

# BROKERLESS, INC. 12 Month Limited Service Flat Fee MLS Listing Agreement

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Thank You For *Choosing* Brokerless!

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**This Limited Service Exclusive Agency Listing Agreement ("Agreement") is between:**

\_\_\_\_\_ ("**Seller**") and

\_\_\_\_\_ ("**Broker**").  
**BROKERless, Inc.**

**1. AUTHORITY TO SELL PROPERTY:** Seller gives Broker the Exclusive Agency Right to sell the real and personal property (collectively "property") described below, at the price and terms described below. This exclusive agency right and authority shall remain in effect for a period of twelve months following the effective date, and shall expire at 11:59 p.m. on the last day of the twelfth month period following the effective date ("Expiration Date"). Seller certifies that Seller is legally entitled to convey the Property and all improvements. This 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.

## 2. DESCRIPTION OF PROPERTY:

**a) Real Property Street Address:** \_\_\_\_\_

**b) Legal Description:** \_\_\_\_\_

**c) Personal Property, including appliances:** All fixed equipment, window screens and hardware, attached floor coverings and attached lighting fixtures as presently installed on said property.

**3. PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to **Seller:**

**a) Price: \$** \_\_\_\_\_

**b) Financing Terms:**(check one) \_\_\_Cash; \_\_\_Conventional; \_\_\_VA; \_\_\_FHA

## 4. BROKER OBLIGATIONS AND AUTHORITY:

**a) Seller** authorizes **Broker** to place the property in the multiple listing service (**MLS**).

**b) Seller** authorizes **Broker** to offer compensation to **Cooperating Brokers**.

**c) Seller** authorizes **Broker** to report to the MLS/Association of Realtors this listing information and price, terms, and financing information on any resulting sale. **Seller**

authorizes **Broker**, the MLS and/or Association of Realtors to use, license or sell active listing and sold data.

**d) Seller** authorizes **Broker** to report to the MLS/Association of Realtors **Seller's** personal contact information in order for the **Seller** to be contacted directly by all interested parties, including buyers' agents.

**e) Broker** shall act as a **Nonrepresentative**.

## 5. SELLER OBLIGATIONS:

**a) Seller** shall indemnify **Broker** and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees and from liability to any person, that **Broker** incurs because of (1) Seller'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 Broker. This clause will survive **Broker's** performance and the transfer of title.

**b) Seller** shall make all legally required disclosures, including all facts that materially affect the property's value and are not readily observable or known by the broker. **Seller** represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.) other than the following: \_\_\_\_\_

**Seller** will immediately inform Broker, in writing, of any material facts that arise after signing this agreement.

**c) Seller** shall notify **Broker**, in writing, within 24 hours of any change in the status of the property, including, but not limited to, the acceptance of any contractual offer, the closing and funding of any sale, the termination of any purchase and sales agreement, cancellation, termination, etc.

**d) Seller** understands that he/she/it is responsible for making all necessary property disclosures as mandated by Federal and/or State and/or Local law.

## 6. COMPENSATION:

**a) Seller** agrees to compensate **Broker** for performing the responsibilities delineated in Paragraphs 4(a) and 4(b) **\$395.00**, which is due and payable immediately. **Seller** understands that this fee is not contingent on whether the property sells or who sells the property, whether it be **Broker**, **Seller** or other real estate licensee. **Seller** is aware, agrees and understands that once **Broker** has listed the property in the MLS, this specific fee has been earned and is non refundable.

**b) Seller** further agrees to compensate any **Cooperating Broker 2.5%** of the total purchase price at closing, should any broker who participates in the MLS in which compensation was offered by **Broker**, pursuant to paragraphs 4(a) and 4(b), sell the Property.

**7. ELECTRONIC SIGNATURE:** A signature transmitted electronically or by facsimile shall be deemed to have the same effect as an original signature.

## **8. BROKERAGE RELATIONSHIP:**

### **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, BROKER/ess, Inc. 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.

**9. ADDITIONAL TERMS:** **Seller** is aware and specifically understands that **Broker/ess, Inc.** will not negotiate on behalf of any party in any transaction and does not maintain an active escrow account. **Seller** agrees to receive all written offers directly from **buyers** or **buyer's agents** and to negotiate on its own behalf.

**10. MARKETABLE TITLE CLAUSE:** **Seller** warrants and represents that no later than time of closing, **Seller** shall be able to convey marketable title to the property.

**11. SPOUSAL JOINDER:** **Seller** shall, no later than time of closing, pursuant to the Florida Constitution, provide for the spousal joinder by executing any and all instruments required to deliver marketable title.

**12. LISTING STATUS CHANGE:** All status changes will require the prior approval of **Broker/ess**. **Seller** understands that a status change shall not be deemed effective unless and until **Broker/ess, Inc.** has received written confirmation of **Seller's** intent to change the status of the listing and has approved the status change. **Broker/ess, Inc.** will implement all status changes approved within a reasonable period of time, once received. **Seller** specifically understands and agrees that a status change will not serve to relieve **Seller** of or from his/her/its duties and/or obligations as set forth in all of paragraphs 5 and/or 6 of this agreement.

**13. DISPUTE RESOLUTION:** This agreement will be construed under Florida law. All controversies, claims and other matters in question between the parties out of or relating to

this Agreement or the breach thereof will be settled by first attempting mediation under the rules of the American Arbitration Association or other mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

**14. PERSONS BOUND:** This Contract shall bind and inure to the benefit of all parties hereto, their heirs, successors and assigns. Whenever the context permits, singular shall include plural and gender shall include all.

**15. ACKNOWLEDGEMENT:** By signing this agreement, **Seller** acknowledges that **Seller** has read and understands the entire agreement.

Date: \_\_\_\_\_ **Seller's Signature:** \_\_\_\_\_

Telephone#'s: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_ **Seller's Signature:** \_\_\_\_\_

Telephone#'s: \_\_\_\_\_ Email: \_\_\_\_\_

**Listing Associate or Broker:** \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: **BROKER/ess, Inc. Lic#CQ1026651** Telephone: **305-772-1173**

**This is a legally binding Contract and accordingly you may wish to seek Legal, Environmental and/or Tax Advice.**

Copy will be returned to **Seller** by: \_\_\_email\_\_\_facsimile.