

Limited Service Exclusive Agency Agreement

**This is a legally binding agreement. If you desire legal or tax advice,
please consult your attorney or tax advisor.**

This is a Limited Service Exclusive Agency Agreement entered into on this _____ d ay
of _____, 20___, between _____ ResultsMLS.com _____, ("BROKER"), and
the Seller ("Seller") _____ for the real property
("Property") owned by the Seller and located at (address):

_____ in
_____ County, Tennessee.

The LISTING PRICE shall be \$_____.

- 1. BROKERAGE FEE.** The Seller is a "For Sale By Owner" who desires to have BROKER list his/her property in the Multiple Listing Service (MLS) servicing their county, and is willing to pay a commission to any Brokerage that brings an offer that is accepted by the Seller, but does not want to be represented by any real estate company, including BROKER. In return for listing the Seller's information on said MLS, the Seller hereby agrees to pay Broker a fixed commission fee of \$499.00 upon the signing of this agreement (this amount has been pre-paid to American Homes Real Estate, Inc.). During the life of this contract, if any Agency / Brokerage finds a buyer who is ready, able and willing to buy, lease, or exchange said property or any part thereof, at said price and terms, or any other price or terms to which the Seller may agree on writing, the Seller hereby agrees to pay that Brokerage, irrespective of agency relationship(s), a sales commission of 3% of such sale, lease, or exchange price. This commission, unless otherwise agreed in writing, will be due and payable on the date of closing the sale, lease or exchange. It is expressly understood that this is an Exclusive Agency Agreement and as such, Seller reserves the right to sell, lease or exchange the property to any purchaser who the Seller finds and procures on his/her own without obligation for a commission to Broker or any Brokerage. The Seller agrees to notify Broker in writing within 24 hours of the acceptance of any offer of sale, lease or exchange including identity of all parties, price and terms.

- 2. SELLER WARRANTIES / DISCLOSURES .** The Seller warrants that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that he/she has marketable title and an established right to sell, lease, or exchange the Property herein.
- 3. AGENCY RELATIONSHIPS.** It is expressly understood by the Seller that BROKER does not represent the Seller in any way whatsoever and that this agreement does not form any agency relationship between the Seller and Broker. The payment of the above fixed fee by the Seller to Broker does not make Broker either the agent or subagent for the Seller.
- 4. LIMITED SERVICE PROVIDED.** BROKER may, but is in no way obligated to, make any effort to find a buyer or tenant for the Property. Broker's only obligation under this agreement is to list information about the Property, supplied by the Seller, on the MLS which services the County where Property is located. The MLS will routinely cause a photo of Seller's property to be taken and included in the listing and distribute the listing to various web sites like Realtor.com. The Seller will provide a complete MLS Listing Input Form and will be responsible for the accuracy of the data, including the descriptions of the Property. Broker will in no way be liable for the accuracy of this data. The only service that BROKER will perform for the Seller is that of placing this data on the MLS. Seller wishes to obtain MLS listing status only for the purpose of marketing Property listed herein.
- 5. SIGNAGE AND LOCKBOX .** Seller wishes to market property with a generic "for sale" sign and may purchase, if available, these yard signs and lockboxes from Broker. By entering into this contract, Seller refuses to use the traditional yard sign offered from Broker, stating Broker's name and phone number, and will use their own sign so the seller can handle all inquiries. Seller is responsible for making sure all local laws and ordinances allow the use of yard sign or lockbox before implementing. Broker will not be responsible for any improper or misuse of lockbox or sign.
- 6. PROFESSIONAL ADVICE.** Broker is trained in the marketing of real estate. Broker is not trained to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of any property. If the Seller desires advice regarding: (1) legal or tax matter, (2) the physical condition of a property, (3) this Listing Agreement, or (4) any transaction for the acquisition of Property, Broker strongly recommends that the Seller obtain such independent advice. By entering into this agreement, Seller waives all full service Real Estate duties as required by Tennessee Law. Seller agrees that by waiving these services, Seller cannot seek assistance from any other Real estate Licensee for performance of the waived services.
- 7. CONVERSION OPTION.** If during the period of this contract, the Seller desires to replace this agreement with Broker's standard full service Exclusive Right to Sell Listing Agreement (ERSLA), Broker hereby agrees to credit the Seller in the amount of \$499.00 upon the successful closing of said real property. Broker is obligated to pay this amount, if and only if, the ERSLA is signed and is valid at the time the property is sold or closed.

- 8. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after a closing related to this Listing Agreement, shall first be submitted to mediation through a mediation provider mutually agreed upon by the parties. If the parties cannot agree upon a mediation provider, the dispute shall be submitted to the American Arbitration Association. Each party agrees to bear its own cost of mediation. If mediation fails, the other procedures and remedies available under this Agreement shall apply.
- 9. ATTORNEY FEES.** Except provided in Section 7, in any action or proceeding arising out of this Listing Agreement involving Seller and / or Broker, the prevailing party shall be entitled to reasonable attorney fees and costs.
- 10. SELLER AUTHORIZATION.** BROKER is authorized to disclose after closing the final terms and sales price of the Property to the designated MLS.
- 11. FAXES.** Facsimile (fax) transmission of a signed copy of this Listing Agreement and retransmission of a signed fax, shall be the same as delivery of an original. If this transaction involved in multiple owners, this Listing Agreement may be executed in counterparts.
- 12. MLS CHANGES AND REQUIREMENTS.** Seller agrees to pay Broker a fee of \$25.00 for each change, other than price, required on the MLS for Property. Broker will make changes to the MLS within 24 hours of listing if an error in the MLS listing is noted by Seller. Per MLS rules, Seller must notify Broker within 24 hours of accepting a contract, lease or exchange on Property and fax a copy of the fully executed contract to Broker. Seller must also fax a copy of their closing statement (HUD) within 24 hours of property close date. If Broker is not advised within the 24 hours required, the Seller will be charged a fine of \$100.00 which is the MLS penalty charge to Broker by the MLS.
- 13. OPTIONAL CONTRACT ASSISTANCE FEE.** Seller may, at the time of receiving a sales contract, retain Broker to provide contract negotiation and closing assistance. This assistance may be obtained for an additional commission fee of \$499.00 payable before assistance begins. This is an optional service and Seller is not required to purchase this assistance.
- 14. ENTIRE AGREEMENT.** This Listing Agreement, including the Seller's Property Condition Disclosure Form and the MLS Listing Input Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. The Listing Agreement may not be modified or amended except in writing signed by the parties hereto.
- 15. TERM OF CONTRACT AND LISTING.** This contract commences on the date Property is input in the MLS and becomes active and expires 1 year later. Seller may terminate this Listing Agreement at any time by giving written notice to Broker, and provided there is no contract pending for the sale of the Property to a buyer who was brought to the property by any real estate agent who is entitled to a sales commission under section 2 above.

THE UNDERSIGNED do hereby agree to the terms of the Agreement as of the date first above written.

Accepted by Broker:

Accepted by Seller:



Susanne Flynn

Signature

Signature

Broker Contact Information:

Seller Contact Information:

Name: Susanne Flynn DBA ResultsMLS.com . _____

Address: 242 W. Main St. #315

City, State, Zip: Hendersonville, TN

Phone: 1-615-822-5808

Fax: 1-866-232-1618

Email: sflynn@ResultsMLS.com
