

LOCAL REALTOR® MLS INPUT AUTHORIZATION/OPEN LISTING CONTRACT

I/We _____ (“Seller/Owner”) hereby hire and authorize Broker to whom this Agreement is submitted to input MLS information into the local REALTOR® MLS for the real property located at _____ in the City of _____ CA. _____ County of _____ (“Property”) commencing on ___/___/___, and expiring six months from this date unless Seller/Owner elects to cancel at no charge.

This listing contract may be extended at Seller/Owner’s request.

LIST PRICE: The list price is Fixed at \$ _____ or Variable (VRM) from \$ _____ to \$ _____

PERSONAL PROPERTY: The following items convey with the Property

ADDITIONAL TERMS:

COMMISSION: If Seller/Owner accepts an offer that was originated by a licensed REALTOR®/broker or agent. Seller/Owner agrees to pay that REALTOR®/broker or agent a commission for their services _____ % of the sales price, or a flat fee in the amount of \$ _____ for their services.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSION IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN SELLER AND BROKER.

REALTOR®-MLS LISTING FEE: The listing fee of \$395 is non refundable upon activation. It is unequivocally earned and due when the Property is listed on an MLS. Thereafter there are no refunds other than pursuant to the terms of the Guarantee which appear at www.forlessmls.com.

EQUAL HOUSING OPPORTUNITY: Seller/Owner warrants the Property is offered in compliance with federal, state and local anti-discrimination laws.

LOCK BOX: A lock box is designed to hold a key to the property to permit access by cooperating Brokers, MLS participants, their authorized licensees and representatives, and accompanied prospective buyers. Cooperating brokers, MLS and Association/Boards of REALTORS are not insurers against theft, loss, vandalism, or damage attributed to the use of a lock box. Seller/Owner is advised to verify the existence of, or obtain, appropriate insurance. If Seller/Owner does not occupy the Property, Seller/Owner shall be responsible for obtaining occupant(s)’ written permission for use of a lock box. If Seller/Owner agrees to the use and fee for the lock box, Seller/Owner acknowledges sole responsibility for its return.

MULTIPLE LISTING SERVICE: Information about the Property will be provided to the REALTOR® MLS provider for an area in which the Property is located. Including, price, terms, specifications. Seller/Owner and Broker must comply with all applicable MLS provider rules and regulations. Broker or its service providers are not responsible for information published by sources other than Broker.

MANDATORY MLS UPDATES: Seller/Owner is required to advise Broker within 24 hours of any changes in regard to availability, acceptance of offer, close of escrow, transfer or sale. Broker reserves the right to withdraw said listing from the Realtor® MLS if Seller/Owner refuses to comply with the local MLS rules and regulations or for non payment of the listing fee. Seller/Owner is responsible for accuracy for all information for misuse of remarks or false information to the public.

AGENCY: Seller/Owner acknowledges that Seller/Owner and Broker have no agency relationship. The relationship between Seller/Owner and Broker if implied is limited to this “open listing” only for the purpose of a relationship and the local MLS provider. Any relationship between Seller/Owner and Broker either passive or implied in this contract or transaction herein expires upon acceptance of offer, sale, transfer or cancellation of the Property.

RELEASE: Seller/Owner hereby indemnifies, releases and holds harmless without recourse, Broker, its agents, service providers, employees and owners for all legal torts, legal actions, claims, liability, loss, damage, cost, expense, including any attorney’s fees, awards, fines or judgments or any other loss regardless whether such acts are either active or passive in reference to sale, transfer and or the open listing information in reference to the Property and or for services provided by Broker.

MISCELLANEOUS: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assignees, heirs, executors and representatives, except that this Agreement may

not be assigned by Seller/Owner without the prior written consent of Broker. Any provision of this Agreement which is illegal, invalid, prohibited or unenforceable shall be ineffective to the extent of any such illegality, invalidity, prohibition or unenforceability and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted without invalidating or impairing the remaining provisions hereof. In connection with any litigation or dispute arising out of this Agreement or the listing created hereby, Broker or its agents shall recover all costs incurred including all attorneys' fees and costs by charge to Seller/Owner's credit card which by their signature they hereby authorize. Seller/Owner agrees that before he seeks to charge-back any charges made to a credit card in connection with this Agreement whether for Broker's listing fee, commission, other fees or otherwise, he shall as preconditions first notify Broker by certified mail, return receipt requested, addressed to 4137 N. Hermitage Avenue, Chicago, Il. 60613, of his desire and then discuss the same with Broker. If such preconditions are met, a chargeback is attempted and Broker obtains initial re-crediting of the chargeback, Seller/Owner's credit card shall be charged \$500 for each chargeback which by his signature he hereby irrevocably authorizes. If such preconditions are not met and a chargeback is attempted, Seller/Owner's credit card will be charged \$500 for each chargeback which by his signature he hereby irrevocably authorizes. Faxed signatures shall be deemed original signatures hereon and on all notices provided pursuant hereto.

I/We acknowledge that I/We agree to all terms and I/We have read and fully understand this agreement.

Dated ___/___/___, 200__ **in the City of** _____, **California**

Printed Name _____ **Printed Name** _____

Signed _____ **Date** ___/___/___ **Signed** _____ **Date** ___/___/___

(Note: All legal owners of the Property must sign)