

LISTING AGREEMENT
ALL SALES FINAL. NO REFUNDS

I, _____, [Customer Name], certify that I am the Owner of the Property listed below, or a legal agent acting on behalf of said Owner. I hereby agree to the following terms and conditions of this Listing Agreement:

1. PROPERTY ADDRESS: _____
2. COUNTY NAME: _____
3. OWNER NAME1: _____
4. OWNER NAME2: _____
5. BROKER: The Listing Broker (“Broker”) is MLSNOW REALTY, LLC.
6. LISTING TERM: This Agreement shall commence on: _____
{today’s date from the SERVER} and end on _____ Days from the date property is listed in the Multiple Listing Service. [End Date=30 days (Rental), 90 days (Basic), 180 days (Basic Plus and Silver), or 365 days (Gold Package)]
7. LIST PRICE: _____ (it is Owner’s sole responsibility to determine the price at which property will be offered for sale or rent. If you need pricing help, Broker can run area Comps for you for a fee under Rent-An-Agent.)
8. MLSNOW FEE AND CHARGES. No Listing-Agent Commission.
Owner agrees to pay the Broker fee in accordance with the Broker’s published rates for the services ordered herein by me. If paying by Credit Card, Owner hereby authorizes the Broker to charge his or her credit card on-file and agrees to pay the Bank or the Lender in full per my terms with the Lender. I understand that payment is due upon inception of this Agreement and additional charges may apply in accordance with this Agreement.
9. COOPERATING BROKERAGE COMMISSION:
 - a) Owner shall pay a commission of _____ (Commission % rate) of gross sales price to any licensed real estate agent or broker “Coop-Broker or Agent”) who procures a ready and willing purchaser for said property on the terms and conditions specified by me.
 - b) Owner also acknowledges that if the property is sold, granted, leased, optioned or otherwise transferred to any purchaser presented by a licensed real estate broker during the term of this agreement or within 6 month period of its cancellation or expiration, the Owner is still obligated to pay said Coop Broker a commission. However, Owner shall not be obligated to pay the Coop Broker commission, if seller has entered into a valid written listing agreement with another licensed real estate broker or firm.
 - c) Owner has the permission to sell the property to a purchaser who is not represented by a real estate broker. If the stipulations of section 4b. above have not been violated, Owner will not be required to pay any additional commission or fees to Broker.
10. OWNER’S RESPONSIBILITIES AND DUTIES:
 - a) Owner shall provide Broker with all pertinent information requested on the provided forms and must attest to the fact that all such information is true and accurate to the best of the Owner’s knowledge.

- b) Owner is responsible for any discrepancies or inaccuracies in the listing input form used to create listing in the multiple listing services (MLS). Upon receipt of a copy from the Broker, Owner shall review documents, make corrections or changes, if any, sign the form and fax it back to Broker within 24 hours. Broker is not responsible for the accuracy of the information provided to us. Any and all changes must be submitted in writing.
- c) Owner acknowledges that Broker is not acting as a full service real estate broker nor does Broker represent Owner or said property in such a manner. Rather, Broker is acting in capacity of a limited service real estate broker and has no obligation to Owner other than those specifically stipulated in this agreement.
- d) **UNLESS PURCHASED SEPARATELY HEREIN WITH A WRITTEN RECEIPT, OWNER HAS RESPONSIBILITY TO SETUP AND ARRANGE ALL SHOWINGS FOR SAID PROPERTY, PROVIDE ALL PERTINENT DISCLOSURES, NEGOTIATE ALL OFFERS WITH PURCHASER OR REAL ESTATE BROKERS, AND COORDINATE CLOSING AND TRANSFER OF PROPERTY WITH ALL CONCERNED PARTIES. OWNER ACKNOWLEDGES SELLING OF REAL PROPERTY MAY BE OF A COMPLEX NATURE AND IS ADVISED TO SEEK LEGAL COUNSEL OF A PROFESSIONAL ATTORNEY.**
- e) **Listing Updates and Photos:** Owner has the duty to notify Broker of any changes to the listing of said property he or she desires to make to include. "Change List Price", "Change Buyer-Agent Commission", "Description/Remarks", "Photos", etc. Owner must provide sufficient details for the Broker to update the multiple listing service (MLS) database either via online form on the website or via fax. Owner authorizes Broker to charge his credit card account on file an additional fee of \$25.00 per listing change.
- f) **Open House Announcements:** Owner has the duty to notify Broker anytime Owner wishes to announce an open house in the MLS. Owner must provide sufficient details for the Broker to update the multiple listing service (MLS) database either via online form on the website or via fax. Owner authorizes Broker to charge his credit card account on file an additional fee of \$25.00 per listing change.
- g) **Status Change:** Owner has the duty to notify Broker of any status change on said property within 24 hours of status change to include: ("Under Contract" when he or she accepts a contract for sale), ("Sold" - after he or she goes to closing and settlement), ("Active" if the contracts or the settlement does not go through), and ("Withdrawn" – if he or she wishes to withdraw the listing from the multiple listing service (MLS). Owner must provide sufficient details for the Broker to update the multiple listing service (MLS) database either via online form on the website or via fax. Owner authorizes Broker to charge his credit card account on file an additional fee of \$25.00 for each status change.

- h) **Late Fee and Non-Compliance**: A payment of \$250.00 per incident shall be made by Owner to Broker in the event of non-compliance with the Owner obligation to update the said property status. Sellers hereby agrees to pay any fees associated with the collection of this amount, including, but not limited to, reasonable attorney's fees.
- g) Owner must comply with all the laws, regulations, statues, ordinances, and any other regulations pertaining to the sale of the said property.

11. BROKER DUTIES:

Broker has the Owner's authorization to enter and to disseminate all information provided by Owner of said property via the local Realtor® MLS™ and all participating real estate web sites during the entire Term of this Agreement.

- a) Broker will comply with all the rules and regulations established by the MLS™ and all the laws relating to the sale of real property in the State which it is engaged to do business in.
- b) Broker will establish a limited agency relationship with Owner. Unless the Owner has purchased additional services with written evidence thereof, Broker has no obligation to market the said property (other than listing property on MLS™ and the Internet site(s)); Broker shall have no obligation to arrange appointments, show property, negotiate offers on seller behalf, act as escrow agent, nor coordinate closings. No other relationship expressed or implied shall be construed greater than that established by this Agreement.
- c) Broker is under no obligation to procure a purchaser for Owner's property. Broker is not charged with the custody of the property, or its content therein, nor the responsibility of its management, maintenance, upkeep, repair or condition.
- d) Unless the Owner has purchased Escrow Agent service with written evidence thereof, Broker shall not act as the Escrow Agent for any moneys on behalf of Owner or purchaser in the transaction for said property. Other than the fees and deposits required by this Agreement, Broker will not accept any other money from other properties to the transaction nor shall the Owner enter into a contract which states that Broker maintain an escrow account for earnest money or possession/performance escrows.

12. PROPERTY DISCLOSURE AND STANDARD FORMS:

- a) Owner acknowledges that there are or may be certain obligations to disclose defects in the property as required by law. Owner understands that these disclosures may be mandated by Federal, State, County, City or Local Laws or Ordinances. It is Owner's sole duty to establish these requirements and provide the necessary documentation to the purchaser.
- b) As a courtesy to the Owner, Brokers may provide one or more standard real estate forms similar to it website. Broker does not in any way guarantee the accuracy nor completeness of these forms, nor shall it be construed that these are the only forms necessary to comply with legal requirements, if any. Owner has the duty to provide prospective purchaser

or their agent with a Property Disclosure and/or any other disclosure documents legally required upon demand.

- c) Owner unconditionally releases Broker from any responsibility or liability in connection with use of these forms.
- d) Owner is advised to seek professional legal counsel regarding disclosure requirements and the compilation of standard forms provided by Broker.

13. FOR SALE SIGN & ADVERTISING:

- a) Owner may be provided with a yard/window “for sale” sign at extra charge. Owner understand that the “for sale” sign is a rental only for the duration of the term of this Agreement and Owner agrees to return the sign to Broker upon conclusion of the Term at his or her own expense. Owner must display the sign in a manner compliant to local rules regarding sign placement, if allowed at all.
- b) Owner shall not place any other “for sale” sign on the property during the entire term of this agreement.
- c) When provided, Owner agrees to place the supplied Broker Yard Sign with the listing Agent’s Name, telephone number on the “For Sale” sign for the duration of the Listing Term.
- d) Upon sale of the property seller shall place supplied “SOLD” rider on the sign. (in place of phone number rider is suggested)
- e) Owner agrees that any and all additional marketing and advertising must be reviewed and approved by Broker. At no cost to the Broker, Owner agrees to allow Broker to use Owner name and order details in its marketing, advertising and promotion of its services. Additional cost for use of logo in advertising shall be Broker’s expense.

14. LOCK BOX:

- a) Owner may use a key lock box provided by Broker for the entire term of this agreement for an extra charge. A key lock box is attached to an entry door of the property and holds a key allowing licensed real estate brokers access to the property for showings.
- b) Owner understand that the “Lock Box” is a rental only for the duration of the term of this Agreement and Owner agrees to return the lock box to Broker upon conclusion of the Term at his or her own expense. Owner must use the lock box in a manner compliant to local rules regarding lock box, if allowed at all.
- c) Terms and Provisions – Owner shall hold Broker, its agent, any MLS of which Broker is a participant harmless from any and all liability, claims, judgments, obligations, or demands against Broker or agent as a result of this service, but not limited to any and all liabilities and costs, including reasonable attorney fees incurred by Broker and/or agents as a result of using the lock box. Owner is advised by Broker on the safeguarding or removal of valuables now located within said property and the need to obtain personal property insurance through the Owner’s insurance company. If property is leased, Owner agrees to notify his tenant of the foregoing.

15. DISPUTES/ARBITRATION:

- a) In the event of a dispute between Broker and Owner arising out of this agreement or either parties' duties or obligations hereunder, the parties agree to submit the dispute to arbitration according to the rules of the American Arbitration Association and consent to have jurisdiction by over the matter by an Arbitrator located in Fairfax County, Virginia. In the event an award is entered against Brokers it is hereby agreed that Broker shall only be liable for damages up to the total fee paid by the Owner. The prevailing party shall also be entitled to recover costs including reasonable attorney fees, court costs and collection fees.
- b) In the event Broker is taken to arbitration by any licensed real estate Broker claiming a commission as the procuring broker for the Owner's property in accordance with this Agreement, Owner shall pay Broker the amount of any settlement plus all out-of-pocket costs and reasonable attorneys' fees, collections costs, within 5 business days.
- c) In the event Owner has agreed to be referred by a third party, Owner agrees to pay any referral fees assessed to Broker at settlement.
- d) In the event of a dispute, Owner agrees to not to make to any disparaging remarks whatsoever about the Broker or its principals to a 3rd party.

16. CANCELLATION AND REFUNDS:

- a) Owner hereby agrees that the flat fee charged by the Broker is non-refundable once the Property is listed in the MLS.
- b) Owner may withdraw listing at anytime and for any reason with a 48 hour written notice to the Broker.
- c) All Sales Final.

17. MONEY BACK GUARANTEE:

If the Owner desires to cancel this Listing Agreement and services of Broker in order to enlist the services of another “**full service real estate broker**”, AND Owner allows Broker to refer such a full service broker to the Owner and upon close of said property and receipt of a referral commissions by the Broker from the referred broker, **mlsNOW** shall refund to Owner the 100% of flat fee paid to list the said property herein.

18. ENTIRE AGREEMENT

Unless amended in writing, this Agreement contains the final and entire Agreement between the parties hereto regarding the subject matter hereof. Owner acknowledges that they have read this Agreement, including the any standard provisions attached hereto and agree thereby. Owner and Broker shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Agreement shall be construed in accordance with the state in which the Property is located. Receipt of a signed copy of this Agreement is hereby acknowledged.

WE THE UNDER SIGNED HAVE READ AND AGREE TO ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING THE STANDARD PROVISIONS ATTACHED HERETO. OWNER WARRANTS THAT HE/SHE HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT AND BIND ALL PARTIES WHO MAY HAVE INTEREST IN THIS PROPERTY. OWNER WARRANTS THAT ANY PRIOR AGREEMENT HAVE BEEN CANCELLED, TERMINATED OR EXPIRED AND NO OTHER AGREEMENT SHALL BE ENTERED INTO DURING THE ENTIRE TERM OF THIS AGREEMENT. OWNER AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, LOSSES, CAUSES OF ACTION, OR OTHER CLAIMS (INCLUDING ATTORNEY'S FEES AND COSTS) ARISING FROM THE LISTING OR SALE OF THE PROPERTY.

APPROVAL

IN WITNESS WHEREOF, the parties have executed this Agreement on this day _____ of _____, 20_____.

By: _____
Owner or Authorized Agent's Signature

Address: _____

SSN #: _____

By: _____
MLSNOW REALTY LLC, Authorized Agent