

I am working with a Home Towne Real Estate agent (Y/N) _____

If Yes, that agent is: _____



LISTING AGREEMENT

I _____, undersigned, certify that I am the Owner of the Property listed below, or a legal agent acting on behalf of said Owner. I hereby agree to the following terms and conditions of this Listing Agreement:

1. PROPERTY ADDRESS:
2. CITY: _____ STATE: _____ ZIPCODE: _____
3. OWNER NAME:
4. OWNER NAME:
5. BROKER: The Listing Broker is Home Towne Team Select, LLC.
6. LISTING TERM: This Agreement shall commence today, _____ and shall terminate in _____ days.
7. LIST PRICE: \$ _____
8. I am not currently working with another Realtor, or I have properly terminated that relationship prior to listing my home with Home Towne Team Select.
9. COOPERATING BROKERAGE COMMISSION: Owner shall pay a commission of _____ % (commission % rate) of gross sales price to any licensed real estate agent or broker who procures a ready and willing purchaser for said property on the terms and conditions specified by me. Owner further agrees that if the property is sold to any purchaser presented by a licensed real estate broker during the term of this agreement or within a 60 day period of its cancellation or expiration, the Owner is obligated to pay this commission. The only exception exists if the Owner has, within the 60 day period, entered into another listing agreement with another licensed real estate broker or firm. Owner, however, has the permission to sell the property to a purchaser who is not represented by a real estate broker.
10. OWNER'S RESPONSIBILITIES AND DUTIES: Owner shall provide Broker with all pertinent information requested on the provided forms and must agree that all information provided is to the best of Owner's knowledge. Owner agrees to be responsible for any discrepancies or inaccuracies in the listing input form used to create the listing in the MLS. Upon receipt of a copy from the Broker, Owner MUST review all documents and notify Broker of all inaccuracies. Any and all changes must be submitted in writing. (fax transmissions accepted).
11. OWNER ACKNOWLEDGEMENT: Owner acknowledges that Broker is not acting as a full service real estate broker nor does Broker represent Owner or said property in such a manner. Broker is acting as a limited service real estate broker, where services are selected and paid for by Owner. **UNLESS OTHER SERVICES ARE PURCHASED SEPARATELY, OWNER ACKNOWLEDGES THAT BROKER HAS RESPONSIBILITY TO ENTER THE PROPERTY INTO MLS AND UPDATE AS REASONABLY REQUIRED. OWNER HAS RESPONSIBILITY FOR ALL SHOWINGS, PROVIDING DISCLOSURES, NEGOTIATIONS, CLOSING COORDINATIONS, ETC. OWNER IS HEREBY ADVISED THAT THE SELLING OF REAL ESTATE PROPERTY MAY BE OF A COMPLEX NATURE AND IS ADVISED AND PRESENTED WITH THE OPTION TO ENLIST BROKER AS A FULL SERVICE FIRM, OR OTHERWISE SEEK LEGAL COUNSEL.**
12. OWNER UPDATES: Owner acknowledges that he/she must notify the Broker of any changes to the listing (such as the list price, commission, description/remarks, photos, etc) in writing, via fax, or via email. Owner must provide sufficient details for the listing to be updated and maintained in a timely and correct manner. Owner acknowledges that excessive requests for changes to the listing agreement could result in extra charges, as notified by the Broker. Owner must notify the Broker of all status changes to the property including Under Contract, Sold, Withdrawn, or Active. Notification of status

changes must occur within 24 hours of the status change, and the Broker must be notified in writing, via fax, or via email

13. **OWNER LATE-FEE AND NON-COMPLIANCE:** Owner agrees to pay any fees incurred by the Broker as a result of non-compliance by the Owner with the Owner obligations listed above. Such fees may include, but are not limited to, MLS fines charged to the broker.
14. **OWNER COMPLIANCE:** Owner must comply with all the laws, regulations, statues, ordinances, and any other regulations pertaining to the sale of the said property.
15. **BROKER DUTIES:** Broker has the Owners authorization to enter and to disseminate all information provided of said property via the local Realtor MLS and all participating real estate web sites during the entire Term of this Agreement. Broker will comply with all the rules and regulations established by the MLS and all the laws relating to the sale of real property in the State which it is engaged to do business in.
16. **BROKER RELATIONSHIP AND OBLIGATIONS:** Broker hereby establishes a limited agency relationship with OWNER. As referenced in section 11, Broker shall not be responsible for marketing said property (other than listing the property on MLS and affiliated websites), shall have no obligation to arrange appointments, show property, negotiate offers on seller behalf, act as escrow agent, nor coordinate closings. No other relationship is implied or shall be construed greater than that established by this Agreement. Broker is under no obligation to procure a purchaser for Owner's property, and shall not be charged with the custody of the property or its contents, nor does Broker have responsibility for the property's management, maintenance, upkeep, repair, or condition.
17. **PROPERTY DISCLOSURE AND STANDARD FORMS:** Owner acknowledges that there are or may be obligations to disclose defects in the property as required by law. Owner understands that these disclosures may be required by Federal, State, County, City, or Local Laws. It is the responsibility of the Owner to provide necessary documentation to the purchaser. As a courtesy, or as part of extended services purchased by Owner from Broker, Broker may provide standard real estate forms for the purpose of disclosure, amendment, or other such use. Broker does not make any guarantees regarding the completeness of these forms, and Owner acknowledges that it shall remain his/her duty to comply with all laws and ordinances, including presenting a prospective buyer or their agent with a Property Disclosure, and unconditionally releases Broker from any responsibility or liability in connection with the use of these forms.
18. **FOR SALE SIGN AND ADVERTISING:** If purchased as part of an extended service agreement, Owner may be provided with a yard "for sale" sign at an extra charge. Owner understands that such a sign is for rental only, and will be returned the sign at his/her own expense. Owner understands the such signs must be displayed in accordance with all local rules regarding sign placement, if allowed at all. Owner shall not place any other "for sale" sign on the property during the entire term of this agreement. **Owner agrees that any and all additional marketing and advertising must be reviewed and approved by Broker.**
19. **LOCK BOX:** Owner may use a key lock box as part of an extended service agreement, provided by Broker, for the entire term of this agreement. A key lock box will be attached to an entryway, and will hold a key allowing licenses real estate brokers access to the property for showings. Owner understands that the lock box is for rental only, during the terms of the listing agreement, and will return it to the broker at his/her own expense. Owner must use the lock box in compliance with all local rules regarding lock boxes, if allowed at all.
20. **LOCK BOX TERMS AND PROVISIONS:** Owner shall hold Broker, its agent, and any MLS of which Broker is a participant harmless from any and all liability, claims, judgments, obligations, or demands against Broker or agent as a result of the lock box service. Owner is hereby advised by Broker on the safeguarding or removal of valuables, and the need to obtain personal property insurance.
21. **DISPUTES/ARBITRATION:** In the event of a dispute between the Owner and Broker arising out of this agreement, the parties agree to submit to mediation at the Southern Maryland Board of Realtors in Hughesville, Maryland. In the event the Broker is taken to arbitration by any licenses real estate Broker



claiming a commission in accordance with this Agreement, Owner shall pay Broker the amount of any settlement plus all out-of-pocket costs and reasonable fees and collections costs, within 5 days.

- 22. CANCELLATIONS AND REFUNDS: Owner hereby agrees that the flat fee charged by the Broker is non-refundable once the Property is listed in the MLS, but may withdraw the listing at any time and for any reason with a 48 hour written notice to the Broker. All sales are final.
- 23. ENTIRE AGREEMENT: Unless amended in writing, this Agreement contains the final and entire Agreement between the parties hereto regarding the subject matter hereof Owner acknowledges that they have read this Agreement. Owner and Broker shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This agreement shall be construed in accordance with the state in which the Property is located. Receipt of a signed copy of this Agreement is hereby acknowledged.

WE THE UNDER SIGNED HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. OWNER WARRANTS THAT HE/SHE HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT AND BIND ALL PARTIES WHO MAY HAVE INTEREST IN THIS PROPERTY. OWNER WARRANTS THAT ANY PRIOR AGREEMENT HAS BEEN CANCELLED, TERMINATED, OR HAS EXPIRED AND NO OTHER AGREEMENT SHALL BE ENTERED INTO DURING THE ENTIRE TERM OF THIS AGREEMENT. OWNER AGREES TO HOLD THE BROKER HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, LOSSES, CAUSES OF ACTION, OR OTHER CLAIMS (INCLUDING ATTORNEY’S FEES AND COSTS) ARISING FROM THE LISTING OR SALE OF THE PROPERTY.

APPROVAL

IN WITNESS WHEREOF, the parties have executed this Agreement on:

By: _____ (Owner or authorized Agent’s name)

_____ (Owner or authorized Agent’s name)

Address: _____

By: Home Towne Team Select LLC