

Exclusive Right to Sell Listing Agreement

The MLS and Texas Real Estate rules require that you sign a listing agreement before we can list your home on the MLS. The reason for this is, you must offer compensation to a buyer's broker and in order to list your home on the MLS, it must be with an agent, and this must be in writing. This is a very straight forward agreement. If you have any questions regarding this Listing Agreement or anything else please call 1-800-433-5206.

SELLER MUST NOTIFY US WITHIN 24 HOURS IF, you receive a contract on your home, your home closes, or there is a status change, and must supply us with necessary info to close sale out of MLS. This is very important and may be FINED by the MLS.

Please sign that you have read and agree to the above: X _____

This LISTING AGREEMENT is by and between (sellers-**all sellers named on deed**) print your name/s _____

_____ and Broker Direct MLS Texas (Broker) and

Provides that in consideration for providing services described herein, seller hereby appoints Broker as Sellers listing

Broker to list the property at a sales price of \$ _____ (list price)

Address _____

City/zip _____ in _____ county.

Broker will file this listing with the Multiple Listing Service (MLS). Seller authorizes Broker to submit information about this listing and the sale of the property on the MLS. MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data, so that subscribers to the MLS may use the information for market evaluations or appraisal purposes. We must know if you sign a contract to sell the property. This also grants the MLS the right to down load your listing to the applicable public web sites.

Seller may cancel this agreement at any time, unless your home is under a sales contract with "buyer agent/broker" per terms of this agreement. If seller request to cancel prior to the expiration, there will be no refund. Seller grants Broker the exclusive right to sell and list the property.

BROKER FEE/COMPENSATION *The two possible commission/fee scenarios are:*

Scenario #1 if buyer is procured by buyer's agent/broker - Your fee is the non-refundable fee you have already paid at time of listing (one of the listing packages you have chosen) **plus** a 3% fee of the sales price of the property to Broker. This 3% fee will be paid to the one agent/broker that brings an able buyer for your home and is paid at closing and funding per terms of the sales contract. *This other broker fee is only paid if you agree to all terms on the sales contract and all commissions are negotiable.*

Scenario #2 if buyer is procured by any other means (without a buyer's agent/broker) the only fee paid by seller is the non-refundable fee already paid at time of listing (one of the listing packages you have chosen).

COOPERATION WITH "OTHER BROKERS" (BUYER AGENT/BROKER): Broker will allow *Other Brokers (i.e. buyer agents/brokers)* to show the property to prospective buyers. Seller authorizes Listing Broker to offer a 3% compensation/fee discussed above to any participating broker (buyer's agents/broker) in the MLS. This fee is earned and payable to the buyer agent/Broker (one Broker) that brings the buyer that closes on the property listed, and is payable at closing. Seller may not attempt to negotiate or enter into to contract with buyer represented by buyer's agent, behind agents back.

OPTIONAL CLOSING TRANSACTION FEE: Seller may pay an optional \$495 non-refundable fee to listing broker to handle the closing process. This is a one time fee and is paid at the time you receive an offer on your home, even if we have to handle multiple offers; it is just a one time fee. This is an optional fee.

Broker is not an expert in, and is not providing advice to seller concerning legal matters, tax, financing, surveying, structural of mechanical condition, hazardous material or engineering. Seller is encouraged to seek expert help from qualified professionals in such areas.

Seller understands that he must comply with all federal, state and local laws concerning fair housing. Seller acknowledges that federal and Texas law prohibit discrimination in the sale of property on the basis of race, color, religion, sex, disability, familial status, or national origin. Seller cannot instruct Broker or any salesperson acting as seller's agent or convey on behalf of Seller any limitations in the sale of the property based upon any of the foregoing: Seller has given, or will be giving, Broker the Seller's Disclosure Notice to furnish to prospective buyers. Such information is accurate and complete and does not omit or fail to disclose any material defects regarding the property known to Seller. Seller shall indemnify, defend and hold Broker harmless from and against any and all claims, demands, suits, damages, liability, losses, or expense (including reasonable attorney's fees) arising out of any misrepresentation, nondisclosure or concealment by seller in connection with the sale of the property, including, without limitation, the inaccuracy or incompleteness for any complaints made by a buyer or prospective buyer before or after possession of the property with respect to any defect in the property.

Seller has received/read/signed the **Information about Brokerage Services** concerning brokerage relationships and understands it in its entirety. Seller may not attempt to procure a buyer represented by a broker and negotiate directly with them. If buyer's broker can prove procuring cause, seller will pay broker 3% of sales price. Seller may not negotiate directly with the buyer's broker. Seller may call listing broker with any questions.

Seller understands that Texas law requires Broker to disclose to any buyer all adverse material facts related to the condition of the property actually known by Broker or Seller. Seller acknowledges that broker is subject to and will abide by the Rules and Regulations of the MLS, any REALTOR® Association and the Texas Real Estate Commission and listing broker may cancel this agreement if seller does not comply with these rules (does not inform us of status change), this listing agreement, or is unreachable and will not be entitled to a refund of the listing fee.

Broker will provide the level of service as required by the Texas Real Estate Commission or any governing organization.

SELLER **MUST** NOTIFY LISTING BROKER OF THE TRUE SALES PRICE AND ANY STATUS CHANGES OF THE PROPERTY within 5 days; Seller is responsible for supplying listing agent with the closing information or may incur a fine.

If you choose to use a lock box, Broker advises seller that a lock box is not a security device. Using a key box will probably increase showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor the MLS nor Broker Direct MLS requires a key box.

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 limited to injuries or damages caused by any party.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT; BY MY SIGNATURE BELOW, I AGREE TO ALL OF THE TERMS OF THIS CONTRACT IN ITS ENTIRETY.

TERM: Listing commences on (**DATE** you want listing to start, do not fill in until ready to fax) _____ (month, day, year, **must** be equal to or greater than the day you fax paperwork), do not put a.s.a.p. or immediately, you will be listed within 2 business days of that date, if date is prior to fax date, you will be required to resubmit with correct date.

and ends at 11:59 PM on _____ (end **DATE** depends on length of term you signed up for, either 6 months, 1 year, or date seller cancels, the term is over) **BUT you may cancel at any time per terms of this agreement, unless you home is under contract to sell.**

Broker maintains the right to terminate listing if unable to contact seller or if seller does not comply with this agreement and seller will not be entitled to any refund.

SELLER'S SIGNATURE X _____

SELLER'S SIGNATURE X _____

Seller's Address if different from property _____

ALL SELLERS LISTED ON DEED MUST SIGN THIS AGREEMENT.

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