

**EXCLUSIVE AGENCY "LIMITED SERVICES" LISTING AGREEMENT**

**This listing agreement may be canceled at any time by requesting cancellation to the Broker. If no Buyer Agent is involved, the seller / landlord (s) pay no commission. There are no hidden fees!**

**Any questions call the Broker (Joe Hawkins @ Hawkins Real Estate Company) at 240-793-2485.**

**1. Limited Services Agreement / MLS Placement.**

I/We \_\_\_\_\_ (Hereinafter referred to as "Seller(s)/ Landlord(s)") hereby appoint and grant Joe Hawkins, Broker, at Hawkins Real Estate Company, as my Limited Listing Broker for the sole purpose to list my property on the Bright MLS system for sale or for rent.

Address: \_\_\_\_\_

Seller / Landlords(s) authorizes Broker to list property on the Bright MLS for three months. If any extensions, Seller/Landlord to communicate said extension to Hawkins Real Estate at least 3 days prior to end of listing period. The fee to place property on the Bright MLS is \$95 for rental properties and \$399 for sale properties. Seller/Landlord may pay via my website @ [www.hawkinsrealty.com](http://www.hawkinsrealty.com) prior to any listing going active. Seller/Landlord to provide all photos and property information to Hawkins Real Estate, all photos should be in a pdf or png file format, up to 20 photo only. Seller / Landlord to fill out and send back a MLS Bright Listing Data sheet prior to listing in the MLS. We will send you a draft back of the listing via email prior to the listing going live. All showings will go directly to you. This is a "limited services agreement". No Brokerage services will be provided and any extra service there is a separate charge and agreement.

The seller / landlord may cancel this listing anytime, provided the property is not under a sales or lease contract. Once the property is listed in the MLS there are NO REFUNDS.

**2. Terms of Sale.**

The listing price of the property shall be \_\_\_\_\_. The listing price may be changed at any time with an email to the broker. Changes normally occur within 24 hours of receipt.

**Seller's initials:** \_\_\_\_\_ **Seller's initials:** \_\_\_\_\_ **Date** \_\_\_\_\_

3. **Compensation:** Seller has paid a Flat Fee:

- FOR RENT : \$ 95
- FOR SALE: \$399

(Check one).

4. **Area.**

Broker shall list the Property in the local Bright MLS. The property may be listed on hundreds of other websites but cannot be edited or updated by the broker on those sites. Only the Bright MLS may be updated.

5. **MLS Listing.**

Information about this property will be published in the MLS and public websites, including the sale price, terms, and financing for dissemination, and use by persons and entities approved by the MLS. The seller understands and agrees that the Broker does not have any control over what sites may or may not display the seller's or landlord's MLS listing.

The seller agrees to comply with all applicable MLS rules. MLS rules require updated and current information within 24 hours of any change to a listing to avoid fines. (e.g. update status, price, showing availability, etc.) Please keep your listing current, advising the broker by email or text message when accepting an offer and any other changes to avoid any MLS fines.

Seller or Landlord agrees to state honestly the dimensions, characteristics, and condition of the property to the best of their knowledge. Hawkins Real Estate Company assumes no liability for inaccuracies, errors, or misstatements made by the Seller. The company does not conduct any survey of Property to verify the accuracy of any information provided by Seller and is not to be held responsible for the accuracy of the information. The Seller has reviewed the information shown in this Agreement and the data input forms provided to the Company and hereby acknowledges it to be true and correct

Seller / Landlord agrees to provide all sales information and documents, requested by the Broker within 24 hours of that request. Information from a contract or buyer's or tenant's agent is not acceptable.

Broker reserves the right to withdraw the listing from the MLS if Seller refuses or does not comply with MLS rules and regulations. If the listing is withdrawn from the MLS for refusal or non-compliance with MLS rules and regulations, there will be no refund. Seller is responsible for reviewing the MLS listing for accuracy and agrees to any fines assessed by the MLS for late reporting, or inaccurate information.

**Seller's initials:** \_\_\_\_\_ **Seller's initials:** \_\_\_\_\_ **Date** \_\_\_\_\_

The seller / landlord's phone number will be in the MLS agent remarks section for information or showing. **Public sites will not publish the owner's information. Any leads sent to Hawkins Real Estate Company will be forwarded directly to the Seller/Landlord.**

6. **Agency Relationships:** There are no agency relationships within this agreement. Seller / Landlord understands and agrees the sole purpose of this agreement is for MLS placement services only.

7. **Compensation to Buyer's Broker.**

Should there be a Buyer / Tenant Agent involved, Seller(s) / Landlord (s) hereby agrees to compensate the Buyer's or Tenant's Broker (Broker or Agent who brings a buyer or tenant) as follows:

- (a) \_\_\_\_\_ percent of the selling price (monthly rental price) or \$ \_\_\_\_\_ dollar amount payable at closing or lease signing. This fee is paid to Hawkins Real Estate, if it is a lease signing, who will then pay the Buyer's Broker. Any sales agreement the Title Company can pay Buyer Brokage directly and the fee will be deducted from your costs on the ALTA statement / Closing Disclosure.

Seller or Landlord agrees not to directly contact potential buyers or tenants who have been shown the property by a Broker/Agent for the purpose of evading payment of a lawful commission. Seller / Landlord further agree compensation to said Buyer Broker is solely up them and no compensation have to be listed on the MLS, though offering compensation is helpful in getting a property sold or rented more quickly. Any compensation due to a Buyer Broker for rental properties, must be paid to Hawkins Real Estate Company first.

8. **Listing Broker's Duties.**

- a. To provide limited brokerage services to all parties to the transaction honestly and in good faith.
- b. To exercise reasonable skill and care in providing brokerage services to all parties.
- c. To keep confidential any information given to the licensee in confidence, or any information obtained by the licensee that the licensee knows a reasonable individual would want to keep confidential unless disclosure of this information is required by law, violates a fiduciary duty to a client, becomes public knowledge, or is authorized by the party in writing.
- d. To account for all property coming into the possession of the licensee that belongs to any party to the real estate transaction.

**Seller's initials:** \_\_\_\_\_ **Seller's initials:** \_\_\_\_\_ **Date** \_\_\_\_\_

- e. When assisting a party in the negotiation of a real estate transaction, present all written offers and any potential leads in a timely and truthful manner.
- f. When accepting an agreement to list an owner's property for sale or rent, the broker or his or her licensee shall, at a minimum, accept delivery of and present to the consumer all offers, counteroffers, and addenda to assist the consumer in negotiating offers, counter offers, and addenda, and to answer the consumer's questions relating to the transaction.

9. **Warranties**

Seller warrants that Seller is/are the Owner(s) of the Property or has the authority to execute this contract.

10. **MLS Fine:**

a) If any MLS penalties or fines are issued due to my non-compliance, I agree to pay these fines (typical fine is \$100 or less). I authorize the Listing Agent to charge me these penalties and fees via my payment method on [www.hawkinsrealty.com](http://www.hawkinsrealty.com). Examples of such penalties include failure to report a change of status on time, failure to submit executed documents to support the change of status within the stipulated 24 hours, use of photos that I do not own copyrights for use of FSBO signs, etc.

12. **Release.**

Seller(s) / landlord (s) hereby indemnifies, defends, and holds Broker harmless from all claims, disputes, litigation, judgments attorney fees, and costs arising from any incorrect information supplied by Seller/landlord, or from any material facts that Seller/landlord knows but fails to disclose.

*This agreement is intended to be the legal and binding contract of all parties. If it is not fully understood, Seller(s) should seek professional legal advice. This agreement may not be modified or amended except by writing, which writing must be signed by both the Seller(s) and the Broker. The Broker has the right to rescind this Agreement by written notice given within seven (7) working days of the date of this Agreement.*

Company: \_\_\_\_\_ Date: \_\_\_\_\_  
                                                 Joe Hawkins,  
                                                 Hawkins Real Estate Company.

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Seller's initials:** \_\_\_\_\_ **Seller's initials:** \_\_\_\_\_ **Date** \_\_\_\_\_