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## AGREEMENT TO MARKET PROPERTY THROUGH THE REALTOR MULTIPLE LISTING SYSTEM (Stellar MLS)

In consideration of the services provided by Thomas Hennerty dba; netrealtynow.com, (“Broker”) for listing \_\_\_\_\_’s (henceforth referred to as “Seller”) property located at \_\_\_\_\_ (henceforth referred to as “Property”) with the Realtor Multiple Listing System (MLS), the parties agree as follows:

1. **SELLING PRICE:** The Property and all improvements are offered for sale at a selling price of \$\_\_\_\_\_. Seller is solely responsible for determining the appropriate listing price.
  
2. **SELLERS OBLIGATIONS, MRIS INFORMATION AND VERIFICATION FORM:**
  - (a) Seller shall provide Broker with all the information requested and represents that said information is true and accurate to the best of the Seller’s knowledge. The seller is responsible for any and all inaccuracies contained in the information provided to Broker. Seller understands that Broker does not conduct any investigation of the Property to verify the information provided by Seller and is not responsible for the accuracy of the information.
  
  - (b) Broker shall input the above-referenced information with the local MLS. Broker shall complete a Verification Form setting forth all of the information provided by Seller and as inputted on the MLS. The seller agrees to review, verify, sign and return the form with corrections, if any, to the Broker within 24 hours of receipt. The seller agrees to be responsible for any inaccuracies in the signed form. In the event Broker does not receive the signed Form within said time, Broker may remove the listing from the MLS until the Form is received. Nothing contained herein shall serve to extend the term of this Agreement or entitle Seller to a refund of the service fee paid
  
  - (c) Seller agrees to make the Property available to MLS members at all reasonable hours for showing to prospective Buyers during the term of this Agreement.

- (d) Seller understands and accepts that Broker is not agreeing to find or obtain a Buyer for the purchase of Seller's Property and that the only service provided by it are those listed herein.

3. **TERM:**

- (a) The term of this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, not to exceed 180 days. Seller may extend this initial term by giving written notice to Broker and by paying the service fee set forth in paragraph five paragraph 4 for each extended term.

4. **SERVICE FEE:**

**Flat Fee MLS**

**Listing Plan 1 (\$299.00)**

- **6 Month property listing in your local MLS.**
- **MLS Property listing with up to 150 Photos.**
- **The use of 84 participating web sites. Zillow, realtor.com, redfin included.**
- **Unlimited text editing of your MLS listing.**
- **Comparable sales information on similar properties if available.**
- **No processing fees at closing.**
- **Retain the right to sell without broker participation.**
- **Legal documents to complete the transaction.**
- **Buyer leads sent to you by email.**
- **Open House Alerts**

**Listing Plan 2 (\$1899 Full Support Flat Fee MLS Property Listing)**

- **\$299 paid at the time of listing and balance paid at closing of the sale.**
- **Buyer Agent commission determined by seller.**
- **Your property will be marketed for sale in a manner consistent with standard practices used by real estate professionals in the state of Florida**
- **The use of the 84 participating websites. zillow, [realtor.com](https://www.realtor.com), included.**
- **The use of Facebook and other social media to market property.**
- **Advise on needed improvements to obtain maximum value.**
- **Comparable property reports and help with pricing.**
- **Broker shall keep Seller informed as to changing market conditions.**
- **Use of ShowingTime to schedule all showings if needed.**
- **Agent feedback and activity reports sent by email.**
- **Presenting all offers to seller and advising of the merits of each contract.**
- **Advise on contract negotiating by 35 year experienced Real Estate Broker.**
- **Follow through with the entire marketing of the property and the entire buy/sell process through closing.**

5. **SELLER'S ACKNOWLEDGEMENT OF BROKER'S LIMITED DUTIES:**

(a) Seller's behalf, a real estate contract for the sale of the Property. Seller acknowledges that selling the Property may be complicated and may require professional legal assistance. Seller agrees to obtain assistance, as Seller deems necessary. No other agreement, expressed or implied, shall be held to impose any greater relationship than set forth herein. Seller waives any claim or cause of action they may have against Broker, it's directors, officers and employees arising as a result of any act or omission of Broker. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Seller's offer for sale and sale of the Property.

6. **SELLER'S OBLIGATION TO COMPENSATE A BUYER'S BROKER:**

(a) Seller agrees that in the event a licensed real estate broker is involved in presenting and procuring a Buyer to purchase the Property, Seller shall pay to said Buyer's Broker \_\_\_\_\_ of the sales price. **Any change to the amount of commission offered a cooperating broker must be in writing and signed off on by all parties including the listing broker, netrealtynow.com llc**

(b) This Agreement permits a Seller to sell the Property to a Buyer who is not represented by a broker. Unless a broker represents a buyer, Seller is not required to pay a Buyer's Broker's commission or fee.

7. **BROKER SHALL NOT BE AN ESCROWEE:** Other than the service fee paid by Seller for Broker's services, Seller shall not tender to Broker or any broker/agent employed by Broker, at any time, any money for deposit or to hold on Seller's or Buyer's behalf. **Seller shall not execute a sales contract, which stipulates or requires Broker to hold earnest money or a possession escrow.**

8. **CANCELLATION AND SELLER'S REFERRAL POLICY:** seller may cancel This Agreement at any time before the end of the term with 48-hour notice in writing to listing broker.

9. **DISCLOSURE:** Seller acknowledges that the law may require Seller to provide a Buyer with a Residential Property Disclosure form or other similar forms requiring the disclosure of conditions or defects in the Property (i.e. and where applicable, lead based paint, termite, radon, environment, square footage, etc.). Broker shall not be responsible for providing Seller or Buyer with any disclosure form or making any disclosure to Buyer on Seller's behalf and Seller expressly releases Broker from any responsibility or liability

regarding disclosure requirements whether required by statute or otherwise. Broker recommends that Seller consult with legal counsel concerning Seller's disclosure requirements or the completion of any disclosure form. Seller agrees to indemnify and hold Broker harmless for any violation of any ordinance, regulation, statute or law regarding Seller's disclosure obligations.

10. **REPORTING SALE OF PROPERTY**: Seller shall ensure timely reporting of the sale of the property as required by the MLS. Seller agrees to forward a copy of the Real Estate Sales Contract by email within 24 hours after Seller and buyer sign the Contract. Seller agrees to forward a copy of the final closing statement within 24 hours after closing.

11. **EQUAL AND FAIR HOUSING LAWS**: Seller acknowledges pursuant to the Equal Housing Opportunity laws that Seller has a responsibility and a requirement not to discriminate in the sale of Property on the basis of race, color, religion, sex, handicap, familial status or national origin. Seller cannot instruct Broker to convey for you any limitations in the sale of the Property based upon any of the foregoing as Broker is also bound by the law not to discriminate.

12. **MISCELLANEOUS PROVISIONS**:

- (a) **ENTIRE AGREEMENT**: This Agreement contains the entire Agreement and may only be modified in writing signed by all parties hereto.
- (b) **GOVERNING LAW**: the laws of the state in which the Property being listed is located shall govern This Agreement.
- (c) **SIGNATURES**: The signatures of the parties on page three (3) of this Agreement confirm that the parties have read and accept all the terms and provisions to this Agreement.

**BROKER:**

\_\_\_\_\_  
Authorized Representative  
Thomas Hennerty dba, netrealtynow.com  
1836 Mid Ocean Cir  
Sarasota Fl 34239  
703-581-8605, [tom@netrealtynow.com](mailto:tom@netrealtynow.com)

**SELLER(S) OR PRINCIPAL(S):**

\_\_\_\_\_  
Seller Date  
  
\_\_\_\_\_  
Seller Date