

LIMITED SERVICE FLAT FEE MLS LISTING AGREEMENT

This Limited Service Flat Fee MLS Listing Agreement ("Agreement") is between

_____ ("Seller(s)")

and Cesar A. Ricalo, d/b/a: Home Broker Agent, a licensed real estate broker.

- PURPOSE:** Seller/Lessor desires to sell/rent the real property ("Property") described below and hereby exclusively engages Home Broker Agent as provided for below.
- TERM OF AGREEMENT AND MLS COVERAGE AREA:** Real Property will be listed in the Southeast Florida MLS/SEF MLS (Miami-Dade, Broward & Palm Beach Counties) for a period of 12 months, (properties for sale) and 6 months (properties for rent).

Seller/Lessor certifies that Seller/Lessor is legally entitled to convey the Property and all improvements and that property will be offered 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.

Termination date for the listing is the date that is 12 months from the day Property becomes active in the MLS (Multiple Listing Service) for a Property listed for sale and (6) months for a Property listed for rent.

3. DESCRIPTION OF PROPERTY:

- Real Property Street Address: _____

- Personal Property: Includes all improvements, fixtures and attached items.

- PRICE:** The Property is offered for sale/for rent at the following List Price. Seller/Lessor is solely responsible for determining the appropriate List Price.

Listing Price: \$ _____

5. BROKER OBLIGATIONS, AUTHORITY AND COMPENSATION:

- Seller/Lessor authorizes Home Broker Agent to place the Property in the MLS for a flat fee of \$_____ for the procurement of a buyer/ tenant. Seller/Lessor grants permission to Home Broker Agent to advertise the property through Realtor.com, Home Broker Agent web site and many other MLS syndicated web site and feeds. Seller/Lessor additionally grants permission to other brokers who are member of the MLS to advertise the property for the procurement of a buyer/tenant. Furthermore, Seller/Lessor authorizes Home Broker Agent to report to the MLS the listing information, including the listing terms, status of listing as required by the Association Board of Realtors, MLS Participants and Subscribers.
- The contact information entered in the MLS will be the contact information provided by Seller/Lessor to Listing Broker so cooperating agents/brokers can contact the Seller/Lessor directly. Home Broker Agent contact information may appear on other related advertisement as Home Broker Agent does not have control of third party web sites or has control over information which may appear on all other MLS related web sites.

6. SELLER/LESSOR OBLIGATIONS:

- a) The Seller/Lessor will be the contact person for any cooperating agent/broker interested in the Property.
- b) If any cooperating broker who is a member of the MLS procures a buyer/tenant for the Property, Seller/Lessor will compensate the cooperating broker a commission in the amount of _____% of the sale/rental price.
- c) Seller/Lessor may sell/lease Property to any buyer/tenant not procured by a cooperating broker, in which case no cooperating broker commission is due.
- d) Seller/Lessor agrees to the following:
 - 1) To not advertise the Property at an asking price that is lower than the MLS Listing Price
 - 2) To use a signs only on the Property when permitted by home owner's associations or governing authorities.
 - 3) To notify Home Broker Agent in writing within 24 hours of any and all changes affecting the status of the listing which may include: execution of contract, closing of contract, termination of sale/lease, change in list price or change in the cooperating commission being offered to cooperating brokers. Failure to comply with required notifications may result in the MLS listing being cancelled.
 - 4) Seller/Lessor will notify Home Broker Agent upon closing of sale/execution of lease the name of the cooperating agent and brokerage if any; date of sale/lease and the actual sale/lease price.
 - 5) Seller/Lessor agrees to make Property available for showing at all reasonable hours to all cooperating agents/brokers who are members of the MLS.
- e) Seller/Lessor understands that through this Limited Service Agreement; Home Broker Agent is only responsible for the listing of the Property and has no brokerage relationship with Seller/Lessor and therefore does not represent the Seller/Lessor in any capacity. Seller/Lessor is responsible for all legal responsibilities pertaining to the sale/lease of the listing which may include: scheduling showing appointments, negotiations, preparation of contracts and disclosures, etc. Seller/Lessor relieves Home Broker Agent(s) of any and all liability.

7. 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 **Home Broker Agent(s)** owe to you the following duties:

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

8. MISCELLANEOUS:

- a) The listing fee is fully earned and is non-refundable once the property has been processed and listed in the MLS.
- b) Seller/Lessor may cancel a listing at any time prior to the execution of an agreement, temporarily remove a listing or request changes to the listing by submitting a written request along with Seller/Lessor name, property address and the MLS ID Number of the listing. Home Broker Agent will have 48 hours excluding weekends and holidays to apply the changes to the listing. Seller/Lessor will be notified via email when changes to the listing are made.
- c) Seller/Lessor agrees to pay the listing fee within 24 hours after it has been active in the MLS. Notification of an active MLS listing will be sent via email to Seller/Lessor immediately after its submission into the MLS.
- d) Seller/Lessor grants the MLS participants and subscribers the right to reproduce and display Property photos. Furthermore, the MLS shall own the copyrights to all photos submitted for the listings.

9. SIGNATURES:

The undersigned person(s), entities or representatives acknowledges and certifies that they legally authorized to enter into this legal and binding agreement.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Print Name: _____ Date: _____

Signature: _____ Date: _____

Mailing Address: _____

E-Mail Address: _____

Contact Number: _____

Home Broker Agent
Lic. Real Estate Broker
Ph: 786-252-6890
Fx: 305-434-4025
E-Mail: support@homebrokeragent.com

How did you hear about us?
