

BASIC SERVICE EXCLUSIVE BROKER MLS LISTING AGREEMENT

In consideration of this Exclusive Brokerage Listing Agreement ("Agreement") and the covenants contained herein, the sufficiency of which is hereby acknowledged by Moeller Realty Inc. hereinafter called Broker, and _____ hereinafter called Seller, we hereby jointly agree to the following:

1. **AUTHORITY TO SELL PROPERTY:** Seller hereby grants Broker the right to be the EXCLUSIVE Broker in the sale of the real and personal property (collectively "Property") described below, at the price and terms described below, beginning today (or the date payment is received) for a term of one year, unless extended by written agreement of Seller and Broker. Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the contract for sale and purchase. Seller reserves the right to sell the Property directly to a buyer without the assistance of any real estate licensee and, if successful, does not owe Broker a selling commission. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor or class protected by federal, state, or local law. Seller certifies and represents that Seller is the legal title holder and is legally entitled to fully convey the Property together with all improvements and all included personal property.

2. **DESCRIPTION OF PROPERTY:**

A. Property Street Address: _____

B. Legal Description: _____

C. Property Tax ID Number: _____

D. Personal Property Included: Seller agrees to offer for sale through the services provided by Broker the Property along with all improvements, fixtures and attached items. The personal property to be conveyed at the time of closing includes all permanently installed equipment, along with the drapery hardware, light fixtures, carpeting, and plants and shrubbery now installed on the Property, and such additional personal property and appliances as listed on the attached profile sheet, which shall all be transferred free of any liens and leases.

E. Occupancy: If the Property is currently occupied by a tenant, the lease term expires: _____

3. **PRICE AND TERMS:** The Property is offered for sale at the following List Price as either a cash purchase or a purchase involving conventional financing for which the buyer has been pre-approved by a Mortgage Lender (or on any other terms acceptable to Seller). Any changes to the List Price and Terms (or any other changes to the Listing) must be submitted to Broker in writing. Seller is solely responsible for determining the appropriate List Price and Financing Terms. A real estate appraiser can furnish Seller with a reliable estimate of the Property's market value.

A. List Price: \$ _____

B. **CLOSING COSTS:** Seller agrees, at Seller's expense, to provide for: (a) preparation of and delivery to the Buyer of the deed conveying an insurable title free and clear of all liens, except for encumbrances of record to be assumed by the Buyer as part of the purchase price and property taxes for the year of sale; (b) owner's title insurance policy plus title search fee and settlement fee; (c) state documentary stamps on the deed (0.70%); (d) Seller's attorney fee, if any; (e) recording fees for paid off liens of record. Seller's planned Closing Agent (Title Company or Real Estate Attorney) can furnish Seller with an exact estimate of these closing costs. Seller is not required to pay for any repairs or for a home warranty unless Seller agrees to do so in the Purchase Agreement.

C. **PRORATIONS:** All taxes for the current year, rentals, and the interest on any existing mortgages shall be prorated as of the date of closing.

SELLER (_____) (_____) (_____) acknowledges receipt of this page, which is Page 1 of 4

4. COMPENSATION:

A. Seller agrees to pay at the time of entering into this Agreement a nonrefundable service fee of \$360. This service fee charge is for placing the initial property information into the Gainesville Multiple Listing Service, Inc. ("GMLS") and on REALTOR.com. There is no fee charged for subsequent changes made to the information provided to the GMLS or for cancellation of the listing.

B. Seller agrees to pay a single commission of 3% of the total purchase price no later than the date of closing to a cooperating broker-member of the GMLS (which could be Moeller Realty Inc.) who introduces the Property to a ready, willing and able buyer pursuant to a written or oral agreement. Seller must pay the cooperating broker the 3% commission if, during the term of this Agreement or the Protection Period (which is within 60 days after this listing expires), Seller transfers or contracts to transfer the Property to a buyer introduced to the Property by the cooperating broker. In the event the Property is rented or leased by Seller in connection with a Lease Option Agreement, then Seller will pay the Selling Broker the 3% commission upon exercise of the option to purchase.

C. This Agreement permits Seller to sell the Property to a buyer who was not introduced to the Property or procured by a cooperating broker; and in that event Seller is not required to pay a real estate commission. In the event Seller procures their own purchaser, Seller has the duty to notify Broker in writing of the acceptance of any offer on the Property within 24 hours of such acceptance. A signed copy of the Sales Contract must be included with this notification to ensure Broker is able to comply with GMLS reporting regulations. Seller's failure to comply with this regulation will result in Fines from the GMLS, for which Seller is solely liable. Seller must also notify Broker in writing within 24 hours of the closing taking place, accompanied by a copy of the HUD-1 closing statement. Any fines assessed by the GMLS due to Seller's failure to notify within 24 hours must be paid for immediately by Seller upon notification of such a fine. Seller acknowledges that the selling of real property is a complex transaction and is advised to seek the advice of a local real estate attorney.

D. Seller will be the contact person for any cooperating broker who wants to present a Sales Contract or who has questions about the Property or the terms of sale. Seller has the responsibility to provide all pertinent disclosures, and coordinate the closing and transfer of the Property with all concerned parties. Seller acknowledges that the selling of real property is a complex transaction and is advised to seek the advice of a local real estate attorney. In the event Seller wants to upgrade the listing status to Full Service, Seller may do so by agreeing to pay Broker a commission of one percent (1%) of the purchase price at closing (for a total commission of 4%), in which event Broker will handle all negotiations and closing details and be the contact person for all cooperating brokers. In the event Broker is the Selling Broker than the total commission would be only 3%.

5. EARLY TERMINATION: At Seller's written request, Broker will unconditionally terminate this Agreement and Seller will pay no cancellation fee. However, Seller may not terminate this Agreement if an executed sales contract is in effect. If this Agreement expires while the Property is under contract, Seller's obligations under this Agreement continue through the closing and transfer of the Property. For sixty (60) days following expiration of this Agreement, any cooperating broker shall continue to be entitled to the 3% commission should Seller transfer the Property or any interest in the Property to a ready, willing and able prospect procured regarding the Property by that cooperating broker prior to the listing's expiration.

6. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Seller authorizes Broker to:

A. Show the Property to potential buyers and request buyers to obtain a "pre-qualification" letter from a recognized lender.

B. Advertise the Property as Broker deems advisable including advertising the Property on the Internet and in particular as a Showcase Ad on REALTOR.com.

C. Place the Property in the GMLS and to offer compensation of 3% of the total purchase price to cooperating brokers (including Moeller Realty Inc.) who are members of the GMLS.

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- D. Report to the GMLS this listing information and price and to report to the GMLS the terms and financing information on any resulting sale, for use by authorized Board/Association members, GMLS Participants and Subscribers.
- E. Operate as a Transaction Broker.
- F. Take photos of the Property for use in the GMLS, on REALTOR.com, and for advertising flyers.
- G. Advertise the Property nationwide on the major home selling websites, including Zillow, CyberHomes, Google Base, Yahoo, Oodle, Craigslist, HotPads, Kijiji, GainesvilleSun, and Trulia.
- H. Feature the Property as an Enhanced Showcase Ad on REALTOR.com with full property description and multiple photos.
- I. Install Broker's For Sale sign on the Property with Broker's web address and phone number.
- J. Provide Seller a double-sided Home Marketing Flyer in PDF format.
- K. Provide Seller a detailed list of current listings and recent sales in the neighborhood.
- L. Keep Seller up to date on any new listings or price changes in the neighborhood.
- M. Review closing statement (HUD-1) with Seller prior to the closing at Seller's request.
- N. Provide unlimited free changes and price reductions to the GMLS listing, as submitted by Seller to Broker in writing.
- O. Make available to Seller a Supra GMLS approved electronic Lock Box (if desired) so cooperating brokers and their agents can show and access the Property. A lock box does not ensure the Property's security; Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and releases Broker, persons working through Broker, and the GMLS from all liability and responsibility in connection with any loss that occurs.

7. **SELLER OBLIGATIONS:** In consideration of the obligations of Broker, Seller agrees to:

- A. Cooperate with Broker in carrying out the purpose of this Agreement, including making the Property available to Broker to show during reasonable times.
- B. Refer immediately to Broker all inquiries from potential buyers regarding the Property transfer resulting from Broker's advertising or sign.
- C. Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property, and immediately upon Seller entering into a sales contract with a buyer procured by Seller.
- D. Provide Broker with all property information requested. Seller is responsible for any inaccuracies in the information provided to Broker. Seller understands that Broker does not conduct an investigation of the Property to verify the information provided by Seller and is not liable for any incorrect information. Broker shall provide Seller a copy of the GMLS Listing Sheet and Seller agrees to review the information and notify Broker in writing within 48 hours of receipt of any corrections needed to be made.
- E. Indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, which Broker incurs because of (a) Seller's negligence, representations, misrepresentations, omissions, actions or inactions; (b) the use of a lockbox; (c) the existence of undisclosed material facts about the Property; (d) a court or arbitration decision that a cooperating broker who was not compensated in connection with a transaction regarding this Property is entitled to compensation from Broker. This clause will survive the transfer of title.
- F. Perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
- G. Provide a Seller's Property Disclosure listing any and all facts that materially and adversely affect the Property's value and are not readily observable. Seller certifies and represents that Seller knows of no such material facts (including violations of governmental laws, rules and regulations, building code violations, unobservable defects, structural damage, fire damage, leaking roof, faulty furnace, termite infestation) other than those represented in Seller's Disclosure form and (if the Property was built in 1977 or earlier) a Lead Based Paint Disclosure form, as provided by Broker. Seller understands that the law requires the disclosure of this information

SELLER (_____) (_____) (_____) acknowledges receipt of this page, which is Page 3 of 4

to prospective buyers before the potential buyers become obligated to purchase the Property. Seller will immediately submit to Broker a modified Seller's Disclosure form which incorporates any and all material facts that come to be known after the signing of this Agreement.

H. Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

I. Include Broker's name ("Moeller Realty Inc.") and phone number (352-376-4471) and Web Address (SellGainesville.com) in any and all advertisements, flyers and signs. Seller agrees that Broker will be the only contact in all advertising. The only sign permitted to be used to advertise the sale of the Property shall be Broker's For Sale sign.

8. **DISPUTE RESOLUTION:** In the event any litigation arises out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

9. **ENTIRE AGREEMENT:** This is a legal and binding contract on all parties hereto, including their heirs, personal representatives, administrators, successors, and assigns. Seller and Broker acknowledge that this Agreement does not guarantee a sale and that there are no other agreements, promises or understandings either expressed or implied between them other than specifically set forth herein and that there can be no alterations or changes to this contract except in writing and signed by each of them. They also agree that this Agreement supersedes any prior agreement regarding the marketing of this Property. Broker makes no representations as to the legal or tax consequences of this Agreement or the sale of the Property. Broker is not charged with any responsibility or custody of the Property, its management, maintenance, upkeep or repair. **IF THIS CONTRACT IS NOT FULLY UNDERSTOOD, SELLER SHOULD SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.**

Seller's Signature: _____ **Date:** _____

Seller's Signature: _____ **Date:** _____

Seller's Signature: _____ **Date:** _____

Phone #s **Cell:** _____ **Home:** _____ **Work:** _____

Email Address1: _____ **Email Address2:** _____

Moeller Realty Inc.

Broker's Signature: _____ **Date:** _____

SELLER (_____) (_____) (_____) acknowledges receipt of this page, which is Page 4 of 4