Attn: Nancy



Brokers Full Service MLS Listing Agreement

AGENT ADVANTAGE - 1% FULL AGENCY REPRESENTATION

 This is an Exclusive Right 	to sell Agreer	ment entered into	on this	Day of	,	20,
between Realmart Realt	y (herein th	ne "BROKE	R"), and			
(herein the "Seller") for	the followi	ng real Prope	rty owned b	y the Seller des	cribed as f	ollows:
Street Address			Uni	t Number	_	
City	State	Zip Code	•	The Listing Price of	f the Property	r
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.

11.) ENTIRE AGREED given verbally/information matter of this Commission writing signed by the particular to the particul	on given via en on Agreement.	nail contain the	e entire agreement bety	ween the parties re	elating to the subject	ct
12.) TERM OF CO and has no expiration da at least 5 days prior writ property to a buyer who	te. Seller may to ten notice to BI	erminate (without ROKER provid	out monetary refund) the ed that there is not the	his service agreem n a contract pendir	ent at any time upong for the sale of the	n
13.) MLS RULES Sel cooperate to complete the					forms and agrees t	:0
Accepted by Broker:			Accepted by S	Accepted by Seller(s):		
Broker's Signature Date		2	Owner's Signa	ture	Date	
			Owner 2		Date	
I authorize Realmart fee deposit.	Realty, LLC	to charge my	y credit card in the	amount of \$_6	95_as marketing	g
AMEX	MC	Visa	Discover	(circle one)		
Cardholders Name: (as it appears o	n card)				
Card #			_Exp. Date	CVV#_		
Billing Address:						
Sales Property Addre	ess:					
Far Ciana Only		•	ent than billing add	ress)		
For Signs Only:			g address)			
Your Signature:			,			
Full ServiceMLS Listing	g Includes: (see	RealmartReal	ty.com for full detail)			

- Total 3% Maximum Commission (1% for Realmart Realty, 2% for Co-Broker Office).
- Personal Consultation and Coaching with Pricing, Staging, Showings, Open Houses etc
- In Home Evaluation of Clean up, Staging, Painting to Ensure Fast Sell
- Professional Photography with Virtual Tours, Color Flyers and Single Property Web Site
- Realtor Digital Lockbox for Easy Showing and Reporting (if not available, Combo lockbox)
- Agent Hosted Open Houses Upon Advance Request
- Unlimited Seller Hosted Open Houses to Capture Buyer Directly.
- If Seller Captures a Buyer, Will Save 2% commission.
- Full Agent Support with Contract Negotiation, Attorney Review, Inspection, Appraisal & Closing

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