

# EXCLUSIVE AGENCY AGREEMENT TO MARKET PROPERTY THROUGH THE REALTOR MULTIPLE LISTING SYSTEM (MLS)

In consideration of the services provided by Flat Rate Brokers , Licensed Michigan Broker, DBA Flat Rate Brokers and Flat Rate -Brokers com (“Broker”) for listing \_\_\_\_\_ (name) \_\_\_\_\_’s (henceforth referred to as “Seller”) property located at \_\_\_\_\_ (address) \_\_\_\_\_ (henceforth referred to as “Property”) with the Realtor Multiple Listing System (IRES) the parties agree as follows:

1. **PROPERTY:** Seller represents that Seller is the legal titleholder to the Property commonly known as \_\_\_\_\_, in the City of \_\_\_\_\_ and county of \_\_\_\_\_ and has the right to sell the Property. Seller agrees to offer for sale through the services provided by Broker the Property, fixtures and all improvements thereon. All personal property to be conveyed at the time of sale shall be listed by Seller in the Real Estate Sales Contract entered into between Seller and Buyer and shall be transferred free of any liens.
2. **SELLING PRICE:** The Property and all improvements are offered for sale at a selling price of \$ \_\_\_\_\_. Seller is solely responsible for determining the appropriate price.
3. **SELLERS OBLIGATIONS, MRIS INFORMATION AND VERIFICATION FORM:**
  - (a) Seller shall provide Broker with all the information requested and represents that said information is true and accurate to the best of the Seller’s knowledge. Seller is responsible for any and all inaccuracies contained in the information provided to Broker. Seller understands that Broker does not conduct any investigation of the Property to verify the information provided by Seller and is not responsible for the accuracy of the information.
  - (b) Broker shall input the above referenced information with the local MLS. Broker shall complete a Verification Form setting forth all of the information provided by Seller and as inputted on the MLS. Seller agrees to review, verify, sign and return the Form with corrections, if any, to Broker within 24 hours of receipt. Seller agrees to be responsible for any inaccuracies in the signed form. In the event Broker does not receive the signed Form within said time, Broker may remove the listing from the MLS until the Form is received. Nothing contained herein shall serve to extend the term of this Agreement or entitle Seller to a refund of the service fee paid.
  - (c) Seller agrees to make the Property available to MLS members at all reasonable hours for showing to prospective Buyers during the term of this Agreement.
  - (d) Seller understands and accepts that Broker is not agreeing to find or obtain a Buyer for the purchase of Seller’s Property and that the only service provided by it are those listed herein.
4. **TERM:**
  - (a) The term of this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, not to exceed 365 days. Seller may extend this initial term by giving written notice to Broker and by paying the service fee.
  - (b) Seller is prohibited from entering into any other Listing Agreement to market and sell the Property during the initial or any extended term of this Agreement.

**SERVICE FEE:** Seller agrees to pay at the time of entering into this Agreement a service fee as outlined below for each term that this Agreement is in effect and listing Broker shall not be entitled to any commission or other compensation as a result of the sale of Seller's Property. Please circle plan and initial.

Plan A 60 Day Listing \$99 \_\_\_\_\_

Plan B 90 Day listing \$199 \_\_\_\_\_

Plan C 180 Day listing \$399 \_\_\_\_\_

Plan D 360 Day listing \$499 \_\_\_\_\_

5. **SELLER'S ACKNOWLEDGEMENT OF BROKER'S LIMITED DUTIES:** Broker agrees to enter the information provided by Seller with the local MLS, and all affiliated websites during the term provided herein. This Agreement creates an Exclusive Agency Agreement to Market Seller's Property and limits the performance requirements of Broker as set forth herein. Broker is not representing Seller as a full service Real Estate Agency but rather has limited obligations to Seller. Broker has no obligation to prepare or negotiate on Seller's behalf, a real estate contract for the sale of the Property. Seller acknowledges that selling the Property may be complicated and may require professional legal assistance. Seller agrees to obtain assistance, as Seller deems necessary. No other agreement, expressed or implied, shall be held to impose any greater relationship than set forth herein. Seller waives any claim or cause of action they may have against Broker, its directors, officers and employees arising as a result of any act or omission of Broker. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Seller's offer for sale and sale of the Property.

6. **SELLER'S OBLIGATION TO COMPENSATE A BUYER'S BROKER:**

(a) Seller agrees that in the event a licensed real estate broker is involved in presenting and procuring a Buyer to purchase the Property, Seller shall pay to said Buyer's Broker \_\_\_\_\_ of the sales price. **Any change in the amount of commission paid to a cooperating broker must be in writing and agreed to by all parties including the listing broker.**

(b) This Agreement permits a Seller to sell the Property to a Buyer who is not represented by a broker. Unless a broker represents a buyer, Seller is not required to pay a Buyer's Broker's commission or fee.

8. **BROKER SHALL NOT BE AN ESCROWEE:** Other than the service fee paid by Seller for Broker's services, Seller shall not tender to Broker or any broker/agent employed by Broker, at any time, any money for deposit or to hold on Seller's or Buyer's behalf. **Seller shall not execute a sales contract, which stipulates or requires Broker to hold earnest money or a possession escrow.**

9. **CANCELLATION AND SELLER'S REFERRAL POLICY:** seller may cancel This Agreement at any time during listing period. Seller understands that there are no refunds .

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

10. **DISCLOSURE:** Seller acknowledges that the law may require Seller to provide a Buyer with a Residential Property Disclosure form or other similar forms requiring the disclosure of conditions or defects in the Property (i.e. and where applicable, lead based paint, termite, radon, environment, square footage, etc.). Broker shall not be responsible for providing Seller or Buyer with any disclosure form or making any disclosure to Buyer on Seller's behalf and Seller expressly releases Broker from any responsibility or liability regarding disclosure requirements whether required by statute or otherwise. Broker recommends that Seller consult with legal counsel concerning Seller's disclosure requirements or the completion of any disclosure form. Seller agrees to indemnify and hold Broker harmless for any violation of any ordinance, regulation, statute or law regarding Seller's disclosure obligations.
11. **REPORTING SALE OF PROPERTY:** Seller shall ensure timely reporting of the sale of the property as required by the MLS. Seller agrees to forward a copy of the Real Estate Sales Contract by facsimile or overnight express mail, next day delivery, within 48 hours after Seller and Buyer sign the Contract. Seller agrees to forward a copy of the final closing statement (Hud-1) within 48 hours after closing.
12. **EQUAL AND FAIR HOUSING LAWS:** Seller acknowledges pursuant to the Equal Housing Opportunity laws that Seller has a responsibility and a requirement not to discriminate in the sale of Property on the basis of race, color, religion, sex, handicap, familial status or national origin. Seller cannot instruct Broker to convey for you any limitations in the sale of the Property based upon any of the foregoing as Broker is also bound by the law not to discriminate.
13. **MISCELLANEOUS PROVISIONS:**
- (a) **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement and may only be modified in writing signed by all parties hereto.
  - (b) **GOVERNING LAW:** the laws of the state in which the Property being listed is located shall govern This Agreement.
  - (c) **SIGNATURES:** The signatures of the parties on page three (3) of this Agreement confirm that the parties have read and accept all the terms and provisions to this Agreement.
  - (d) **BINDING:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, personal representatives, successors and assigns.

**BROKER:**

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**Frank Pace DBA  
Flat Rate Brokers and Flat Rate-Brokers.com  
Licensed Michigan Real Estate Broker  
55648 Silver Creek Lane**

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**MacombTwp. Mi. 48042  
810-397-0301 (cell)  
586-992-2200 (office)  
fpace@mirealsource.com**

**14. SELLER(S) OR PRINCIPAL(S):**

**Seller**

**Seller**

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**Address**

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**Phone Number / Fax Number**

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**E-mail**

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**Cell Phone**

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**Best days and time to call—best phone number**

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**Date**

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**Date**

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**Date**