



Listing Contract



1. This Listing Contract [hereinafter Agreement], dated _____, is a professional service agreement between **List In MLS Realty, LLC** [hereinafter Company] and _____ [hereinafter Seller].
 2. The property to be listed is located at: Address: _____ City: _____
State: FL Zip: _____ County: _____ [hereinafter Property]
 3. This agreement shall commence on _____ and shall expire on _____ (usually one year).
 4. Under this Agreement, Seller can sell his/her property himself/herself to any Buyer not procured by a participating Realtor. In this event, no commission is due.
 5. Under this agreement, Company agrees to:
 - A) List the Property on the Multiple Listing Service [hereinafter MLS].
 - B) List the Property on Internet sites including, but not limited to: Realtor.com, Zillow.com, Trulia.com, etc.
 - C) Provide Seller a copy of the MLS listing.
 6. Termination: There is no termination fee in the event Seller decides to withdraw their Property from the MLS if Seller gives Company written notice and if there is not currently a contract pending on the Property involving a buyer who was procured by a participating Realtor. A refund will be provided if the Company does not accept this Agreement, or this service is cancelled before the listing is entered into the MLS.
 7. Seller agrees to pay Company a professional listing fee of **295.00** 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 Company, procure a buyer who is ready, willing, and able to purchase the property for \$ _____ or at a price acceptable to the Seller, Seller agrees to pay a professional fee of **2.5%** based upon the agreed sales price of the Property.
- Seller Initials: _____
8. Seller agrees that the responsibility for the care and custody of Property shall not be Company's and Company shall not be liable to Seller for any damages which may occur to Property. Seller hereby releases Company and those working through Company from all liability and responsibility in connection with any loss that may occur.
 9. No Guarantee: Seller understands that this Agreement does not guarantee the sale of the Property.
 10. 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.
 11. Marketable Title Clause: Seller warrants and represents that at the time of closing; he/she shall be able to convey marketable title to the Property.
 12. The person signing this Agreement warrants and represents that he/she is the Seller and is properly authorized to enter into this Agreement. A signature transmitted by fax shall be deemed to have the same effect as an original signature. This Agreement shall be binding on all heirs, successors, assignees, and personal representatives of the Sellers.
 13. Seller agrees to state honestly the dimensions, characteristics and condition of the property to be entered into the MLS to the best of their knowledge. Company assumes no liability 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 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.
- Seller Initials: _____
14. 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 hold harmless the Company and those relying on information contained in this Agreement for 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.
*LIST DEFECTS, DISCLOSURES, ADDITIONAL PROVISIONS, ETC.: (If none, so state and initial) _____
15. **SELLER ACKNOWLEDGMENTS:**
- Seller Initials: _____
- I. Company must operate in accordance with the Rules and Regulations of the MLS.
 - II. Photos and marketing remarks cannot be from a previous MLS listing with another Realtor.
 - III. The MLS requires at least one front photo for Residential listings. Photos cannot be from an online source.
 - IV. Price changes will be made in no less than 1% increments.
16. Seller agrees to notify Company within 24 hours of signing a contract for sale and provide Company with the contract date, closing date and name of the Buyers Realtor, if any.
 17. Seller agrees to notify Company with 24 hours of closing on the sale and provide Company with necessary information to close out the listing in the MLS. Required information includes sale price, type of financing, closing date, amount of seller concessions, if any and name and office name of buyers Realtor, if any.
 18. OPEN HOUSES - Seller acknowledges that advertising open houses in the MLS, is not included in the listing. At Sellers' discretion, Company will advertise up to 4 open houses in the MLS at a time for an additional fee of \$40. Seller will provide dates and times of open houses and make payment via Companies website. www.listinmls.com
- ☐ Installation and removal of List In MLS Realty, LLC "for sale" sign.....\$45 (Available in Lee County)
- ☐ Combination lockbox.....\$40 ☐ Electronic (Supra) lockbox.....\$95 (Available and Lee and Collier Counties)

Date: _____ **Seller:** _____

Date: _____ **Seller:** _____

Primary Telephone: _____ **2nd Telephone:** _____

Brokerage Firm Name: List In MLS Realty, LLC
Office: 239 936-LIST (5478)
Cell: 239-826-8037 E-mail: mark@listinmls.com

Principal Broker: Mark Hetrick
10600 Sharon Dr.
North Fort Myers, FL 33917

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, **List In MLS Realty, LLC.** 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 funds entrusted to the licensee.