

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

This Agreement is made between Thomas Hennerty, dba, **netrealtynow.com** (“Broker”) and \_\_\_\_\_ (“Seller”).

In consideration of the services provided by Broker for listing the property located at:

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(hereinafter referred to as the “Property”) in the applicable **Realtor Multiple Listing System (“MLS”)**, the parties agree as follows: Stellar MLS, Beaches MLS or Miami-Dade MLS

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### **1. SELLING PRICE**

The Property and all improvements are offered for sale at a listing price of:

\$ \_\_\_\_\_

Seller acknowledges that Seller alone is responsible for determining the appropriate listing price for the Property.

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### **2. SELLER’S OBLIGATIONS AND MLS INFORMATION VERIFICATION**

(a) Seller shall provide Broker with all information necessary to enter the Property into the MLS. Seller represents that all information provided is accurate and complete to the best of Seller’s knowledge.

Seller acknowledges that Broker does **not independently verify property information** and is not responsible for inaccuracies or omissions in information supplied by Seller.

Seller shall be solely responsible for any damages, claims, or liability arising from inaccurate or incomplete information provided to Broker.

(b) Broker shall enter the information provided by Seller into the MLS. Broker will provide Seller with a **Listing Verification Form** showing the information entered into the MLS.

Seller agrees to review, verify, sign, and return the Verification Form to Broker within **24 hours** of receipt. Seller shall be responsible for confirming the accuracy of the information on the Verification Form.

If the signed Verification Form is not returned within 24 hours, Broker may temporarily remove the listing from the MLS until the form is received. Removal of the listing shall not extend the term of this Agreement nor entitle Seller to any refund of fees paid.

(c) Seller agrees to make the Property reasonably available for showing to MLS members and prospective buyers during the term of this Agreement.

(d) Seller understands and agrees that Broker is **not obligated to locate a buyer** for the Property and that Broker's services are limited to those specifically described in this Agreement.

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### 3. TERM OF AGREEMENT

This Agreement shall commence on:

\_\_\_\_\_

and terminate on:

\_\_\_\_\_

The term shall not exceed **180 days** unless extended by written agreement between the parties.

Seller may extend the listing term by providing written notice to Broker and paying the applicable service fee for the extended listing period.

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### 4. SERVICE PLANS AND FEES

Seller agrees to select one of the following service plans:

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#### **PLAN #1 – Flat Fee MLS Listing – \$299**

- \$299 due at time of listing
- 6-month property listing in the local MLS
- Up to 100 photos in the MLS listing
- Listing syndicated to major real estate websites including Zillow, Realtor.com, Redfin and other participating websites

- Unlimited text edits to the MLS listing during the listing term
  - Comparable sales information if available
  - Open house notifications
  - Buyer inquiries forwarded to Seller via email
  - Seller retains the right to sell the Property independently without Broker participation
  - No processing fees at closing
  - Access to commonly used real estate forms to assist in completing a transaction
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### **PLAN #2 – Full Support Flat Fee MLS Listing – \$1,899**

- \$399 paid at time of listing
- Remaining balance due at closing of the sale

Services include:

- Marketing of the Property consistent with standard practices used by real estate professionals
- MLS exposure and distribution to major real estate websites including Zillow and Realtor.com
- Social media marketing exposure
- Comparable market analysis and pricing assistance
- Advice regarding improvements that may increase the Property's value
- Market updates and advice regarding changing market conditions
- Showing scheduling services when requested
- Buyer activity and agent feedback reports
- Presentation of offers to Seller
- Guidance regarding contract negotiations
- Transaction support through closing from an experienced real estate broker

Seller determines the amount of any buyer agent compensation.

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### **PLAN #3 – International Luxury Auction Marketing Program**

Accelerated marketing with global exposure is offered through a separate agreement.

This program is designed for distinctive or luxury properties where international exposure and competitive bidding may maximize results. Visit [www.harcourtsauctions.com/](http://www.harcourtsauctions.com/)

Total commission: **3.0%**, which includes:

- Buyer agent compensation
- Listing broker compensation
- Auction marketing services

Services include:

- Partnership with an internationally recognized luxury real estate auction platform
- Global marketing to qualified buyers and investors
- Intensive 30–45 day marketing campaign designed to create urgency
- Digital marketing and international buyer outreach
- Competitive bidding environment designed to drive strong offers
- MLS exposure combined with global auction marketing
- Professional guidance and transaction management

Participation in this program requires execution of a **separate auction agreement**.

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## **5. LIMITED SERVICE BROKERAGE RELATIONSHIP**

Seller acknowledges that Broker is acting as a **limited-service listing broker**.

Broker will provide only the services specifically described in this Agreement. Broker will not perform the full range of services typically provided by full-service real estate brokers unless expressly stated.

Seller understands that selling real estate may involve legal and financial considerations. Seller is encouraged to seek independent legal, tax, or professional advice when necessary.

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## **6. BUYER BROKER COMPENSATION**

Broker will not publish any offer of compensation to buyer brokers within the MLS.

Seller may choose to offer compensation to a buyer broker outside of the MLS in accordance with applicable MLS rules and state law.

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## **7. BROKER SHALL NOT HOLD ESCROW FUNDS**

Broker shall not hold earnest money deposits or any escrow funds related to the sale of the Property.

Seller agrees not to enter into any contract requiring Broker to hold escrow funds on behalf of Seller or Buyer.

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## 8. CANCELLATION

Seller may cancel this Agreement at any time by providing written notice to Broker via email.

Cancellation shall become effective **24 hours after receipt of such notice**.

All service fees paid to Broker are **non-refundable**.

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## 9. PROPERTY DISCLOSURES

Seller acknowledges that federal, state, and local laws may require disclosure of certain conditions or defects relating to the Property.

Seller is solely responsible for providing all required disclosures to prospective buyers, including but not limited to:

- Property condition disclosures
- Lead-based paint disclosures where applicable
- Environmental disclosures
- Termite or pest disclosures where applicable

Broker shall not be responsible for preparing or providing such disclosures on Seller's behalf.

Seller agrees to **indemnify and hold Broker harmless** from any claims arising from Seller's failure to properly disclose property conditions as required by law.

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## 10. REPORTING SALE OF PROPERTY

Seller agrees to promptly notify Broker of any accepted contract so that the listing status may be updated in the MLS as required by MLS rules.

Seller agrees to provide Broker with:

- A copy of the executed sales contract within **48 hours** of acceptance
  - A copy of the final settlement statement within **48 hours after closing**
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## 11. FAIR HOUSING COMPLIANCE

Seller acknowledges that federal, state, and local fair housing laws prohibit discrimination based on race, color, religion, sex, disability, familial status, national origin, or other protected classes.

Seller shall not request Broker to engage in any discriminatory practices in the marketing or sale of the Property.

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## 12. MISCELLANEOUS PROVISIONS

### Entire Agreement

This Agreement represents the entire agreement between the parties and may only be modified in writing signed by both parties.

### Governing Law

This Agreement shall be governed by the laws of the state in which the Property is located.

### Electronic Signatures

This Agreement may be executed electronically, and electronic signatures shall be deemed valid and binding.

### Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

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## BROKER

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Authorized Representative

**Thomas Hennerty**

Broker/Owner

dba, Netrealtynow.com

Licensed in DC, MD, VA, NY, and FL

Broker \_\_\_\_\_ Date \_\_\_\_\_

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## SELLER(S)

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

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