

RESIDENTIAL REAL ESTATE LISTING AGREEMENT

Exclusive Agency - Limited Service

Seller(s): _____ Day Ph: _____

Address: _____ Eve Ph: _____

City, State, Zip _____ Cell Ph: _____

Email: _____ Fax: _____

1) Seller hereby appoints undersigned Broker (hereinafter referred to as "Broker") as Exclusive Agent to list the property identified below in the Multiple Listing Service (MLS) and Realtor.com for the listing price stated herein. Broker's services and obligations are limited to providing a listing on MLS and Realtor.com, and authorizing other Realtors to show the property to Buyers as Buyer's Agents. Broker will instruct Buyer's Agents to deal with Seller direct, and Seller will be responsible for all disclosures, negotiations, contracts and other paperwork. Broker may provide additional services for an additional fee.

2) Property Address _____
City _____ County: _____ State: Texas Zip: _____

3) Listing Price
Seller instructs Broker to market the Property for the gross sales price of \$ _____ (listing price). Seller will pay all typical closing costs charged to Sellers of residential real property in Texas.

4) Listing Term
This listing begins on _____ and ends at 11:59 p.m. on _____
Seller may cancel this listing at any time upon written notice; however, all Broker's fees are non-refundable.

5) Broker's Fee
Seller agrees to pay Broker a flat fee of \$399 upon the Property being listed on an MLS. Broker's fee is unequivocally earned and due when the Property is listed on the MLS. Thereafter there are no refunds other than pursuant to the terms of the Guarantee which appear at www.forlessmls.com. In addition, Seller agrees to pay a 3% Buyer's Agent commission to any agent, including Broker, who procures a Buyer who is willing and able to purchase the property and enters into a purchase contract for the list price or any other price acceptable to Seller. If Broker refers a Buyer to Seller (other than a Buyer obtained through Realtor.com), and Seller shows the property instead of Broker, then the 3% Buyer's Agent commission due to Broker shall be reduced to 1%. The Buyer's Agent commission shall be paid at closing. Seller is aware that all commission rates are negotiable.

6) Access to Property and Seller contact information in MLS
 Broker will place an electronic memory keybox on the property. Electronic Memory Keybox is the property of Broker, and may be removed by Broker at any time after an offer is accepted.
 Seller will place a combination keybox on the property. Keybox combination is _____
 Seller does not want a keybox.

Showing instructions:
 Show any time - no appointment required; "courtesy call" to inform Seller of planned showing.
 By confirmed appointment only with Seller.

Contact telephone number(s):
For agents to call for showings when not using Call Service (maximum one): _____
For Call Service to contact to inform of showings: _____
For all agent questions, disclosures, offers, etc: _____

Special instructions _____

Initialed for Identification by _____ Broker/Associate and _____, _____ Seller(s)

7) Multiple Listing Service (MLS) Rules and Regulations

Broker is licensed by the State of Texas, and is a member of MLS, and subject to MLS rules, regulations, and information reporting requirements as well as subject to serious penalties for noncompliance. Seller agrees to assist Broker in complying with all such rules, regulations, and reporting requirements by:

- a) Notifying Broker within 24 hours, regardless of weekends, Sundays and Holidays, upon entering into a contract for sale the property, and upon closing the transaction. Notification by email is recommended to give Seller a record that Broker was notified.
- b) Entering Broker's name as Listing Agent on any contract and all applicable paperwork submitted to the title company or escrow agent, whether or not Broker is due a commission.
- c) Informing Broker of the name, address, and telephone number of the title company selected to handle the closing upon entering into a contract.
- d) Informing Broker of the name and telephone number of any agent representing a Buyer upon entering into a contract.
- e) Supplying Broker with a copy of the HUD-1 Settlement Statement from the title company upon closing.

Seller hereby authorizes the title company handling the closing of the property to provide Listing Agent and/or Broker a complete copy of the HUD-1 Settlement Statement upon closing. Seller agrees to pay all MLS penalties, fines, and any other costs that Broker may incur as a result of Seller's noncompliance with this paragraph, including but not limited to, a fine of \$50 per day that information is not reported within MLS deadlines, plus \$50 to \$100 per violation. Notwithstanding when any fine is actually imposed by MLS as a result of Seller's noncompliance, Seller agrees to pay Broker a minimum of \$50 per day beginning with the 3rd calendar day after a contract is entered into or closed, but not reported to Broker.

8) Agency Relationship and Intermediary Status

Broker will exclusively represent Seller in the sale of the Property. However, Seller desires Broker to show the Property to interested prospective buyers that Broker represents. If a prospective buyer that Broker represents wishes to purchase the Property, Seller authorizes Broker to act as an intermediary with no appointments. Broker will not appoint specific associates to either Seller or the prospective buyer. Any associate(s) servicing the parties will act solely as Broker's intermediary representative(s). The associate(s) may facilitate the transaction for the parties but will not render opinions or advice during negotiations to either party.

NOTICE: If Broker acts as an intermediary under this paragraph, Broker and any of Broker's associates:

- may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- shall treat all parties to the transaction honestly; and
- shall comply with the Real Estate License Act

If Seller does not wish Broker to show the Property to prospective buyers that Broker represents, Seller shall notify Broker as such in writing.

9) Seller representations

- Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- Seller is not bound by a listing agreement with another broker for the sale, exchange or lease of the Property that is or will be in effect during this Listing;
- no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement
- there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;

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- the Property is not subject to the jurisdiction of any court
- all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

In addition, Seller promises to:

- complete any disclosures or notices required by law or a contract to sell the Property;
- amend any applicable notices and disclosures if any material change occurs during this Listing
- not enter into a listing agreement with another broker for the sale, exchange or lease of the Property to become effective during this Listing.

10) Limitation of Liability

Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including any damage or loss associated with the use of a keybox.

Seller agrees to indemnify, defend, and hold Broker harmless from any damages, costs, attorneys' fees, and expenses that are caused by Seller's failure to disclose any material or relevant information about the Property, and by Seller giving incorrect information to Broker, other brokers, or prospective buyers.

11) 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(s) 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 shall recover all costs incurred including all attorneys' fees and costs by charge to Seller(s)' credit card which by his/her/their signature he/she/they hereby authorize. Faxed signatures shall be deemed original signatures hereon and on all notices provided pursuant hereto. If Seller(s) is (are) in default of any section of this Agreement, Broker may cancel the listing and Seller(s) will not be entitled to a refund. Seller(s) agree(s) that before he/she/they seek to chargeback any charges made to a credit card in connection with this Agreement whether for Broker's fee, commission, other fees or otherwise, he/she/they shall as preconditions first notify Broker by certified mail, return receipt requested, sent to 4137 N. Hermitage Avenue, Chicago, Il. 60613, of his/her/their desire and then discuss the same with Broker by calling 773-248-4905. If such preconditions are met, a chargeback is attempted and Broker obtains initial re-crediting of the chargeback, Seller(s)' credit card shall be charged \$500 for each chargeback which by his/her/their signature he/she/they hereby irrevocably authorize. If such preconditions are not met and a chargeback is attempted, Seller(s)' credit card will be charged \$500 for each chargeback which by his/her/their signature they hereby irrevocably authorize.

12) ADDENDA AND OTHER DOCUMENTS:

Addenda that are part of this Listing and other documents that Seller may need to provide are:

Broker cannot give legal advice. Read this listing carefully. If you do not understand the effect of this Listing, consult an attorney before signing.

Broker:

Seller: _____

By: _____

Seller Signature _____

SSN or Tax ID: _____

Seller: _____

Seller Signature _____

SSN or Tax ID: _____