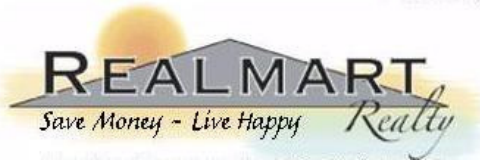


Attn: Nancy



**Brokers Full Service MLS Listing Agreement**  
**AGENT ADVANTAGE – 1% FULL AGENCY REPRESENTATION**

1.) This is an Exclusive Right to sell Agreement entered into on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, between Realmart Realty (herein the "BROKER"), and \_\_\_\_\_ (herein the "Seller") for the following real Property owned by the Seller described as follows:  
Street Address \_\_\_\_\_ Unit Number \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_. The Listing Price of the Property shall be \$ \_\_\_\_\_.

2.) **BROKERAGE FEE** - The Seller 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 Seller.

3.) **SELLER REPRESENTATION** - Seller agrees to be represented by the BROKER. The seller has paid BROKER a flat fee upfront as a deposit. There will be a **1% (or \$3695 whichever is higher)** total marketing fee due to the BROKER upon closing 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 Seller may agree in writing, the Seller hereby agrees to pay that Brokerage, irrespective of agency relationship(s), **a sales commission of \_\_2%\_\_\* minus \$150** (The -\$150 is a processing fee subtracted from buyer's agent commission). It is expressly understood that this is an Exclusive right to sell agreement with the exception that the Seller reserves the right to sell, lease, or exchange the Property to any purchaser who the Seller finds and procures on his/her own, in which case, only Listing commission of 1% (or \$3695 whichever is higher) is due to the BROKER.

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

5.) **AGENCY RELATIONSHIPS** - It is expressly understood by the Seller that BROKER represent the Seller as a transaction broker with disclosed dual agency when opportunity arises.

6.) **PROFESSIONAL ADVICE** - BROKER is trained in the marketing of real estate. BROKER is not trained to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. If the Seller desires 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 **STRONGLY RECOMMENDS THAT THE SELLER OBTAIN SUCH INDEPENDENT ADVICE.**

7.) **ATTORNEY FEES** - In any action or proceeding arising out of this Commission Agreement involving the Seller and/or BROKER, the prevailing party shall be entitled to reasonable attorney fees and costs.

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

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

10.) **FAXES** - Facsimile (fax) transmission 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.

