

Attn: Nancy



New Jersey Office: (Mailing Address)

1110 Hamilton Blvd, Suite 2A, South Plainfield, NJ 07080

New York Office:

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Email: INFO@RealmartRealty.com

**Realmart Realty Real Estate LISTING AGREEMENT
Exclusive Right to Sell- Limited Service**

Address (Unit #)			
City:		County:	
State:		Zip:	
Owner Name:		Phone:	
Owner Email:			
Owner 2 Name:		Phone:	
Owner 2 Email:			

Property Listing Price:	
Contract Term (Months):	<input type="checkbox"/> 3 Mo <input type="checkbox"/> 6 Mo <input type="checkbox"/> 12 Mo
Flat Fee Paid to Realmart Realty LLC (Enter N/A if paid through other sites such as FSBO)	
Listing Start Date: (MM/DD/YYYY)	
Listing Expiration Date: (MM/DD/YYYY)	

1.) **TERM OF CONTRACT:** This is a Limited Service Exclusive Right to sell Agreement between Realmart Realty LLC (herein the "BROKER) and the Owner(s) Listed Above (herein the "OWNER"). The listing price is listed above and the OWNER is solely responsible for determining the listing price. This contract commences on the date of BROKER acceptance of the contract and expires on the date selected by the OWNER. OWNER may terminate (without monetary refund) this limited service agreement at any time upon at least 3 days prior written notice to BROKER provided that there is not then a contract pending for the sale of the property to a buyer who was brought to the property by any real estate agent who is entitled to a sales commission

2.) **BROKERAGE FEE** - The OWNER is a "For Sale By Owner" who desires to have BROKER list his/her real Property on the Multiple Listing Service applicable to their county (herein the MLS), and is willing to pay a commission to any Brokerage that brings an offer that is accepted by the OWNER.

3.) **COMMISSION RATE** - OWNER does not want to be represented by any real estate company, including BROKER. In return for listing the Owner's information on said MLS, the OWNER has paid BROKER a flat fee upfront and no other money is due BROKER for the listing of this property. During the life of this contract, if any Agency/Brokerage including listing broker, finds a buyer who is ready, able, and willing to buy said property at said price and terms, or any other price or terms to which the OWNER may agree in writing, the OWNER hereby agrees to pay that Brokerage, irrespective of agency relationship(s), **a sales commission of split of _____% minus \$150** (The -\$150 is a processing fee subtracted from buyer's agent commission). There is no extra fee paid by the OWNER. It is expressly understood that this is an Exclusive right to sell agreement and as such, the OWNER reserves the right to sell, or exchange the Property to any purchaser who the OWNER finds and procures on his/her own, without further obligation for a commission to BROKER or any Brokerage. (The listing broker has already been paid his listing commission up front)

Note: *the OWNER agrees to notify broker within 48 hours of accepting an offer of sale by faxing the fully executed contract of sale to broker. It must include identity of all parties, price, and terms of contract. If OWNER fails to comply with this provision, OWNER agrees to defend, indemnify and hold broker harmless of any and all fines, fees and penalties, arising out of or resulting from OWNER's failure to timely fax back of the executed contract.*

OWNER Initials: _____, _____

4.) **OWNER WARRANTIES/DISCLOSURES** - The OWNER warrants that the individuals or entity listed above as the "OWNER" represents all of the record owners of the Property. The OWNER warrants that he/she has made marketable title and an established right to sell, or exchange the Property.

5. **AGENCY RELATIONSHIPS** - It is expressly understood by the OWNER that BROKER does not represent the OWNER in any way whatsoever and that this agreement does not form any agency relationship between the OWNER and BROKER. The payment of the above fixed fee by the OWNER to BROKER does not make BROKER either the agent or subagent of the OWNER.

6.) **LIMITED LIABILITY** - BROKER may, but is in no way obligated to, make any effort to find a buyer for the Property. BROKER's only obligation under this agreement is to list information about the Property, supplied by the OWNER, on the Multiple Listing Service (MLS). The MLS may distribute the listing to various web sites like Realtor.com. The OWNER will provide a completed MLS listing input form and will be responsible for the accuracy of the data, including the descriptions of the Property. BROKER will in no way be liable for the accuracy of the data. The only service that BROKER will perform for the OWNER is that of placing this data on the designated MLS.

7.) **PROFESSIONAL ADVICE** - BROKER is trained in the marketing of real estate. BROKER is not trained to provide the OWNER or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. OWNER acknowledges that BROKER duly advised OWNER to obtain independent legal and tax advice regarding: (I) legal or tax matters; (II) the physical condition of the Property; (III) this Commission Agreement; or (IV) any transaction for the acquisition of the Property, Broker (V) any brokerage commission rebates to buyer (if applicable). Broker **STRONGLY RECOMMENDS THAT THE OWNER OBTAIN SUCH INDEPENDENT ADVICE.**

8.) **DEFENSE AND INDEMNIFICATION**- In any action, proceeding, or arbitration arising out of or resulting from this Commission Agreement involving the OWNER, BROKER, other aggrieved party, OWNER agrees to defend, indemnify and hold BROKER and its agents harmless from and against any and all damages, claims, suits, judgments, and awards. This includes, but is not limited to attorneys' fees, court costs, arbitration costs, filing costs, penalties, fines, indemnity, contribution, judgments, interest on judgments, collection fees, and outstanding or disputed commissions owed to other brokerage firms.

9.) **COMMISSION DISPUTES (OWNER'S DUTY TO DEFEND)** - In the event an aggrieved party files an arbitration claim or lawsuit against or in any way involving Broker that seeks payment of a commission or money damages in connection with the sale or attempted sale of the Property, OWNER agrees to indemnify, defend and hold Broker harmless from, and aid Broker in defense of any such claim or lawsuit ("Duty to Defend"). If OWNER fails, for any reason, to fulfill its Duty to Defend, Broker may seek indemnity, contribution, and/or reimbursement from OWNER for all costs incurred as a result of the claim or lawsuit, including attorneys' fees as well as recovery of all costs of collection thereof, including but not limited to attorneys' fees, collection agency fees, court costs, and expenses.

10.) **OWNER AUTHORIZATION** - BROKER is authorized to disclose after closing the final terms and sale price of the Property to the designated MLS service.

11.) **EQUAL HOUSING OPPORTUNITY** - OWNER and BROKER agree to comply with Federal, State, and Local fair housing laws.

12.) **FAXES/SCAN/EMAIL** - Facsimile (fax) transmission, Scan and Email of a signed copy of this Listing Agreement, and retransmission of a signed fax, shall be the same as delivery of an original. If this transaction involved multiple owners this Listing Agreement may be executed in counterparts. Electronic signatures are also accepted by state law.

13.) **ENTIRE AGREEMENT** - This Commission Agreement including the MLS Listing Input form/information given verbally/information given via email contain the entire agreement between the parties relating to the subject matter of this Commission Agreement. This Commission Agreement may not be modified or amended except in writing signed by the parties hereto.

14) **CREDIT CARD AUTHORIZATION** - OWNER agrees to maintain a valid credit card on file with BROKER for the duration of this listing. OWNER authorizes BROKER to immediately charge any fines, fees, penalties, and judgments as set forth in this agreement. OWNER'S failure to maintain a valid credit card will result in an administrative fee of \$50, in addition to the authorized fees as outlined by this agreement.

OWNER Initials: _____, _____

15) **MLS RULES. - OWNER** understands that the appropriate MLS may require additional listing forms and agrees to cooperate to complete the forms needed for BROKER to comply with MLS requirements.

16) **OPTIONAL CONTRACT NEGOTIATION SERVICE AT 0.5%** - There will be 0.5% Commission Paid by OWNER At Closing For Realmart Realty. All Contracts Will Be Prepared By BROKER. (Un-experienced real estate owners (people who sold homes less than 3 times) should consider using this option to best protect the OWNER's interest)

OWNER ___ ACCEPT ___ DECLINE Contract Negotiation Service Provided By BROKER.

Owner Print Name Owner Signature Date

Owner 2 Print Name Owner 2 Signature Date

Qizhan "Jack" Yao

Realmart Realty Broker Broker Signature Date

Important note: Please be advised that any potential buyers brought to your home by a licensed real estate agent can not negotiate a purchase directly through you, agents are protected through the process called procuring cause, those buyers must submit their offer through that showing agent.

In the state of New Jersey, commissions are negotiable

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