



MLSRealtyDirect™

REALTOR® Assisted Marketing

Do-It-Yourself Kit





FAX SUBMISSION SHEET

From: _____

Phone: _____

Subject Property: _____

Pages: _____, including cover

Attachments:

- Listing Agreement
- Property Disclosure Statement(s)
- Credit Card Transmission Request
- MLS Profile Data Entry Sheet
- MLS Proof (changes requested approved)
- Purchase Agreement (upon receipt we will send you a FREE closing checklist)
- MLS Change Request

Toll-Free Fax: (866) 210-8638



MLS EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

Listing Broker: MLS REALTY DIRECT Hereinafter referred to as Listing Broker
Seller: [Redacted] Hereinafter referred to as Seller
Co-Seller: _____ Hereinafter referred to as Seller

Listing Broker in exchange for payment for services and Seller in exchange for having his/her property marketed, agrees to the following:

- 1. DEFINITION & LOCATION OF PROPERTY: The property is located at [Redacted] and in the [Redacted] zip code. It is legally located in the County of [Redacted] and is further referred to as the Property. If the seller is listing more than one property, seller agrees to list each property separately.
2. CONTENTS OF PROPERTY: Seller agrees to offer the Property and all fixtures attached for sale through the services of Listing Broker or to exclude said fixture(s) on the property type form provided on Listing Broker's website. Seller agrees to remove all personal property prior to sale or to list it in the contract for conveyance at the time of sale. Should any personal property be transferred under the contract of sale for the property, seller represents that it is free of any liens.
3. SELLING PRICE: The Property and all improvements are listed for sale at a price of \$[Redacted]. Listing Broker's website may offer comparable property data, links to appraisers or other professionals, or data sources that may assist in the Seller in the determination of an asking or acceptance price. However, Seller acknowledges that neither Listing Broker nor listing Broker's web site recommends an asking price or acceptance price and that Listing Broker and/or Listing Broker's web site are solely a data portal that provides Seller with the tools and/or access to professionals that assist Seller in making an educated decision. Seller acknowledges that Listing Broker does not guarantee the reliability of such data or professional assistance and is only acting as a navigator to and/or aggregator of these sources.
4. BUSINESS DAYS AND HOURS OF OPERATION: Listing Broker's hours of operation shall be Monday through Friday from 9AM to 5PM CST, and correspondence received outside these hours shall be deemed to be received at the opening of business on the next business day. All state and federal holidays shall also be treated as non-business days like weekends. Holidays shall be those of the State where the Listing Broker's office is located as well as those where the Property being listed is located.
5. LISTING FEE AND TERM: Listing Broker for a \$395.00 listing fee, will market the property for 180 days. The marketing shall commence immediately on the Commencement Date via a page on the Listing Broker's website provided to the Seller and edited by the Seller.

Once Seller pays the listing fee, Listing Broker will await the completion of the following preliminary requirements: 1) All the required forms must be filled out, signed where applicable and faxed to the broker. 2) The seller must upload through the website at minimum a front photo in JPG format.

Once the preliminary requirements are met, Listing Broker will be given two business days for the property to appear on the MLS and three business days from the time the property appears on the MLS for it to

appear on Realtor.Com. Listing Broker will make every attempt to input the listing immediately, however, Seller understands that in some cases delays are caused by the MLS and/or Realtor.Com which are out of the Listing Broker's control. If the delay exceeds the time limits in this paragraph, listing period can be extended free of charge at the Seller's discretion for the length of the delay, however, Listing Broker will not be deemed to be in breach of this contract for delays beyond Listing Broker's Control.

6. **SERVICES IN WHICH THE PROPERTY WILL BE LISTED:** Property will also be listed on the Listing Broker's website. The property will be listed in the **PENSACOLA MLS**. MLSs also disseminate their data in a variety of data-feeds. In some cases, the Listing Broker will have to give the MLS permission to do so which Listing Broker will always do. Some of those recipients sub-feed the data out to even more sites.

Examples may include:

Venue	Sub-venues
MLS's Public Website	
Other Broker's Websites	via Internet Data Exchange (IDX) via Virtual Office Web (VOW)
Realtor.Com	AOL.Com (America Online) WSJ.Com (Wall Street Journal) MSN.Com (Microsoft Network)
Newspapers	Depends on MLS
Search Engines	May be limited to MLS's public site turning up the search engine and your listing turning up on the MLS's public site
Other Real Estate Portals	Various

7. **CHANGES TO THE LISTING:** Seller must report all status changes to the Listing Broker immediately (same day) upon occurrence. In states with a preliminary contract period involving signed binders, attorney review or other similar cooling off periods, the Seller must report the commencement of said period once the preliminary document is fully executed (signed by both Seller and Buyer and delivered). Beyond that period or in states where there either is no preliminary period or none that applies, Seller agrees to notify the Listing Broker when the property is under contract (also when it is fully executed and regardless of whether any unsatisfied contingencies such as a property inspection, a finance commitment, etc. have been met). Seller further agrees to notify Listing Broker of transfer of title. Notifications shall still be required if the property goes under contract during the term of this listing and the listing expires while the property is still under contract.

Notification through Seller's client area on Listing Broker's website is required for all changes except notification of title transfer as Seller's computer will often be packed for moving at that time. Notification

through Listing Broker's website is still preferred but Telephone is acceptable notification of title transfer. Seller agrees to fax, scan-and-eMail or overnight-mail Listing Broker a copy of the HUD1 closing statement for all real property transfers as soon as title transfer occurs.

During the initial setting up of the MLS listing, Seller will be E-Mailed a copy of the listing. Seller will have one opportunity to review the listing and report all errors or changes. If the Seller does not report any changes to the Listing Broker within 3 business days, the listing is assumed to be correct and that opportunity to make changes will be forfeited. Alternatively, if changes or corrections are reported by the Seller, the Listing Broker will make the changes free of charge for this one time. If Listing Broker fails to make them correctly, a subsequent correction of a previously reported change will be fixed free of charge.

The Seller will also be given one additional free change beyond the initial listing setup period which may be done in the client area of the Listing Broker's website. Beyond that change, all future changes will be chargeable at \$25 per instance. However, status changes will always be free for the life of the listing. Status changes are a separate link within the client area of the Listing Broker's website.

8. **SELLER'S UNDERSTANDING OF THE EXTENT OF THE LISTING BROKER'S SERVICES:** Seller acknowledges that Listing Broker is not representing that Listing Broker will procure a purchaser of the Seller's Property, nor does this Listing guarantee any sale. Listing Broker will market the property as defined in listing plan above.

Seller acknowledges that Listing Broker is acting as a Transactional Agent and that Listing Broker will keep confidential information provided to Listing Broker by Seller private. However Seller acknowledges that Listing Broker provides an unbundled á la carte service which requires him/her to choose the services that he/she elects to use or in some situations to seek those services from third parties.

As a Seller's Agent, Listing Broker agrees to forward all inquiries, correspondence or offers received to the Seller but Seller permits the Listing Broker to encourage all parties making inquiries, conveying information or making offers to contact the seller directly.

Seller agrees to check Seller's email regularly (at once a day) and at minimum acknowledge receipt of all offers to the Cooperating Broker or the Buyer (if no Cooperating Broker) the same day (24hr) that the offer is received. The Seller is not required to accept or counter offer but to merely call the Cooperating Broker or the Buyer and acknowledge that the offer is in the Seller's possession and is being considered.

Seller also acknowledges that Listing Broker neither aids in negotiations (other than to pass forward communications received by fax or aid parties in contacting the Seller) nor dispenses legal advice and recommends that this be done by the Seller's attorney. Consequently, while Listing Broker is a fiduciary of the Seller and will guard any confidential information such as the Seller's minimum acceptance price and the Seller's motivation to sell, as a practice, Listing Broker does not ask these questions as Listing Broker believes that these issues are better handled with Seller's attorney.

Seller agrees to request all customer service electronically. All changes and inquiries are to be made using the client area of the Listing Broker's website. If the Seller needs to E-Mail Listing Broker, all E-Mails will be addressed to Glenn@MyHomeSpot.com and all faxes to (866) 210-8638.

9. **SELLER'S COMPLIANCE WITH LAWS AND RULES:** Seller agrees to comply with all laws (ordinances, statutes, and case law), and (if a Condo, Coop, PUD or other Association exists) all homeowners' association rules and regulations related to listing, selling, marketing or advertising the property (including the placement of lawn or window signs). Seller agrees to provide Listing Broker with any information

necessary to comply with MLS rules and regulations such as but not limited to the dates on which listing status changes, information about the Cooperating Brokerage if applicable, the price, the estimated closing date, etc. Seller agrees to hold harmless and indemnify Listing Broker for any claims resulting from any action by commission or omission by Listing Broker that is the result of incorrect information provided by the seller.

10. TYPE OF LISTING:

In accordance with the requirements of State of Florida the undersigned Owner(s) does (do) hereby acknowledge receipt of the following 2 definitions:

1. EXPLANATION OF EXCLUSIVE RIGHT TO SELL: An "exclusive right to sell" listing means that if you, the owner of the property find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.
2. EXPLANATION OF EXCLUSIVE AGENCY: An "exclusive agency" listing means that if you, the owner of the property finds a buyer, you will not have to pay a commission to the broker. However, if a MLS participating real estate broker finds a buyer, you will owe a commission to the selling broker via your present broker.

The following definitions shall also apply to this listing agreement but are not definitions that must be disclosed by state law.

1. Contingent Compensation: Payment for the sale or lease of real estate upon a contingent event; namely the transfer of title. Most commissions are Contingent Compensation
2. Non-Contingent Compensation: Payment for service rendered regardless of whether title transfers or not. This pertains to fees like our listing service fee.
3. Variable Compensation: Compensation that changes based on the set of circumstances. For example if the buyer is not introduced to the property by a cooperating broker, the total compensation is lower than when a cooperating broker introduces the buyer.
4. Find-a-Buyer: The Introduction of a Buyer to the Property.

This listing is an Exclusive Agency Listing Agreement with a variable compensation rate. All sales go through the Listing Broker and no other Broker may list the property during the term of the listing (see paragraph titled cancellation for exceptions). The owner must run all sales through the Listing Broker even from direct buyers. However, the compensation is variable in that if the Seller finds a Buyer, that is not represented by a another Broker (further referred to as Cooperating Broker) or was not introduced to the property by Cooperating Broker, the total compensation shall be only our \$395.00 up-front service fee paid at time of listing. Commission when applicable shall apply as defined in the Commission paragraph below.

COMMISSION AT TITLE TRANSFER WHEN A COOPERATING BROKER IS INVOLVED IN THE SALE

- a. If a another real estate brokerage introduces a buyer who purchases the property, upon transfer of title, seller agrees to pay the Listing Broker a Sale Commission.
- b. The Listing Broker in turn offers that entire Sale Commission to the Cooperating Broker by posting the offer of commission in the MLS. The Listing Broker keeps none of the Sale Commission.
- c. The Listing Broker also authorizes the closing agent to pay the commission directly to the Cooperating Broker, saving the step of issuing a check to the Listing Broker and the Listing Broker issuing a check back to the Cooperating Broker.

Cooperating Brokers may work in a variety of different capacities depending upon their preference, their client's (the Buyer's) desire, and the capacities permitted by state law. While Cooperating Brokers work with the Buyer, they may not necessarily be Buyer's Agents. The term Buyer's Agent defines a fiduciary relationship; one of trust and loyalty. The term Buyer's Broker defines a job or a task; not necessarily a fiduciary relationship. In MLS's that break down who the Listing broker will offer compensation to Cooperating Brokers working as Single Agents representing either the Buyer or Seller, Transactional Agent or NonRepresentative Agents. When working as a Single Agent representing the Seller, the Cooperating Broker is working as an agent of the Seller under the Listing Broker even though he/she is introducing the Buyer. The appearance of commission being offered for more than one capacity under which the Cooperating Broker may opt to work does not mean there will be more than one commission. The Cooperating Broker must pick one of those capacities and will only be paid for that one capacity under which he/she works.

The Sale Commission is \$ _____ or _____ % of the sale price.

Seller understands that if Seller sells the property to a buyer who has not been introduced to the property by a licensed real estate brokerage that no Sale Commission shall apply. Consequently, Seller agrees to require all visitors who see the interior of the property without the assistance of a licensed real estate brokerage to sign an attendance log. If the visitor is accompanied by a Cooperating Broker, the attendance log is not required. Said attendance sheet should be created by the Seller and have the following appearance and content:

Sample Attendance Log			
Attendance Log for 123 Main St., Anytown, NY 00000			
Name	Address	Phone Number	"Have you ever been introduced to this property by a licensed real estate brokerage? Circle one. If yes what licensee?."
			No Yes

If the prospective purchaser answers yes, it is further understood that they have been introduced by a Cooperating Brokerage and upon transfer of title, a Sale Commission would be due.

If Seller agrees to sell the property to a buyer who is not represented by a real estate licensee (other than the Listing Broker), Seller is encouraged to require the Buyer to sign a statement before transfer of title stating: "I(We) was (were) not introduced to this property by a licensed real estate brokerage. If a licensed real estate brokerage presents proof that they have introduced me (us) to this property, I (we) agree to pay any commission due by Seller to the Listing Broker." (Note: We [Listing Broker] would then pay the Cooperating Broker as defined in this agreement) Seller agrees that Seller is ultimately responsible for the Sale Commission and that this is not an assignment of Seller's contractual responsibility to the Listing Broker as defined in this document. If a Cooperating Brokerage is not paid a commission that it is due, the Cooperating Brokerage will likely take action against the Listing Brokerage. The encouraged Buyer's statement is merely a precautionary action to help the Seller collect the Sale Commission due to the Listing Broker if the Buyer has circumvented a Cooperating Brokerage who is due commission.

A copy of this listing agreement will serve as proof of what is due or not due to a Cooperating Broker, what was paid or not paid up front to the Broker and what is due or not due to the Broker at closing. No further commission bills or statements will be required of the Broker.

According to the Real Estate Settlement and Procedures Act (RESPA), fees must be reported on the HUD 1 form that is filled out by your closing agent or attorney. Flat Listing Fees are no different than traditional compensation (such as commissions), surveys or appraisals with respect to the need to report them. They must be recorded on the HUD1. Seller agrees to instruct his/her closing agent to note all fees arising out of this listing on the HUD1 settlement statement.

12. **ESCROWS:** Seller acknowledges that Listing Broker will not act as an escrowee and will not direct anyone verbally or in writing to have Listing Broker hold escrows or earnest money.
13. **WITHDRAWAL OF THE LISTING:** This clause shall survive any termination of this listing agreement and stand on its own regardless of whether the termination is for withdrawal, expiration or any other reason. This clause cannot be altered or cancelled except by express detailed written consent of the Listing Broker (not his representatives) and agreed to by the seller. Said alteration or cancellation must be penned in the brokers hand on this page in the margin immediately next to this clause and shall never consist of any MLS form or other forms. It must also be signed and dated by the Listing Broker and the Seller. It must contain written instructions specifically addressing this clause. No other document (for example an MLS withdrawal form, etc.) shall supersede this clause even if crafted after this clause commences. This clause shall terminate only when the conditions, terms and limitations within have been met.

Should title transfer to a buyer who was introduced to the property by a Cooperating Brokerage during the term of this listing, Seller agrees to compensate Listing Broker the Sale Commission (so that Listing Broker may compensate the Cooperating Broker) for the life of the contract with that buyer or six months beyond the termination of this listing whichever is greater. However, if the Seller re-lists with another brokerage after termination of this listing agreement, this paragraph shall not apply while the property is listed with another brokerage.

Seller may withdraw the property at any time by changing the status to permanently withdrawn through Seller's client area on the Listing Broker's website. The withdrawal will take effect 3 business days after the status change is made. The property will not be removed from the MLS until the 3 business day period elapses. The Listing Broker may remove the property at any time up until Midnight on the third business day.

However, Seller may not withdraw when an offer has been presented and the seller has not issued a formal reply to the party making the offer. Seller may not withdraw when the property is under contract. The seller must reject the offer or get released from the contract respectively and withdraw the listing thereafter. Alternatively the seller may allow the listing to proceed to transfer of title and let it terminate normally.

Additionally, the listing shall be automatically extended beyond the expiration date if the property is under contract on the expiration date. The extension shall run until the property's title transfers to the buyer and the Seller changes the status to Sold on the Listing Broker's Website. This extension is designed to give the Listing Broker time to record the transfer of title in MLS, however, it does not require the listing broker to alter the expiration date in the MLS listing. Consequently, the Listing Broker's only menu selection in the MLS if the contract should fall through may be Sold or Terminated; not Re-Activate. For this reason, if the listing broker offers extensions of the MLS Listing, said extensions must be exercised before the expiration of this listing unless Listing Broker permits otherwise. If the contract falls through during the automatic extension, Seller shall have 24 hours to change the status to expired.

Upon withdrawal, no refund shall be provided by Listing Broker unless Seller permits Listing Broker to refer Seller to a new broker (further known as the Referred Broker). If Seller permits the referral, Seller will receive a refund of \$100.00 upon transfer of title of the property and subject to the following conditions: While Seller may recommend the Referred Broker, the Listing Broker has the right to approve the Referred Broker or reject the Referred Broker and refer a different Referred Broker. The amount of said referral fee shall be at the discretion of the Listing Broker. The refund will not be refunded until the Referred Broker pays the Listing Broker a referral fee in full.

Listing Broker may terminate this agreement at any time with three business days (business days do not include weekends, federal or state [in which the property is located] holidays) notice but agrees to refund the pro-rata share of the listing fee. Pro-rata is defined as the number of days that elapsed from the commencement date of the listing to the date of cancellation divided by total number of days in the listing term. If the listing is under extension, Listing Broker will refund only the pro-rata share of extension fee for the extension term.

14. **SELLER'S AGREEMENT TO MAKE THE PROPERTY ACCESSIBLE:** Seller agrees to allow all Real Estate Licensees access to the property during reasonable business hours for the real estate industry as defined by local custom.
15. **DISCLOSURE:** Seller agrees to provide all Buyers with a Property Disclosure form prior to accepting an offer to sell the property. Seller shall neither seek nor receive any assistance from Listing Broker to complete said disclosure form. Said Disclosure form shall include all material defects which include but is not limited to disclosure of lead based paint, radon, termites, environmental hazards and any other disclosures required by law. Listing Broker provides a disclosure form which is included in the listing process on this website. Seller agrees to add to said disclosure form any relevant information not included on the disclosure form, as well as any other legally required disclosures. Seller agrees not to hold Listing Broker responsible for any omissions or lack of disclosures and indemnifies Listing Broker for any damages that arise out of an omission or lack of disclosure with respect to the property made by any party.
16. **REPORTING OF ACCEPTANCE OF AN OFFER, AND SALE OF PROPERTY:** Seller agrees to provide the Listing Broker with information necessary for the broker to abide by the rules and regulations of the local MLS with regards to reporting of changes in listing status. These include but are not limited to the acceptance of contracts, closed transactions and if applicable withdrawals.

Most MLSs impose fines on its membership to ensure that status changes are reported in a timely fashion. This time frame is usually within 24 hours after it occurs. Regardless of the time period that the MLS permits the Listing Broker, the seller, agrees to notify the Listing Broker of all status changes via the client area of the Listing Broker's website upon occurrence and never to exceed 24 hours beyond occurrence. Time shall count 7 days a week and not be extended for weekends or holidays, however, while Seller must report the status change 7 days a week, Listing Broker shall not be required to accept receipt thereof except during normal business hours. Should the Listing Broker's website fail to be operational due to any technical difficulty, Seller shall notify the Listing Broker via eMail or Fax, request confirmation and assume that notification was not received if the Seller does not receive confirmation back.

Seller shall notify the Listing Broker of acceptance of any offers. In states where a cooling off period (attorney review, binder, etc.) exists from the preliminary acceptance until the property is under contract, Seller agrees to notify the Listing Broker separately of the commencement of the cooling off period and the termination thereof. Upon termination of the cooling off period, Seller shall notify Listing Broker as to whether the property is then under contract or returned to standard active status without any offers under consideration. Seller agrees to deliver to the Listing Broker a copy of the accepted contract within 24 hours of acceptance via fax to 866-210-8638. Seller agrees to report any transfer of title to the property within 24 hours of transfer. If the seller is in the process of moving at that time and does not have internet access, reporting of transfer-of-title may be initially reported by phone followed by a formal website entry shortly thereafter.

The seller further agrees to cover any fines which may be imposed by the MLS for failure to comply with this listing agreement. Seller grants the Listing Broker permission to charge Seller's credit card for any such fines. If fines are received, Listing Broker shall present seller with a copy of the billing statement containing the fine if so requested by the Seller. This listing agreement shall serve as proof that the Seller has granted permission to the Listing Broker to charge the Seller's credit card for any and all fines imposed by the MLS that result from the seller's failure to comply with this agreement. The burden of proof should the Seller dispute any MLS fines shall be upon the Seller to show that he/she did in fact comply. This arrangement shall remain in effect during the entire term of the listing agreement.

17. **ADVERTISING:** Seller is free to do any supplemental advertising. However, no advertising shall contain the words "By Owner". Terms like House for Sale, Building for Sale, etc. would be acceptable. The property shall not be advertised at a price different from what appears in the MLS listing. No offers shall be



advertised to the public that would not be extended to a Buyer introduced by a Cooperating Broker. For example, Seller may not advertise X% or \$X less if buyer purchases without a cooperating broker. Similarly seller could not advertise that he/she is willing to pay closing costs if the buyer purchases without a cooperating Broker. Seller is free to negotiate and/or make concessions of this nature; just not to advertise them.

Listing Broker will provide you with a For Sale Sign that displays our office phone number. That phone number goes to our Interactive Voice Response (IVR) system; a sophisticated computer that reroutes the telephone traffic back to the Seller. Depending on the package chosen, it will either play the seller's telephone number or transfer the call.

Cooperating Brokers are likely to feel uncomfortable should they pull up to a property with a client and find a sign displaying the owner's telephone number with the words "By Owner". Listing Broker's phone system directs all traffic back to the Seller eliminating the need for the Seller's number. However, if the Seller is insistent on having his/her phone number on the sign, Listing Broker offers custom riders (for a fee) that say "For Appointments Call" and display the Seller's phone number in a professionally typeset fashion.

Listing Broker discourages the use of signs that are not issued by the Listing Broker and do not contain the name of the Listing Brokerage. However, if any sign besides the Broker's sign is used it must be limited to a Property for Sale sign (e.g. House for Sale, Building for Sale) and not contain the words "By Owner".

Seller understands that Listing Broker is trying to eliminate any potentially uncomfortable feelings that a Cooperating Broker may experience when his/her buyer sees the Seller's phone number and could possibly call the Seller directly in an attempt to circumvent the Cooperating Broker. This requirement is designed to make the Seller's property more attractive to Cooperating Brokers. Any inquiries that the Listing Broker receives from the listing broker's sign will be directed back to the Seller by the Listing Broker's phone system. When a buyer calls the Listing Broker's phone system, there is no opportunity to contact anyone about the Seller's property but the Seller.

Once the property is listed, Broker has sole editing discretion over the content and remarks on this website, the MLS or any other website that the Broker displays the listing. Seller is made aware that Broker must comply with various rules and regulations such as but not limited to equal opportunity housing and that Broker may need to restrict content in some cases that is in conflict with rules, regulations and this listing agreement.

18. FAIR HOUSING: Per the Civil Rights act of 1866, the Federal Fair Housing Act of 1968 and any other law as applicable, Seller acknowledges that he/she will not discriminate based on race color, religion, sex, handicap, familial status or national origin in violation of the law. Seller also acknowledges that many states have stricter laws that extend protection to age, income, sexual orientation, affectional orientation, political beliefs and other factors. Seller may also receive other State required documentation elaborating upon fair housing. Seller agrees to investigate all laws regarding discrimination and to indemnify and hold harmless Listing Broker from any liability arising from the seller violating any law against discrimination.

19. RESOLUTION OF DISPUTES & JURISDICTION: Should any dispute arise from this listing agreement or the sale of the property, Listing Broker's limit of liability is the Service Fee paid. If a commission was paid directly or through Listing Broker to a Cooperating Broker, Seller agrees to make all claims for reimbursement of said commission upon the Cooperating Broker directly. Parties agree that all actions will be heard in Escambia County, Florida under the Laws of the State.

Seller understands that legally, Seller offers the Listing Broker the commission and Listing Broker in turn offers said commission to Cooperating Brokers by publishing the offer in the MLS. Should the Seller fail to pay the commission on a purchase in which the buyer was introduced to the property by a Cooperating Brokerage, Seller understands that the Cooperating Brokerage can take the Listing Broker to arbitration or court for its fee.

Should the Cooperating Broker take the Listing Broker to arbitration or court, Seller will appear to testify if requested by the Listing Broker regardless of whether the venue has a legal right or jurisdiction to

subpoena the Seller. Seller consents to all service and/or notifications by Certified Mail or any other means even if received outside the adjudicating venue/jurisdiction. Seller agrees to permit the Listing Broker to assign his/her rights for damages from the seller for breach of this contract to the Cooperating Brokerage.

Should the Cooperating Broker prevail against the Listing Broker for a failure to pay commission and said unpaid commission was never paid by the Seller to the Listing Broker, Seller indemnifies and holds harmless Listing Broker and agrees to pay all damages awarded by an Arbitrator or a Court of Law to the Cooperating Broker.

Seller also agrees to be responsible for all legal fees incurred by Listing Broker to defend any claims arising out of Seller's breach of this contract or fees incurred by the Listing Broker to collect fees provided for in this agreement.

Seller agrees to permit Listing Broker to place a lien on the Property for the disputed commission, plus any damages and a reasonable estimate of attorney's fees. The lien shall remain pending the resolution of any disputes in either an arbitration or court case to insure the payment of funds. Alternatively, Seller may place this amount in escrow with the Listing Broker's attorney and avoid the lien. Seller is made aware that the Listing Broker retains only a modest fee for the services provided but is fully exposed to claims from a Cooperating Broker for a much larger portion of the total compensation paid by the seller. This necessitates the aforementioned terms. This clause is unlikely to be pertinent unless the Seller refuses to pay a commission due.

20. **ASSIGNMENT:** Seller may not assign his/her rights under this agreement except by will and subsequent death or court order. Should this agreement be assigned by will, or court order, assignee must accept and acknowledge in writing that this agreement shall be binding upon the assignee.

21. **TITLE HOLDERS:** Seller represents that all parties who have legal title to the Property are listed under Seller above and have signed under Seller below or:

1) Should the Property be corporately owned, party listed under Seller further represents that he/she is the appropriate corporate officer required to sign this listing and that all corporate officers required to sign have been listed above and signed under Seller below. If the Property is corporately owned, a corporate resolution permitting the sale of the Property must be sent to Listing Broker with this listing.

2) Should the Property be intestate or if the Property is being sold by a court appointed trustee, or party with a power of attorney, Seller must attach legal documentation e.g. court order; power of attorney etc. showing proof that seller has the legal right to list the Property for Sale.

Seller represents that Seller has the right to sell the Property. Seller confirms that he/she has read all of this agreement and agrees to it in its entirety.

22. **ALTERATIONS TO THIS DOCUMENT:** Signature below constitutes agreement to terms as they appeared on the Listing Broker's website when the service was purchased. Seller agrees not to alter the HTML Document in any way and that if there is any discrepancy between the way this document appears signed and the way it appeared on the Listing Broker's website at the point of purchase on the date signed below, that the original format at point of purchase shall prevail. However, if Listing Broker and Seller mutually agree to any changes, said changes will be clearly penned-in and initialed by both Listing Broker and Seller with each receiving a copy with said initialed changes.



23. **ELECTRONIC SIGNATURES & SUBMISSION OF DOCUMENTS:** By signing this form below and delivering a copy to the Listing Broker, Seller acknowledges not only this document but receipt of Seller's username and password. Seller agrees that by using Seller's user name and password to access this website to list and/or make future changes or purchases, Seller's user name and password will be equivalent to Seller's signature and given the same validity. MLSs sometimes require information to be transcribed onto their forms. Seller grants Listing Broker a limited power of attorney to sign MLS forms provided Listing Broker has received said information contained on the forms electronically on this website or by other correspondence from the seller. For example, if Seller logs into this website with Seller's username and password and changes the price of the property, Listing Broker may fill out the corresponding MLS form and sign the form on the Seller's behalf. Listing Broker shall not sign any documents but MLS forms on Seller's behalf.

Transaction Broker Notice

As a Transaction Broker, MLS Realty Direct, its associates and assigns, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any information requested by a party to remain confidential; and
6. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

ALL PAGES OF THIS DOCUMENT ARE DEEMED AS AN ORIGINAL DOCUMENT SIGNED ELECTRONICALLY BY THE SELLER (Florida Statute 668.004).

Broker Information

Seller Information

MLSRealtyDirect
 by Glenn Dorsey, its Broker
 429 S Navy Blvd
 Pensacola, FL 32507
 (850) 453-5555 Pensacola
 (866) 210-8638 Fax
Glenn@myhomespot.com

Signature	Date
Day Phone	
Eve Phone	
Fax Phone	
Cell Phone	
Email	

Real Estate Hotline Set-Up Instructions

HOW TO **SETUP** PROPERTY BOXES REMOTELY

At Main Menu, select option to "Advertise Your Property", this is currently option 5.

Press 1 to create new ad

Enter 4 digit password

Press 1 if correct

Press 1 to repeat info

Press 2 to transfer to box setup

Press 2 to change

Press 2 to renew ad

Enter Box Number, Then Enter Password

Write Your Box Information Here

Box: _____

Password: _____

Expire Date: _____

HOW TO **ADMINISTER** PROPERTY BOXES REMOTELY

Press 0 To check your messages (see VM Remote Functions)

Press 1 To record/play property description or address

Press 1 to record Property Address

Press 2 to record Property Description for Buyers

Press 3 to record Property Description for Brokers

Press 4 to play existing description

Press 5 to record Driving Directions

Press * to return to previous menu

Press # to return to main menu

Press 2 To enter price

Enter the asking price using the keys on your touch tone phone, e.g. if the price is \$149,000, enter 149000 and then the # key. Price will replay and if correct press 1, to change press 2.

Press 3 To setup property status, lockbox status and mls number

Press 1 to setup Property Status

Press 2 to setup Lockbox Status

Press 3 to enter MLS number

Press 4 to enable/disable this box

Press * to return to previous menu

Press 4 To setup search criteria

Press 1 if property is for sale

Press 2 if property is for rent



Press 5 To setup/hear statistics
Press 1 to receive statistics by fax
Press 2 to listen to statistics

Press 6 To delete box
Press 1 to permanently delete
Press 2 retain box

Press 7 To create a new box

Press 8 To change password for this box
Enter new password followed by # key, then system will replay entry
Press 1 to accept
Press 2 to change

Press 9 To setup pager notification

Press * To return to the Previous Menu

Press # To return to Main Menu

REAL ESTATE HOTLINE (CALLER'S PERSPECTIVE)

Hello and welcome to the Real Estate Information line. For listing information by property ID or MLS number, press 1. For information by property location, press 2. For information on how to list your home with our service, press 3. For real estate tools and information including a buyer's guide, a seller's guide, a finance guide, and mortgage calculator, press 4. To advertise your property, press 5. To speak to a representative, press 0. If caller enters a valid property code, system will play the recorded property description and will present the caller with the OPTIONS MENU:

- To be directly connected to the sales agent press 0
- To play back the description press 1
- To receive additional information via fax press 2
- To select another property press 3
- To return to the main menu press *
- To end this call press the # key

If caller presses 0, he will be transferred to the Realtor's / Seller's Voice Mailbox, where he can leave a message. If no assigned Realtor, and transfer is set, then only transfers to owner. If owner does not answer, then goes to voice mail and starts reminder notification to owner.

\$395 Flat Fee MLS-Only Listing

We have combined the freedom and control of "For Sale By Owner" real estate with the knowledge and professionalism of "Traditional Real Estate" and you won't risk missing buyers and REALTORS that may overlook "By Owner" homes.

For a flat fee of just \$395 we'll list your property on the Pensacola Association of Realtors Multiple Listing Service (MLS) locally, regionally and nationally, as well as provide you with all the marketing tools and services you need to sell your home.

- 6 month listing on the Multiple Listing Service
- Show Your Own Listing or Use a Lockbox
- All required disclosure forms uploaded to Listing
- FREE MLS Direct "For-Sale" sign
- FREE 24hr Information Hotline with tracking
- FREE Access to the Do-It-Yourself Home Selling Website
- FREE Portable Lockbox
- Your home featured on more than 100+ web sites including:
REALTOR.com Homes.com Yahoo Real Estate PensacolaMLS.com AOL
WSJ.com GulfBreezeMLS.com PNJ.com FLLiving.net MSN
and every local IDX website (Century21, Coldwell Banker, ERA, Exit Realty, etc).
- Retain the right to sell "By Owner" and you set the selling agent's commission - best of all, you never pay an agent a commission unless they bring you the buyer!



Advertising Value
\$1943.51

Traditional Method

\$200,000 Sales Price
-12,000 6% Comm
\$188,000



Assisted Method

\$200,000 Sales Price
-395 Listing Comm
\$199,605 By-Owner
-5,000 Selling Agent
\$194,605
(\$6,605 Savings)

MLS™ Listings Can Be Found Through Many Of These Top Websites



VOICE MAIL REMOTE FUNCTIONS

Call: (850) 453-5563. Anytime during greeting message, press # key followed by your box number, Enter your password then follow the voice prompts from the main menu.

MAIN MENU:

- Press 1 New Messages
- Press 2 Old Messages
- Press 3 Send a Message (only within Hotline)
- Press 4 Additional Options

Option 4 - ADDITIONAL OPTIONS

- Press 1 RECORD / CHANGE MAILBOX GREETING
(e.g. This is John, please leave a message.)
- Press 2 RECORD / CHANGE MAILBOX NAME *(e.g. John Smith.)*
- Press 3 CHANGE PASSWORD
(password: 1 to 8 digits long, 4 digits recommended)

Press 4 CHANGE GREETING NUMBER (from 1 - 9)

Press 5 CALL TRANSFER OPTIONS
(to transfer callers to an outbound phone number)

Press 0 Disable Call Transfer

- Press 1 Enable Supervised Transfer
 - Press 1 Change Transfer number
 - Press 2 Change Transfer time frame
 - a. Enter time to start transfer (24hr military format)
 - b. Enter time to finish transfer (24hr military format)
 - Press 3 Change number of rings
 - Press * Return to previous menu
 - Press # Return to Main Menu

- Press 2 Enable Blind Transfer
 - Press 1 Change Transfer number
 - Press 2 Change Transfer time frame
 - a. Enter time to start transfer (24hr military format)
 - b. Enter time to finish transfer (24hr military format)
 - Press 3 Change number of rings
 - Press * Return to previous menu
 - Press # Return to Main Menu

Option 1 - PLAY NEW MESSAGES

During message play

- 1 Pause
- 2 Fast Forward
- 3 Rewind
- 4 Pause (5 sec.)
- # End message play

Option 2 - PLAY OLD MESSAGES

After message has played

- 1 Play back message
- 2 Save message
- 3 Delete message
- 4 Message info (date / time / CID)
- 5 Reply to message (if call id known)
- 6 Play next message
- 7 Play Previous
- * Return to Previous Menu
- # Return to Main Menu

Option 3 - SEND A MESSAGE

(only within Hotline)

Enter Mail box number
Record your message after the beep.
To terminate press the # key.

Post recording menu:

- 1 Save message
- 2 Review message
- 3 Re-record message
- 4 Delete message

Option 4 - CALL TRANSFER

- 1 Record / Change MB Greeting
- 2 Record / Change MB Name
- 3 Change Password
- 4 Change Greeting Number
- 5 Call Transfer Options
- 6 Message Notification Options
- 7 Message Forwarding Options



Press 6 MESSAGE NOTIFICATION OPTIONS
(to notify about new messages via phone or pagers)

Enter Notification Number 1 - 4 (Hotline can notify via a call list of up to 4 numbers)

Press 0 Disable Notification (to selected number)

Press 1 Enable Notification to a phone (to selected number)

Press 1 Change notification number

Press 2 Change notification time frame

a. Enter the time to start notification (in 24 h. military format)

b. Enter the time to finish notification (in 24 h. military format)

Press 3 Change number of tries (Enter how many times to retry if N/A or busy)

Press 4 Change wait time between tries (in minutes)

Press 2 Enable Notification to a digital pager (to selected number)

Press 1 Change notification number

Press 2 Change notification time frame

a. Enter the time to start notification (in 24 h. military format)

b. Enter the time to finish notification (in 24 h. military format)

Press 3 Change number of tries (Enter how many times to retry if N/A or busy)

Press 4 Change wait time between tries (in minutes)

Press 3 Enable Notification to a tone pager (to selected number)

Press 1 Change notification number

Press 2 Change notification time frame

a. Enter the time to start notification (in 24 h. military format)

b. Enter the time to finish notification (in 24 h. military format)

Press 3 Change number of tries (Enter how many times to retry if N/A or busy)

Press 4 Change wait time between tries (in minutes)

Press 7 MESSAGE FORWARDING OPTIONS (to forward messages to another mailbox)

Press 0 Disable Message Forwarding

Press 1 Enable Message Forwarding

Enter Mail Box number to forward messages to.

**** Optional Services**

You can receive a variety of "traffic" reports via email. These reports can be sent per call, daily, weekly, or monthly. Please send an email to glenn@myhomespot.com with your mailbox number in the subject line.

You can add a 10pg fax-back package to your hotline. This package typically includes a flyer of your property, a blank buyer's contract package and all required property disclosures.

Sample Advertisement

FSBO Tiger Point Country Club 4bed/3ba/3219sqft with screened pool, fenced yard, 3car garage, sprinkler system and more. Featured home in Better Homes and Garden. Visit www.GulfBreezeMLS.com or call 24/7 infoline at (850) 453-8350 id#401.



\$5,000 R E W A R D

Price Fixing & Boycotting

Across the country, and even here in Northwest Florida area, there are reports of agents trying to steer potential buyers away from low or no commission competitors in an attempt to keep real estate commissions high. This is not legal.

Price fixing - Trying to keep commission rates high by boycotting or steering customers away from, companies that offer less than high commission rates.

The 1890 Sherman Act prohibits any agreement among competitors.

If an agent ever tells you not list your property with a broker who offers discounted commissions, they are breaking the law. If an agent ever tells you that no agent will show your property because you are currently listed with a discount broker, they have broken the law. Violation is a felony. Restitution to victims: civil recovery up to 3 times damages, \$10M corporations and \$350K and/or imprisonment for individuals.

Please report this illegal activity immediately to:
Department of Justice
Antitrust Division - New Case Unit
601 D Street NW, Ste 10107
Washington, DC 20530

email: newcase.atr@usdoj.gov
PH: 1-888-647-3256 or 1-202-307-2040
This type of price fixing is taken very, very seriously.

Justice Dept sues National Association of Realtors

On Thursday, Sept 8th, 2005, the Justice Department filed an antitrust (price fixing) lawsuit against the National Association of Realtors over the group's new Internet listing policy, saying it restricts competition from web-based brokers. We'll keep you posted on the outcome of this landmark case.

Sept 8th Lawsuit Update: Immediately upon the Justice Department's filing, the NAR backed down and revised their policies pursuant to the Justice Department requirements. Now, brokers have until the summer of 2006 to include all MLS listings on their web sites - not just cherry-picking the high commission listings.

\$5000 Reward offered by MLS Realty Direct, for the arrest and conviction of any licensed real estate agent referred to us for price fixing. If an agent leaves a message on your cell phone or home answering voice mail, save the message! Bring the message to us and we'll get it to the FBI and/or Justice Dept and we will press for immediate prosecution. Price fixing is to be taken very, very seriously. Price fixing can be as simple as them saying that "nobody uses agent "A" because they are a discount broker" or "you are currently using agent "A" but no agent will show your house because they are a discount agency". This is in an attempt to try and keep real estate commissions high. Any of these, or similar statements are blatantly illegal and must be reported.