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Professional Services MLS Agreement Flat Fee Listing Contract



Print this form out from your Web browser, fill it in completely & fax to us at: (561) 477-2465 or if busy try (561) 218-6002



1.) THIS AGREEMENT IS DATED BETWEEN REALTOR (DOUGLAS ADDEO) & COMMUNITY REALTY HEREAFTER KNOWN AS THE COMPANY AND PROPERTY OWNER (S)

HEREIN THE SELLER (S).

2.) SELLER DESIRES TO LIST THE FOLLOWING PROPERTY (herein the Property) FOR SALE IN THE (MLS) MULTIPLE LISTING SERVICE: 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 (OR THE DATE ACCEPTED BY THE COMPANY) AND SHALL EXPIRE ON (the end of the 6 month period or less if you desire to be completed by the Company upon acceptance if left blank, or up to 12 months for Premium listing service plan)

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, COMPANY AGREES TO:

BASIC 6 MTH LISTING (\$188.00) CHECK HERE

A) LIST THE PROPERTY IN THE (your local MLS) MULTIPLE LISTING SERVICE (MLS). WITH UP TO 6 IMAGES PROVIDED BY SELLER

B) CAUSE AN AD TO BE PLACED ON THE INTERNET AT REALTOR.COM.

PREMIUM LISTING 12 MONTH SERVICE (\$298.00) CHECK HERE

LOCKBOX INCLUDED YES NO SIGN INCLUDED YES NO

***includes all of above and upon request services that follow

C) PROVIDE COMPARATIVE MARKET ANALYSIS OF PROPERTY (BY AVAILABILITY OF MLS SYSTEM)

D) PROVIDE FLORIDA CONTRACT AND DISCLOSURE FORMS NEEDED TO SELL PROPERTY.

E) UP TO 16 PHOTOS INCLUDED IN MLS LISTING DISPLAY AS MLS ALLOWS (WE WILL DIGITALLY SCAN THE PHOTOS FOR FREE IF YOU DESIRE, YOU PROVIDE PHOTOS)

F) CALL BROKER ANYTIME WITH QUESTIONS , TOLL FREE NUMBER AVAILABLE FOR LONG DISTANCE CUSTOMERS.

G) 10% DISCOUNT ON ANY ADDITIONAL SERVICES.

H) LISTING PERIOD UP TO 12 MONTHS FOR PREMIUM LISTINGS

ADDITIONAL SERVICES AVAILABLE BY REQUEST (THESE SERVICES CAN BE ORDERED ANY TIME)

1. NEGOTIATE WITH REALTORS AND OR PURCHASERS AND WRITE UP CONTRACT AND ADDENDA FOR YOUR SALE. 399.00

2. CIRCLEPIX VIRTUAL TOUR WITH FIVE INCLUDED VIRTUAL SCENES 169.00

3. PURCHASE COMBINATION LOCKBOX (SHIPPING INCLUDED) 49.00

4. LEASE ELECTRONIC LOCKBOX (SECURITY DEPOSIT REQUIRED OF 99.00, CHECK FOR AVAILABILITY) 69.00

5. REAL ESTATE SIGN (SHIPPING INCLUDED) \$35.00

7.) TERMINATION: THERE IS NO TERMINATION FEE IN THE EVENT THE SELLER DECIDES TO WITHDRAW THEIR PROPERTY FROM THE MARKET BY GIVING SIGNED WRITTEN NOTICE TO THE COMPANY 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 THE COMPANY DOES NOT ACCEPT THIS AGREEMENT OR THIS SERVICE IS CANCELLED BEFORE THE LISTING IS ENTERED INTO THE MULTIPLE LISTING SERVICE (MLS). LISTING BROKERAGE RESERVES THE RIGHT TO APPROVE AND THEREBY ACCEPT ANY AND ALL LISTINGS SUBMITTED TO COMPANY. 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 NINETY 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 (PLEASE LIST ALL APPLIANCES INCLUDED, IE, REFRIGERATOR, RANGE ETC _____

9.) **LISTING FEE** : SELLER AGREES TO PAY THE COMPANY A PROFESSIONAL LISTING FEE OF (CHECK ONE) (\$188.00 _____) FOR BASIC SERVICE PLAN OR (\$298.00 _____) FOR THE **PREMIUM LISTING SERVICE**. THE FLAT FEE IS EARNED, DUE AND PAYABLE IN FULL UPON THE EXECUTION OF THIS AGREEMENT BY SELLER.

****THE SELLING AGENT COMMISSION OFFERED:** SHOULD A PARTICIPATING REALTOR, INCLUDING COMPANY, 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 THEN **SELLER AGREES TO PAY A SELLING AGENT (HEREIN REFERRED TO AS THE COOPERATING OR BUYERS AGENT COMMISSION) A PROFESSIONAL FEE OF ** ((_____ %)) BASED UPON THE AGREED SALES PRICE OF THE PROPERTY.** THE SELLING AGENT (OR BUYERS AGENT) COMMISSION OFFERED IN LISTING BY LISTING BROKERAGE ON BEHALF OF SELLER(S) SHALL BE PAYABLE TO LISTING BROKERAGE AND THEN **PAID IN FULL** TO THE COOPERATING SELLING AGENT (OR BUYERS AGENT) WHO PROCURES A BUYER(S) UPON SUCCESSFUL CLOSING OF TRANSACTION. (I.E. IF YOU OFFER 3.0% IN THE LISTING THE COOPERATING AGENT WILL BE PAID THE FULL 3.0% AT CLOSING). THE **COOPERATING AGENT MUST BE PAID IN FULL** THE COMMISSION OFFERED IN LISTING IF THEY ARE THE PROCURING CAUSE OF THE SALE. ANY CHANGES TO THE 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.) SELLER AGREES THAT THE RESPONSIBILITY FOR THE **CARE AND CUSTODY** OF SAID PROPERTY SHALL NOT BE COMPANY'S AND COMPANY 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 WITH BUYERS AND BUYERS AGENTS. IF DESIRED SELLER WILL PROVIDE A LOCKBOX AT SELLERS EXPENSE TO MAKE THE PROPERTY AVAILABLE AT SELLERS SOLE DISCRETION. THE COMPANY 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.

11.) SELLER AGREES TO GIVE **NOTICE TO COMPANY WITHIN 24 HOURS** OF THE DATE WHEN A CONTRACT IS EXECUTED (SIGNED BY BOTH PARTIES) AND BECOMES A PENDING SALE AND THE DATE WHEN THE PROPERTY CLOSES. THE FAILURE TO DO SO MAY RESULT IN A POSSIBLE FINE TO THE COMPANY, WHICH WILL THEN BE CHARGED TO THE SELLER. KEEPING A PROPERTY IN AN ACTIVE STATUS IN MLS WHEN A CONTRACT HAS BEEN EXECUTED (SIGNED BY BOTH PARTIES) IS STRICTLY PROHIBITED BY MLS RULES COMPANY MUST ADHERE TO. IT IS EXTREMELY IMPORTANT THAT COMPANY IS NOTIFIED OF PROPERTY STATUS CHANGE, FAILURE TO NOTIFY COMPANY OF STATUS CHANGE IN A TIMELY MANNER MAY CAUSE LISTING TO BE CANCELLED TO AVOID FINES AND PENALTIES IMPOSED BY MLS. THE SELLER MUST PROVIDE THE COMPANY WITH A COPY OF THE EXECUTED CONTRACT ALONG WITH ANY AND ALL ADDENDA AND AMENDMENTS (IF ANY). SELLER WILL AUTHORIZE WRITTEN VERIFICATION BY THE ESCROW AGENT THAT ALL REQUIRED DEPOSITS HAVE BEEN PAID, AND A COPY OF THE CLOSING DOCUMENTS (HUD STATEMENT) SUPPLIED TO COMPANY. IF ANY INSPECTIONS ARE MADE A COPY OF THE INSPECTION REPORT WILL BE SUPPLIED. THE NAME AND PHONE NUMBER OF THE SETTLEMENT AGENT OR ATTORNEY SHALL ALSO BE PROVIDED TO COMPANY AT LEAST 24 HOURS PRIOR TO CLOSING.

12.) **NO GUARANTEE:** SELLER UNDERSTANDS THAT THIS AGREEMENT DOES NOT GUARANTEE THE SALE OF THE PROPERTY.

13.) 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.

14.) **HOLD HARMLESS CLAUSE:** 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.

15.) **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 COMPANY 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 COMPANY SHALL BE ENTITLED TO THE FULL PROFESSIONAL FEE.

16.) 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.

17.) **PROPERTY DEFECTS:** 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 COMPANY. SELLER HAS FULLY REVIEWED THIS AGREEMENT AND WARRANTS THE ACCURACY OF ALL INFORMATION. SELLER AGREES TO INDEMNIFY AND TO SAVE AND HOLD HARMLESS THE COMPANY 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 COMPANY 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 COMPANY 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, SELLER TO COMPLETE A SELLER PROPERTY DISCLOSURE FORM)

18.) SELLER HAS REVIEWED AND UNDERSTANDS THE BROKER RELATIONSHIP NOTICE SET OUT BELOW.

19.) SELLER UNDERSTANDS AND AGREES THAT THE COMPANY SHALL NOT ACT AS AN ESCROW AGENT IN CONNECTION WITH THE SALE OF THE LISTED PROPERTY.

20.) 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, COMPANY ASSUMES NO LIABILITY AT ALL FOR INACCURACIES ERRORS OR MISSTATEMENTS MADE BY SELLER. COMPANY 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 COMPANY AND HEREBY ACKNOWLEDGES IT TO BE TRUE AND CORRECT.

21.) SELLER MAY APPEND OR CHANGE INFORMATION CONTAINED IN THE LISTING A MAXIMUM OF FOUR TIMES WITH NO CHARGE., SEVEN CHANGES ARE INCLUDED WITH PREMIUM LISTING. IF MORE THAN ALLOWED INCLUDED CHANGES ARE MADE TO LISTING A CHARGE OF \$25.00 WILL BE PAYABLE BY SELLER TO LISTING AGENT. ALL CHANGES MUST BE REQUESTED IN WRITING AND SIGNED BY SELLER AND DELIVERED TO LISTING AGENT. (FACSIMILE COPIES ARE ACCEPTED).

PLEASE SIGN BELOW IN TWO PLACES: ACCEPTED BY SELLER (S)

ACCEPTED BY THE COMPANY : COMMUNITY REALTY		ACCEPTED BY SELLER (S): ALL SIGNATURES OF TITLE HOLDERS REQUIRED	
X		X	DATE:
DATE:		X	DATE:
DOUGLAS ADDEO (BROKER)		X	DATE:
	COMPANY CONTACT INFORMATION:	SELLER CONTACT INFORMATION:	
NAME			
ADDRESS			
CITY, STATE, ZIP			
VOICE PHONE & FAX			
E-MAIL			

IMPORTANT NOTICE FLORIDA 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

FLORIDA 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.

X _____ **DATE** _____ X _____ **DATE:**

SIGNATURE SELLER(S)

SIGNATURE SELLER(S)