrees that under the Fair Housing Act, Seller may not ask or expect the sale of Seller's property to be restricted according to race, color, creed, religion, sex, handicap, familial status, age or national origin.
15. In connection with any litigation arising out of this contract, the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees for services rendered in connection with such litigation, including appellate proceedings and post judgment proceedings.
16. **Marketable Title Clause:** Seller warrants and represents that no later than time of closing, he/she shall be able to convey marketable title to the property. In the event the transaction fails to close, because Seller is unable to convey marketable title, then Broker shall be entitled to the full professional fee. Further, in the event the transaction fails to close because of failure or inability of Seller to bring the property up to local governmental code requirements, then Broker shall be entitled to the full professional fee.
17. The person signing this agreement warrants and represents that he/she is properly authorized to enter into this agreement. A signature transmitted by telefax shall be deemed to have the same effect as an original signature. This agreement shall be binding on all heirs, successors, assigns, and personal representatives of the Sellers.

18. Seller specifically acknowledges and represents that there are no facts materially affecting the value or desirability of the property, including but not limited to any violation of any local government code. Whether or not said facts are readily observable, the Seller is under a duty to disclose said facts to the buyer and to Broker. Seller has fully reviewed this agreement and warrants the accuracy of all information. Seller agrees to indemnify and to save and hold harmless Broker and those relying on information contained in this agreement for and against damages resulting from any inaccuracy and/or the Seller's failure to disclose any information. Seller has not disclosed to Broker any defects except as set forth herein. . Latent Defects: seller agrees that where seller knows of or becomes aware of facts materially affecting the value of the Property, seller is under a duty to disclose said facts both to the buyer and to the realtor. If seller knows of or becomes aware of such facts, he/she shall set them forth in writing on the following defect disclosure section. Seller agrees to indemnify and hold harmless listing agent and Broker and those relying thereon for damages resulting from the inaccuracy of said information and from OWNER'S failure to disclose any facts materially affecting the value of the Property. This duty shall continue through to date of closing. LIST DEFECTS, DISCLOSURES, ADDITIONAL PROVISIONS, ETC.: (If none, so state)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 19. Seller has reviewed and understands the Broker Relationship Notice set out below.
- 20. Seller understands and agrees that Broker shall Not act as an escrow agent in connection with the sale of the listed property, unless Broker or it's agents provide the buyer.
- 21. Seller agrees to state honestly the dimensions, characteristics and condition of the property to be entered into the multiple listings to the best of their knowledge, Broker assumes no liability at all for inaccuracies errors or misstatements made by seller. Broker does not conduct any survey of property to verify accuracy of any information provided to it by seller and is not to be held responsible for the accuracy of the information. Seller has reviewed the information shown on this agreement and the data input forms provided to Broker and hereby acknowledges it to be true and correct.
- 22. Seller may add to or change the information or pictures contained in the listing two times without charge, any additional change or supplement will be processed for an additional Listing Change Fee of \$25 per change request to be paid in advance along with the request for such a change (this charge shall not apply to a change in status to pending, sold, or withdrawn). All changes must be requested in writing and signed by seller and delivered to listing agent. (Facsimile copies are accepted) along with payment of said fee.

Accepted by Broker:		Accepted by Seller(s):	
X		Name: _____ X _____	
Name:		Name: _____ X _____	
Date:		Date: _____	
	<b>Broker Contact Information:</b>	<b>Seller Contact Information:</b>	
Name	_____	_____	
Address	_____	_____	
City, State, Zip	_____	_____	
Phone	_____	_____	
Fax	_____	_____	
E-mail	_____	_____	

Return by fax to \_\_\_\_\_

\*Fax to the office location you are using

**IMPORTANT NOTICE - Sign BELOW to Acknowledge Receipt of it**

**\_\_\_\_\_ LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.**

You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

**TRANSACTION BROKER NOTICE**

**\_\_\_\_\_ LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.**

As a transaction broker, The Company provides to you a limited form of representation that includes the following duties:

1. **Dealing honestly and fairly;**
2. **Accounting for all funds;**
3. **Using skill, care and diligence in the transaction;**
4. **Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the Buyer;**
5. **Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;**
6. **Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the Seller will accept a price less than the asking or listing price, that the Buyer will pay a greater price than the price submitted in a written offer, of the motivation of the any party selling or buying property, that a Seller or Buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and**
7. **Any additional duties that are entered into by this or by separate written agreement.**

Limited representation means that a Buyer or Seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both Buyer and the Seller, but the licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

**\_\_\_\_\_  
Signature**

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