



Listing Contract



- 1. This Listing Contract [hereinafter Agreement], dated _____, is a professional service agreement between List In MLS Realty, LLC [hereinafter Company] and _____ [hereinafter Owner].
2. The property to be listed is located at: Address: _____ City: _____ State: FL Zip: _____ County: _____ [hereinafter Property]
3. This agreement shall commence on _____ and shall expire on _____ (usually one year).
4. Under this Agreement, Owner can lease his/her property himself/herself to any tenant not procured by a participating Realtor. In this event, no commission is due.
5. Under this agreement, Company agrees to: A) List the Property on the Multiple Listing Service [hereinafter MLS]. B) List the Property on Internet sites including, but not limited to: Realtor.com, Zillow.com, etc. C) Provide owner with a complete copy of the MLS listing.
6. Termination: There is no termination fee in the event owner decides to withdraw their Property from the MLS if Owner gives Company written notice and if there is not currently a contract pending on the Property involving a tenant who was procured by a participating Realtor. A refund will be provided if the Company does not accept this Agreement or this service is cancelled before the listing is entered into the MLS.
7. Owner agrees to pay Company a professional listing fee of \$250.00 for the above services. This fee is earned, due and payable in full upon the execution of this Agreement by Owner. Should a participating Realtor, including Company, procure a tenant who is ready, willing and able to lease the property for \$ _____ monthly or at a price acceptable to the Owner, Owner agrees to pay a professional fee of \$ _____.

- Owner Initials: _____
8. Owner agrees that the responsibility for the care and custody of Property shall not be Company's and Company shall not be liable to Owner for any damages which may occur to Property. Owner hereby releases Company and those working through Company from all liability and responsibility in connection with any loss that may occur.
9. No Guarantee: Owner understands that this Agreement does not guarantee the lease of the Property.
10. Owner agrees that under the Fair Housing Act, Owner may not ask or expect the lease of Owner's Property to be restricted according to race, color, creed, religion, sex, handicap, familial status, age or national origin.
11. The person signing this Agreement warrants and represents that he/she is the Owner and is properly authorized to enter into this Agreement. A signature transmitted by fax shall be deemed to have the same effect as an original signature. This Agreement shall be binding on all heirs, successors, assignees, and personal representatives of the Owners.
12. Owner agrees to state honestly the dimensions, characteristics and condition of the property to be entered into the MLS to the best of their knowledge. Company assumes no liability for inaccuracies, errors or misstatements made by Owner. Company does not conduct any survey of property to verify accuracy of any information provided to it by Owner and is not responsible for the accuracy of the information. Owner has reviewed the information shown on this Agreement and the data input forms provided to Company and hereby acknowledges it to be true and correct.
13. OWNER ACKNOWLEDGMENTS: Owner Initials: _____
I. Company must operate in accordance with the Rules and Regulations of the MLS.
II. Photos and marketing remarks cannot be from a previous MLS listing with another Realtor or from any online source.
III. At least one front photo is required.
IV. Price changes will be made in no less than 1% increments.
14. Owner agrees to notify Company within 24 hours of signing a lease and provide Company with the contract date, lease date and name of the Tenants Realtor, if any.
11. Owner agrees to notify Company with 24 hours of closing on the lease and provide Company with necessary information to close out the listing in the MLS. Required information includes lease price and lease date.

- Installation and removal of List In MLS Realty, LLC "for sale" sign.....\$45 (Available in Lee County)
Combination lockbox.....\$40 Electronic (Supra) lockbox.....\$95 (Available and Lee and Collier Counties)

Owner has reviewed and understands the No Broker Relationship Notice set out below.
Owner has reviewed the information shown on this Agreement and hereby acknowledges it to be true and correct.

Date: _____ Owner: _____
Date: _____ Owner: _____
Primary Telephone: _____ 2nd Telephone: _____
Address: _____

Brokerage Firm Name: List In MLS Realty, LLC
Office: 239 936-LIST (5478)
Cell: 239-826-8037 E-mail: mark@listinmls.com

Principal Broker: Mark Hetrick
10600 Sharon Dr.
North Fort Myers, FL 33917

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you decide on representation.

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, **List In MLS Realty, LLC**. and its associates owe to you the following duties:

- 1) Dealing honestly and fairly.
- 2) Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
- 3) Accounting for all funds entrusted to the licensee.