

Limited Service Listing Agreement

1 This Limited Service Listing Agreement ("Agreement") is between

2* _____ ("Seller")

3* and brokerage _____ ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property
 5 (collectively "Property") described below, at the price and terms described below, beginning
 6* _____ and terminating at 11:59 p.m. on _____ ("Termination Date"). This
 7 Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national
 8 origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is
 9 legally entitled to convey the Property and all improvements.

10 **2. Description of Property:**

11* **(a) Street Address:** _____

12 _____

13* Legal Description: _____

14* _____ See Attachment _____

15* **(b) Personal Property, including appliances:** _____

16* _____ See Attachment _____

17 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

18* **(a) (a) Price:** \$ _____

19* **(b) (b) Financing Terms:** Cash Conventional VA FHA Other (specify) _____

20 **4. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
 21 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
 22 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller
 23 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,
 24 terms, and financing information on any resulting sale for use by authorized Board / Association members and
 25 MLS participants and subscribers unless Seller directs Broker otherwise in writing.

26 **5. Broker Authority:** Seller authorizes Broker to:

27 **(a)** Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless
 28 limited in (5)(a)(i) or (5)(a)(ii) below.

29 **(Seller opt-out) (Check one if applicable)**

30* **(i)** Display the Property on the Internet except the street address.

31* **(ii)** Seller does not authorize Broker to display the Property on the Internet.

32 Seller understands and acknowledges that if Seller selects option (ii), consumers who search for listings
 33 on the Internet will not see information about the listed property in response to their search.

34* _____ / _____ **Initials of Seller**

35 **(b) Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These
 36 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
 37 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
 38 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
 39 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
 40 comments and reviews about this Property.

41* Seller does not authorize an automated estimate of the market value of the listing (or a hyperlink to such
 42 estimate) to be displayed in immediate conjunction with the listing of this Property.

43* Seller does not authorize third parties to write comments or reviews about the listing of the Property (or
 44 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

45 **(c)** Place appropriate transaction signs on the Property, including "For Sale" signs.

46 **(d)** Offer compensation to cooperating brokers if Seller directs Broker to do so as specified in paragraph 7 below.

Seller (____) (____) and Broker/SalesAuthorized Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 1
 of 3.

The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via
 any field in the Multiple Listing Service.

47* (e) Perform the following: _____
48 _____

- 49 **6. Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:
- 50 (a) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
51 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
52 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the
53 existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker
54 who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This
55 clause will survive **Broker's** performance and the transfer of title.
- 56 (b) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
57 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such
58 material facts (local government building code violations, unobservable defects, etc.) other than the following:

59* _____
60 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- 61 **7. Compensation:** **Brokerage Commissions are not set by law and are fully negotiable.** **Seller** will compensate
62* **Broker** for performing the responsibilities delineated in Paragraphs 4 and 5(a) \$ _____ or
63 _____% of list price or purchase price on _____ (date) regardless whether the Property
64 sells and no matter who sells the Property, whether by **Seller**, **Broker**, or other real estate licensee:

65 (Check **one** and complete if applicable)

66* **Seller** authorizes **Broker** to offer compensation to buyer's broker in the amount of: _____ % of the
67 purchase price or \$ _____. This compensation will be set forth in a separate written agreement
68 between **Broker** and buyer's broker. will pay **Broker** \$ _____ or _____% of the purchase
69 price at closing if a broker, who participates in the MLS in which compensation was offered by **Broker**, sells
70 the Property.

71* **Seller** authorizes **Broker** to communicate **Seller's** offer of compensation to buyer's broker in the amount of:
72 _____ % of the purchase price or \$ _____. This compensation will be set forth in a separate
73* written agreement between **Seller** and buyer's broker. will pay **Broker** \$ _____ or _____%
74 of list price or purchase price at closing for any other services specified in this Agreement.

75 No Compensation will be offered to buyer's broker.

- 76 **8. Brokerage Relationship: (check whichever applies)** **Broker** will act as a transaction broker, act as a
77* single agent of **Seller**, act as a single agent of **Seller** with consent to transition to transaction broker, or
78 have no brokerage relationship with **Seller**.

79 **9. Miscellaneous:** This Agreement is the entire agreement between **Seller** and **Broker**. No prior or present
80 agreements or representations will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic
81 signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile
82 will be considered as originals.

83* **10. Additional Terms:** _____
84 _____
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Seller (____) (____) and Broker/~~Sales~~Authorized Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 3.

The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

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114* **Seller's Signature:** _____ **Date:** _____

115* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

116* Address: _____

117* Email Address: _____

118* **Seller's Signature:** _____ **Date:** _____

119* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

120* Address: _____

121* Email Address: _____

122* **Broker or Authorized Sales Associate or Broker:** _____ **Date:** _____

Seller (____) (____) and Broker/~~Sales~~Authorized Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 3.

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123* Brokerage Firm Name: _____ Telephone: _____

124* Address: _____

125* Copy returned to **Seller** on _____ by email facsimile mail personal delivery.

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