

EXCLUSIVE AGENCY "LIMITED SERVICES" LISTING AGREEMENT

This listing agreement may be canceled anytime by requesting a cancellation to Hawkins Real Estate, LLC.

Please complete the form and return it to joe@hawkinsrealty.com or call me and I can put it through an E-SIGN (Dotloop or DocuSign).

If you have any questions call the Broker (Joe Hawkins @ Hawkins Real Estate Company) at 240-793-2485 or email.

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 of listing my property on the Bright MLS system for sale or rent.

Address: _____

Seller / Landlords(s) authorize Broker to list a property on the Bright MLS for six months. If any extensions, the Seller/Landlord is to communicate any needed extensions to Hawkins Real Estate Company, LLC at least 3 days before the end of this listing period. The fee to place a property on the Bright MLS for rental properties is \$95 and \$150 for sale properties. Seller/Landlord may pay via my website @ www.hawkinsrealty.com, (ZELLE, VENMO, or STRIPE) before a listing goes live.

Seller/Landlord to provide Hawkins Real Estate Company LLC with all photos and property information via the Bright MLS Data Sheet before the listing goes active. All photos should be in a JPG or PNG format only. Once a draft listing is created it will be sent to you for review. We will make any needed changes and once you approve the draft listing it will go live on the MLS. We will then send you the Active MLS listing for review for a final check. For Basic Plans, any calls from Agents or Buyers will go directly to you via a call routing service and/or the Showing Time Application. All email leads will get forwarded directly to you.

Seller's initials: _____ **Seller's initials** _____ **Date** _____

This is a "flat fee limited services agreement". Full Brokerage support is not covered under the Basic Plan, only contract consulting. You will be responsible for all negotiations between you and the Buyer Agent (or Buyer).

Local addendums will be provided at no extra cost for both plans.

The seller/landlord may cancel this listing anytime, provided the property is not under a sales or lease contract. Once the property is listed and active in the MLS there are NO REFUNDS of the upfront fee. A full refund will be issued prior to any listing made active on the MLS. Once the property is "active" there is no refund of the upfront fee.

2. **Terms of Sale.**

This Listing Agreement will expire 6 months after the listing ratification date.

The listing price of the property shall be \$ _____ .

3. **Compensation:** In addition to the upfront fee, please choose your desired plan here:

- FOR RENT: \$95 (no other fees)
- PREMIUM PLAN: (1/2% of Sales price)
- BASIC PLAN: (1/4% of Sales Price)
- (For Sale: NO VIRTUAL SUPPORT)

Seller's initials: _____ **Seller's initials** _____ **Date** _____

4. **Area.**

Broker shall list the Property into the local Bright MLS only.

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 listing price or any needed changes by Seller should be provided to me @ joe@hawkinsrealty.com. All changes will be made within 24 hours.

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. My 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 me with all finalized contracts once ratified.

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 listed in the MLS "AGENT" remarks section for information or showing requests. Seller / Landlord phone numbers are not allowed in the "public remarks" per MLS rules.

6. **Agency Relationships:** There are no agency relationships within this agreement unless the "virtual support" option is selected. Seller / Landlord otherwise 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, the 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: _____ percent of the selling price (monthly rental price) or Dollar amount \$ _____ payable at closing or lease signing. If it is a lease signing, the fee will be paid to Hawkins Real Estate Company, who will then pay the Buyer's Brokerage Company. THIS FEE MUST BE PAID AT LEASE SIGNING! If this is a sales agreement the Title Company can pay Buyer Brokerage 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 evading payment of a lawful commission. Seller / Landlord further agrees compensation to said Buyer Broker is solely at your choosing and you do not have to offer a commission for the property to be listed on the MLS, though offering a fair compensation helps get your property sold or rented more quickly.

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 any confidential 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

Seller's initials: _____ **Seller's initials** _____ **Date** _____

required by law, or violates a fiduciary duty to a client, becomes public knowledge, or is authorized by the party in writing.

- d. 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.
- e. 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, counter offers, and addenda to assist you, 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 Seller / Owner non-compliance, you agree to pay these fines (typical fine is \$100 or less, but can be higher), plus a \$100. 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, and use of photos that I do not own copyrights for which the fine is \$500.

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.

Seller's initials: _____ **Seller's initials** _____ **Date** _____

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, Broker
Hawkins Real Estate Company.

Seller's Signature: _____

Date: _____

Seller's Signature: _____

Date: _____

Ratification Date: _____

Seller's initials: _____ **Seller's initials** _____ **Date** _____