

Hawkins Real Estate Company, LLC

“Limited Services” Listing Agreement

1. Appointment and Authorization

Seller appoints **Joseph E Hawkins, Broker**, of Hawkins Real Estate Company, LLC, as **Limited Listing Broker** for the exclusive purpose of placing the property described below into the properties local MLS system.

Property Address: _____

Listing Price: \$ _____

The term of this Agreement is **six (6) months** from the date of execution unless earlier terminated. Extensions may be purchased for **\$100**, if requested at least **three (3) days** prior to expiration.

2. Scope of Limited Services

Broker’s services are limited to:

- Entry of the property listing into Bright MLS
- Forwarding buyer/agent inquiries to Seller
- Basic MLS compliance assistance
- Back-office support for Silver and Platinum plans

Broker **does not** provide representation, negotiation, contract drafting, or transaction management unless Seller upgrades to a Silver or Platinum plan. The FLAT FEE MLS ONLY option is for “transactional services” only.

3. Listing Fees and Payment

Upfront, non-refundable fees:

- **Rental Listings:** \$125
- **For Sale Listings:** \$295

Payment methods: **Zelle (preferred), Venmo, CashApp, Stripe**. Listing activation requires full payment and all required documents.

Seller must submit:

- Completed **Bright MLS Data Sheet**
- Property photos in **JPG format**
- Required disclosures

Once documents are received, Broker will prepare a draft MLS listing for Seller review. Upon written approval, the listing will be made **Active**.

4. Administrative Fees

Administrative fees (if applicable) are paid **at closing** and deducted from Seller proceeds. Seller must provide a copy of the **ALTA** or **Closing Disclosure** prior to settlement.

5. Service Plan Selection (select one)

- Bronze (No Support):** \$295 upfront – No additional fees (transactional support only)
 - Silver (Basic Support):** \$295 upfront + \$750 due at closing
 - Platinum (Premium Support):** \$295 upfront + \$1,000 due at closing
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6. Communication and Contact Information

Broker uses a call-routing system (Twilio) allowing callers to reach Seller or Broker. Bright MLS rules **prohibit** displaying Seller's personal contact information publicly. Seller's phone number will be visible to agents only.

All email inquiries will be forwarded to Seller.

7. MLS Listing Rules, Accuracy, and Changes

Seller agrees to:

- Submit all changes to **joe@hawkinsrealty.com** or via the website
- Ensure all information is accurate and lawful
- Use only authorized photos and content
- Comply with any **MLS rules** and Fair Housing laws

Broker will process changes within **24 hours**.

Seller is responsible for all MLS fines (+\$100) resulting from inaccurate data, unauthorized photos, or prohibited language.

8. Buyer Agent Compensation

Seller agrees to offer compensation to a cooperating Buyer's Agent:

_____% of sale price (or monthly rent)

OR

\$_____ flat fee

For RENTALS: there is no agency relationship established in this agreement (MLS Services only). All Tenant Agent compensation will be negotiated directly between you and the Tenant Agent. When you mark down a % above it is only as a guidance for me to let the Agents know what you are willing to pay them for procuring a tenant. They will need to provide you a commission form so you or their client can pay them directly for their services. Hawkins Real Estate Company WILL NOT be paying Tenant Agents.

9. Broker Duties

Broker agrees to:

- Perform all brokerage services in good faith
- Maintain confidentiality unless disclosure is required by law
- Present all offers and inquiries promptly

Duties are limited to the services expressly stated in this Agreement.

10. Agency Disclosure

No agency relationship is created unless separately agreed to in writing.

11. Seller Warranties and Indemnification

Seller warrants that:

- They are the legal owner or authorized representative
- All information provided is accurate
- All photos/media submitted are owned or properly licensed

Seller agrees to indemnify Broker for claims arising from inaccurate information, unauthorized materials, or Fair Housing/MLS violations.

12. MLS Fines and Fair Housing Compliance

Seller is responsible for any MLS fines resulting from:

- Unauthorized photos
- Misleading or inaccurate information
- Discriminatory language
- Late status updates

Minimum fine: **\$100**. Photo copyright violations may exceed **\$500**.

Seller agrees to comply with the **Fair Housing Act** and all applicable laws.

13. Termination

Seller may cancel this Agreement at any time in writing, provided the property is not under contract. Broker will remove the listing within **24 hours** of written notice.

Broker may rescind this Agreement within **seven (7) business days** of execution.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Amendments must be in writing and signed by both parties.

Seller Acknowledgment and Signatures

Seller Name: _____

Signature: _____

Date: _____

Seller Name: _____

Signature: _____

Date: _____

Broker Signature:

Joe Hawkins, Broker

Hawkins Real Estate Company, LLC

Signature: _____

Date: _____