



Multiple Listing Solutions

Flat Fee MLS Listing “Sign-Up” Form Limited Service - Flat Fee MLS – Listing Agreement

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 **Multiple Listing Solutions & its Associates** owe to you the following duties: **1.** Dealing honestly and fairly; **2.** Disclosing all known facts that materially affect the value of real property and are not readily observable to the buyer; **3.** Accounting for all funds entrusted to the licensee.

DISCLAIMER: This service is intended for experienced property Owners, Developers, Investors, REO's, Asset Managers & Property Managers who are familiar with the Sale/Leasing of Real Property, the Rules and Regulations of the MLS; and/or who have hired Legal Representation. **Multiple Listing Solutions** reserves the right to decline service to anyone that does not meet the experience standards and/or for whatever other possible liability reason at anytime including but not limited to: simply not being a good fit/right match for the customer. The fee being charged is for the listing on the MLS (Multiple Listing Service) only. Although the MLS (Multiple Listing Service) automatically feeds exterior websites such as Realtor.com, ext; **Multiple Listing Solutions** cannot guarantee the feed into any exterior websites or how they may or may not be displayed. Contact info does not appear on any of the fed websites. Listing fee is fully earned and is non-refundable once work is completed and the Property has been listed on the MLS. **Multiple Listing Solutions** at no time makes any claims or guarantee that being listed on the MLS (Multiple Listing Service) will guarantee a successful sale or rental. All Listing are subject to the Approval, Rules, Regulations, Policies and Limitations of each individual MLS.

Through this “Limited Service Agreement” **Seller/Lessor** grants **Multiple Listing Solutions** authority to list **Seller's/Lessor's** Property on the MLS (Multiple Listing Service).

Seller/Lessor Name(s): _____

Property Address To Be Listed: _____

MLS Coverage Area Desired: (Choose the MLS area(s) that pertains to the property that is being listed.)

NOTE: There is a separate listing fee for each MLS selected.

Southeast Florida MLS / SEF-MLS: (Covering: Miami-Dade & Broward.)

BeachesMLS (Formally Regional MLS of Florida / RMLS): (Covering: Palm Beach, St. Lucie & Martin.)

My Florida Regional MLS / MFR-MLS: (Covering: Central Florida / Orlando and Tampa Areas; Charlotte, Englewood, Hillsborough, Lake, Lee, Manatee, Orange, Osceola, Pasco, Pinellas, Punta Gorda, Polk, Port Charlotte, North Port, Sarasota, Seminole, Venice and West Volusia.)

Northeast Florida MLS / NEFAR-MLS: (Covering: Jacksonville and surrounding areas.)

MLS Listing Time Desired / Listing Fee: (Choose the MLS listing period that you would like your property to be listed for.)

(1-Year): <u>\$250.00</u>	(8-Month): <u>\$200.00</u>	(6-Month): <u>\$175.00</u>
(4-month): <u>\$150.00</u>	(2-month): <u>\$125.00</u>	(1-Month): <u>\$99.00</u>

Seller/Lessor agrees to provide **Multiple Listing Solutions** with all necessary property information in-order for **Multiple Listing Solutions** to complete the MLS listing. This includes but is not limited to: **Seller/Lessor** filling out a property data sheet and/or providing such needed property info via phone, email, or as requested by **Multiple Listing Solutions** and/or required by the MLS.

Seller/Lessor agrees to provide **Multiple Listing Solutions** with a minimum of 1 exterior photo of the property. Failure to provide at least a minimum of 1 exterior photo of the property may result in the listing being temporarily withdrawn and/or permanently cancelled at **Seller's/Lessor's** own expense. **Seller/Lessor** grants the MLS, participants and subscribers rights to reproduce and display photos. The MLS shall own the copyright to all photos submitted.

Seller/Lessor agrees that **Seller/Lessor** is solely responsible for determining the pricing of the property and that the price and all price changes (if applicable) shall be provided by the **Seller/Lessor**.

Seller/Lessor agrees that Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law.

Seller/Lessor certifies and represents that **Seller/Lessor** is legally entitled to convey the Property and all improvements.

All Listings are Subject to the Approval, Rules and Regulations of the MLS: Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the rules and regulations of the MLS upon signature of the **Seller/Lessor**.

Seller/Lessor may cancel the listing at any time prior to a executed sales/rental contract. **Seller/Lessor** may not terminate this agreement while the Property is under a sales/rental contract. If this agreement expires while the property is under contract; **Seller/Lessor** must comply with the terms of this agreement.

It is the **Seller's/Lessor's** responsibility to notify **Multiple Listing Solutions** in writing; and within 24 hours of any and all changes affecting the status of the Property. Status changes include: Entering into Contract, Closing of Contract, Termination of Sale, Change of Listing Price and Change of Cooperating Commission. Failure to notify **Multiple Listing Solutions** within 24 hours may result in the MLS listing being cancelled and/or a fine as per MLS Rules/Regulations. **Seller/Lessor** agrees to be fully liable for any fines imposed by the MLS and/or pertaining Realtor Association to **Multiple Listing Solutions** as a result of **Seller's/Lessor's** failure to submit any changes in status.

Status changes will not be considered effective until **Multiple Listing Solutions** is notified in writing and changes are applied to the MLS. **Multiple Listing Solutions** will have 48 hours (not Including weekends, holidays, and postal holidays) after the authorized change is received, to apply the changes.

Seller/Lessor agrees to make the Property available to MLS members, at all reasonable hours, for showings to prospective Buyer/Lesser, during the term of this Agreement.

In the event the Property is sold, optioned, contracted to be sold or leased to a prospect procured by a **Broker** who is a member of the MLS; **Seller/Lessor** will offer a cooperating commission in the amount of: _____% of the sales/rental price; or a flat fee of: \$_____ to the Broker who procures the prospect.

Seller/Lessor authorizes **Multiple Listing Solutions** to make an offer of compensation equal to the cooperating commission to all Brokers who are members of the MLS. The fee shall be paid to Broker by **Seller/Lessor** in the event of sale, at time of closing the sale; or in the event of lease at time of lease execution. Broker's fee is due if **Seller/Lessor** defaults on an executed sales/rental contract with Prospect, or if **Seller/Lessor** agrees with Prospect to cancel and executed sales/rental contract.

Seller/Lessor understands that by placing their Property on the MLS, **Seller/Lessor** is agreeing to cooperate with any Broker who is a member of the MLS. **Seller/Lessor** grants Brokers who are members of the MLS permission to advertise this listing in the media; thus, allowing any Broker who is a member of the MLS permission to actively market the Property in attempt to find a prospect

Seller/Lessor agrees to notify **Multiple Listing Solutions** immediately if a procuring cause issue arises and to fully cooperate and comply with any arbitration decisions reached by the MLS and the Realtor Association in regards to such procuring cause issue. **Seller/Lessor** further agrees to compensate **Multiple Listing Solutions** for any and all fees, fines and commissions damages incurred by **Multiple Listing Solutions** as a result of such arbitrations.

Seller/Lessor agrees to indemnify **Multiple Listing Solutions** and hold **Multiple Listing Solutions** harmless from losses, damages, costs, fines, and expenses of any nature, including attorney's fees, and from liability to any person, that **Multiple Listing Solutions** incurs because of (1) **Seller's/Lessor's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Multiple Listing Solutions**. This clause will survive **Multiple Listing Solutions'** performance and the transfer of title.

Seller/Lessor agrees to make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** will immediately inform **Multiple Listing Solutions** of any material facts that arise after signing this Agreement.

Seller/Lessor grants **Multiple Listing Solutions** the right to authorize dissemination of sales information prior to settlement to the MLS for its Participants.

Seller/Lessor acknowledges that through this Limited Service Agreement, **Multiple Listing Solutions** is only responsible for listing the Seller's/Lessor's Property on the MLS (Multiple Listing Service). **Multiple Listing Solutions** has "No Brokerage Relationship" with the **Seller/Lessor** and does not Represent the **Seller/Lessor**. **Seller/Lessor** has chosen to waive Broker Representation and be fully responsible for all appointment scheduling, property showings, negotiations, contract preparation, transaction coordination, and all other responsibilities (legal & non-legal) pertaining to the sale or lease of **Seller's/Lessor's** Property.

Seller/Lessor accepts legal responsibility for complying with all Federal laws, State laws, Local laws, Governmental Laws, Ordinances, Statutes, MLS Rules & Regulations and Property Disclosures. **Multiple Listing Solutions** strongly recommends that **Seller/Lessor** seek the guidance and advice of an attorney when selling or leasing Real Estate.

Seller/Lessor completely relieves **Multiple Listing Solutions & its Associates** from any and all Liability.

All persons and/or entities authorized to sell/rent the Property must sign this Agreement, and the undersigned signature(s) include all person(s) and/or entities, or their duly authorized representatives, who have an ownership interest in the Property. If the individual signing this Agreement is acting in a representative capacity, such individual certifies that he is legally authorized to enter into this Agreement.

This Agreement is the entire agreement between **Seller/Lessor** and **Multiple Listing Solutions**. No prior or present agreements or representations will be binding on **Seller or Broker** unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.

Date: _____

Signature: * _____

Date: _____

Signature: * _____

Phone 1: _____

Phone 2: _____

Fax: _____

Email: _____

Other: _____

Email 2: _____

How did you hear about us?

Service provided by:

Multiple Listing Solutions
Lic. Real Estate Broker
Toll Free: 1-888-657-7768
Mobile: 786-295-7806
Fax: 305-397-0970
Email: info@unlimitedmls.com
Website: www.UnlimitedMLS.com

Google:___ Yahoo:___ MSN:___ AOL:___ MSN:___ Bing:___

Facebook:___ Other:_____

Friend:___ Neighbor:___ Collogue:___

Name of Referrer: _____

Basic, Property Information & Description

Only fill out what applies!

Seller/Lessor Name(s): _____

Asking Price: _____

Property Address: _____

Legal Description: _____

***Property Type:** Single Family Condo/Coop/Villa/Townhouse

Multi Family Residential Land Commercial/Other

Subdivision Name: _____ **Year Built:** _____

Sq-Ft Living Area: _____ **Sq-Ft total Area:** _____ **Lot size:** _____

Beds: _____ **Baths:** _____ **HBaths:** _____

Garage Spaces: _____ **Carport Spaces:** _____ **Parking Description:** _____

Front Exposure: _____ **Construction Type:** _____

Roof Description Barrel Shingle Other _____

Floor Description: Carpet Tile Wood Marble Other _____

Rooms Description: Family Florida Other _____

Pool: Yes No **Waterfront Property:** Yes No

Remarks: "300 CHARS MAX" (Please write your description as you would like it to appear on your listing)

Directions: _____

Pets Allowed: Yes No

Pet Restrictions: _____

Interior Features: _____

Equipment & Appliances: _____

Restrictions: _____

Exterior Features: _____

Subdivision Information: _____

Heating Description: Central Unit Other _____

Cooling Description: Central Unit Other _____

Water Description Municipal Septic Other _____

Sewer Description: Municipal Septic Other _____

Financing Terms: Conventional FHA/VA Other: _____

Membership Purchase Required: Yes No

HOA or Condo or Maintenance Fee: Yes No **Fee:** _____ **Paid Per:** _____

Property Taxes: _____ **Tax Year:** _____ **Exemptions Reflected:** _____

Other Property Info: _____

Special Information: