

EZ FLAT FEE REALTY, LLC
EXCLUSIVE LISTING AGREEMENT TO
MARKET PROPERTY THROUGH THE
MULTIPLE LISTING SERVICE AND REALTOR.COM
Limited Service Listing Agreement

This Listing Agreement ("Agreement") is by and between _____ ("Seller")
_____ ("Seller") and EZ Flat Fee Realty LLC ("Listing Broker")
to act as a "Transaction Broker" and provides that, in consideration for the covenants contained herein, Seller hereby
appoints Broker as Seller's Exclusive Broker/Agent limited to listing the Property more fully described below.
Exclusive means that no other Real Estate Broker or Agency may list the Property described below for sale.

1. **PROPERTY:** Seller hereby appoints Listing Broker as Seller's Exclusive Broker limited to list the Property
described below, at the price described below, beginning the ____ day of _____, 20____ and
terminating at 11:59 P.M. the ____ day of _____, 20____ ("Termination Date"). The
aforementioned will only be completed by Broker upon the delivery of ALL of the items specified in Paragraph 5 of
this Listing Agreement. Upon full execution of contract for sale and purchase of the property, all rights and
obligations of this Contract will automatically extend through the date of the actual closing of a contract for sale and
purchase. Seller certifies and represents that Seller is the legal title holder and entitled to convey the Property and all
improvements.

ADDRESS _____

CITY _____

COUNTY _____ STATE _____

BLOCK: _____ LOT: _____

The full legal description of said property is the same as is recorded with the Clerk of the County in which the
property is located and is made a part of this Agreement by reference.

2. **PERSONAL PROPERTY:** Seller agrees to offer for sale through the services provided by Listing Broker the
property, fixtures and all improvements thereon. All personal property to be conveyed at the time of sale shall be
listed by Seller in the Real Estate Sales Agreement entered into between Seller and Buyer and shall be transferred
free of any liens. Seller agrees to remove all personal property prior to sale or list it in the contract for conveyance at
the time of sale.

3. **LISTING PRICE:** The Property and all improvements are offered for sale at a selling price of
\$_____. Seller is solely responsible for determining the appropriate listing price and acknowledges
that the Listing Broker did not recommend the listing price.

4. **SELLERS OBLIGATIONS & BROKER COMPENSATION:** The Property and all improvements thereon
are offered for sale at the listing price. Seller reserves the right to amend the listing price. Any changes to the listing
price will not be effective until submitted to Listing Broker in writing and submitted to the MLS by Listing Broker.
Listing Broker shall make any modifications and changes in the MLS pursuant to the MLS rules. Seller agrees to
make the Property available to MLS Members at all reasonable hours for showing to prospective Buyer's during the
term of this Agreement.

4A. Seller understands that legally, Seller offers the Listing Broker the commission and Listing Broker in turn offers
said commission to Cooperating Brokers by publishing in the MLS. Should the Seller fail to pay the commission on
a purchase in which the Buyer was procured by a Cooperating Brokerage, Seller understands that the Cooperating
Brokerage can take the Listing Broker to arbitration or court for its fee. Should this occur, Seller will appear to

testify if requested by Listing Broker regardless of whether the venue has a legal right of jurisdiction to subpoena the Seller. Seller consents to all services and/or notifications by Certified Mail or any other means even if received outside the venue/jurisdiction. Seller agrees to permit the Listing Broker to assign his/her rights for damages from the Seller for breach of this contract to the Cooperating Brokerage. Should Cooperating Broker prevail against Listing Broker for a failure to pay commission and said unpaid commission was never paid by the Seller to the Listing Broker, Seller indemnifies and holds harmless Listing Broker and agrees to pay all damages awarded by an Arbitrator or a Court of law to the Cooperating Broker. Seller agrees to be responsible for all legal fees incurred by Listing Broker to defend any claims arising out of Sellers breach of this contract or fees incurred by the Listing Broker to collect fees provided for in this agreement. Seller is made aware that the Listing Broker retains only a modest fee for the service provided but is fully exposed to the claims from a Cooperating Broker for a much larger portion of the total compensation paid by the Seller. This necessitates the aforementioned terms. This clause is unlikely to be pertinent unless the Seller refuses to pay a commission due.

Seller authorizes Listing Broker to make an offer of compensation to all participating Brokers in the MLS who are acting solely as a Buyer's Broker or Transaction Broker ("Cooperating Broker"). Any changes to the cooperating commission will not be effective until submitted to Broker in writing and submitted to the MLS by Broker.

4B. The term procuring cause is used to determine whether a Broker is entitled a commission. For purposes of this listing agreement "procure" and "procuring" shall include a Broker who does any of the following: 1.) Introduces the Buyer to the property 2.) Shows a Buyer the property 3.) Presents an offer on behalf of the Buyer 4.) is selected by Buyer to represent Buyer. The presence of a Buyer's Agency Agreement with a buyer's broker may cause a buyer to be represented even if the buyer's broker did not introduce, show or present an offer on the property. Listing Broker strongly encourages Seller to inquire whether Buyer has entered into aforementioned agreement.

Total commission is defined as the non-refundable Listing Fee paid to EZ Flat Fee Realty LLC as well as the Sale Commission when applicable as defined below. In addition to the upfront listing fee paid, should a Cooperating Broker, or the Listing Broker, procure a buyer who purchases the property, upon transfer of title, Seller agrees to pay a sales commission of _____ - \$150.00 (The -\$150.00 is a standard processing fee paid by Cooperating Brokers to Listing Brokers at closing).

Seller must pay the sale commission if, during the term of this Agreement or the protection period, within 90 days after this listing expires, Seller transfers the Property to a buyer shown the Property by a Cooperating Broker or the Listing Broker. The term "buyer" is broadly construed to include any individual or entity to any capacity and any type (or portion) of transfer of a legal or equitable interest in the subject Property. Upon the sale of the Property the sale commission will be paid to Cooperating Broker.

4C. Seller must pay the sale commission if, within 90 days after this listing expires, Seller 1) enters into a contract to transfer the Property, or 2) transfers a legal or equitable interest (excluding a lease with no right to purchase) in the Property, to any buyer shown the Property by a Cooperating Broker during the term of the listing. If such contract or transfer occurs while the Property is listed exclusively with another licensed real estate broker, the provision of this sub-paragraph will not apply. Should Seller default in the performance of a sales contract signed by Seller and a prospective buyer, Seller must pay the sale commission as if the sale of the Property had been consummated, and any expenses, including reasonable attorney's fees, incurred in connection with such default of the sale of this Agreement. Listing Broker will retain the listing fee in all circumstances, including, without limitation, when a buyer is found for the Property or in the event Seller is unable to sell the Property.

Under this Agreement, the Seller can sell his/her Property himself/herself to any buyer not procured or represented by a Cooperating Broker or the Listing Broker, in which case no selling commission is due.

Notice: In the State of New Jersey real estate commissions are negotiable. The amount or rate of the real estate commission is not fixed by law.

5. SELLER'S REQUIREMENTS: Listing Broker agrees to enter all listings in the appropriate MLS for the Seller's area within 48 hours of receipt of the following items: (1) **Payment**, (2) **Signed CONSUMER INFORMATION STATEMENT**, (3) **Signed Listing Agreement(s)**, (4) **Signed Lead Paint Addendum**, (5) **Initialed Attorney General Memorandum**, (6) **a photograph of the property**, the appropriate (7) **Signed and Completed Property Listing Input Form**, (8) **and a Completed and Signed Seller's Disclosure Form**. Listing Broker will not enter a property into the appropriate MLS for your area if all forms are not signed and in our possession. We recommend you provide as much detail as possible about your property. If the Seller does not provide the required property information, Listing Broker will not enter the Listing.

Smoke Detector Advisory to Sellers: In compliance with the New Jersey law regarding smoke detectors, it is the Seller's responsibility to obtain a satisfactory inspection and certificate of same. This law applies to all dwellings in the State of New Jersey closing on or after June 8th, 1991. The inspections and certificates are obtainable from the local town hall or fire department. Failure to comply can result in a \$500. fine (1st Offense) and \$2000. fine (2nd Offense).

Seller shall provide Listing Broker with all the Property information requested and represents that said information is true and accurate to the best of Sellers knowledge. Seller is responsible for any and all inaccuracies contained in the information provided to Listing Broker and agrees to be responsible for any fines assessed by the MLS for any MLS infractions caused by Seller as stated below. Seller understands that Listing Broker does not conduct a detailed home inspection of the Property to verify the information provided by Seller and is not responsible for the accuracy of the information. Listing Broker shall input the Property information with the local MLS in accordance with local MLS rules and regulations.

Incorrect square footage can create a liability upon the Seller and Listing Broker if a buyer relies on the square footage and it turns out to be inaccurate. The space could also have been finished without building permits or the property may be under-taxed resulting in an unexpected tax increase to the buyer. Buyers will often file suit with these types of circumstances. The Seller represents that the Listing Broker has no knowledge of any improvements that were illegally constructed or finished and to the best of the Seller's knowledge, all improvements were constructed with proper permits (if not before permits were required) and has a certificate of occupancy (if applicable) or any other necessary government approval (as applicable) required to occupy the improvements. If there are any discrepancies between the Seller's figures and public records, the Seller may be required to contact the assessor and/or building official and get it corrected. In most areas, living area refers to 100% of above grade space on all sides of the space, but in some markets, the MLS will use Total Finished Area. Listing Broker reserves the right to include in the public remarks on MLS and Realtor.com any necessary clarification Listing Broker feels is necessary. **The Seller indemnifies the Listing Broker for any inaccuracies and furthermore the Listing Broker will not post square footage of any property listed.**

Incorrect location can create liability upon the Seller and Listing Broker because location can affect taxes, school district, etc.. If a buyer makes an offer on the property and finds out later that it is legally located elsewhere, the buyer can claim misrepresentation. A property may have a postal city that is different from the legal municipality. However, it must also denote the zip code of the post office that serves it and reflect the way that its mail is typically addressed.

If there are any discrepancies between taxes in public record and the information provided by the Seller, Listing Broker may demand proof from the Seller that the Seller's data is more accurate before relying on the Seller's figures. Seller is required to bring any public record discrepancies to the Listing Broker's attention. The Listing Broker and/or its representative must be permitted access to the property being listed and make a visual inspection. Our representative may take photos for proof of inspection that are not included in the listing. Photos shall not substitute the Sellers requirement to provide a photo.

Seller agrees to perform the following actions necessary to complete the Real Estate sales transaction:

- Assist in the sale of said property by promptly answering all calls and emails from EZ Flat Fee Realty LLC or Cooperating Agents. All inquiries received by Listing Broker will be delivered via email ONLY and Seller must confirm receipt of email containing the inquiry within 24 hours. If confirmation is not received, Listing Broker reserves the right to contact any persons making inquiries on said property.
- Provide reasonable access and arrange showings to Cooperating Agents and interested Buyers.
- Provide access to the buyer's inspector/appraiser and take care of any other appropriate actions necessary to complete the transaction.
- Promptly respond to any and all communications and inquires from Listing Broker throughout the term of this Agreement.

5A. Seller agrees to notify Listing Broker, within 48 hours, in the event of any of the following:

- Seller enters into a contract to sell the property
- Seller wishes to change the listing price or cooperating commission.
- Seller decides not to sell property
- Closing date or settlement

5B. Seller, upon entering into a contract of sale with a buyer, agrees to notify Listing Broker, within 48 hours, of the fact that Property is under contract, and will advise Broker of the name and phone number of the settlement agent or attorney and provide a complete fully executed copy of the purchase/sale Agreement and all addendum thereto. These notifications must be delivered by the Seller and cannot be delegated to the Seller's Attorney, Buyer's Broker or anyone else.

Upon the sale of the Property, Seller agrees to deliver to Listing Broker, the following documents or information:

- **Copy of HUD-1 settlement statement or closing statement**
- **Copy of Sales Contract including all addenda and amendments, if any, and written verification by the escrow agent that all require deposit(s) have been paid.**
- **Seller's new address**
- **Seller may not terminate this Agreement while the Property is under contract. If this Agreement expires while the property is under contract Seller must comply with the above.**

FAILURE TO PROVIDE THIS INFORMATION TO LISTING BROKER MAY RESULT IN FINES IMPOSED BY MLS AND/OR THE STATE AND WILL BE CHARGED TO SELLER COLLECTABLE AT CLOSING OR THROUGH JUDICIAL ACTION.

5C. SELLER MAY NOT: Advertise the Property at a sale price that is lower than the Listing Price; or use the Listing Broker's name, phone number or logo in any advertisement placed independently by Seller.

6. LISTING FEE: Seller agrees to pay at the time of entering into this Agreement and in the manner provided herein a non-refundable Listing Fee for the initial term of this Agreement. Should a Cooperating Broker, including the Listing Broker, procure a buyer with an acceptable contract that the Seller accepts then a sale and transfer to such a buyer must occur. The listing fee charged is for placing the initial information into the MLS and on Realtor.com ONLY. Once the listing is "Active" on the MLS the listing fee is non-refundable.

7A. SCOPE OF CONTRACT: The Listing Broker's services are strictly limited to the following:

List the Property on ONE (1) Multiple Listing Service (MLS) and on the REALTOR.COM website, for the terms of this Agreement. Broker reserves the right, at any time and with verbal notice to Seller/Owner, to remove any listing and re-list the Property with an alternative Multiple Listing Service (MLS), which in Broker's sole discretion is an acceptable alternative location. Syndication to any additional websites is provided as an added value feature and marketing on these additional websites is not included in the listing fee and is not guaranteed.

7B. AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE:

This is to give you notice that Listing Broker has business relationships with other Real Estate Brokers. Listing Broker expressly reserves the right to refer this Agreement to a cooperating Real Estate Broker. Because of this relationship, this referral may provide Broker a financial or other benefit.

8. LISTING BROKER SHALL NOT BE AN ESCROWEE: Other than the service fee paid by Seller for the Listing Brokers services, Seller shall not tender to Listing Broker or any Broker/Agent employed by Listing Broker, at any time, any money for deposit or to hold on Sellers or Buyer's behalf. Listing Broker/Agent are expressly prohibited from accepting any money from Seller. Seller shall not execute a sales contract that stipulates or requires Listing Broker to hold earnest money or a possession escrow.

9. SELLER'S MANDATORY DISCLOSURES: Seller understands that Seller has a duty under law to disclose to a potential buyer, facts known to the Seller which materially and adversely affect the value of the Property, including violations of governmental laws, rules and regulations, and which are not readily observable by a buyer. Seller understands that state law requires Listing Broker to disclose to any buyer all facts, which materially affect the value of the Property actually known by Listing Broker, which are not readily observable by any buyer. Seller understands that a licensed real estate broker or salesperson ("licensee") working with a buyer may represent that buyer, and may be required to disclose to the buyer any information given to him by Seller. Listing Broker shall not be responsible for making any disclosure to Buyer. Sellers expressly release Listing Broker from any responsibility or liability regarding disclosure requirements whether required by statute or otherwise. Listing Broker recommends that Seller consult with legal counsel concerning Sellers Disclosure requirements or the completion of any disclosure form. Seller agrees to indemnify and hold Listing Broker harmless for any violation of any ordinance, regulation, statute of law regarding Sellers disclosure obligations. Seller is required to provide a completed Sellers Disclosure Form which will be provided by Listing Broker. Seller indemnifies and holds harmless the Listing Broker and any Cooperating Brokers from any claim arising out of personal injury at the property.

10. REPRESENTATIONS: Seller agrees to the following: Seller understands that there must be compliance with all federal, state and local laws concerning fair housing. Seller acknowledges that federal, state, and local laws prohibit discrimination in the sale of property based on race, color, religion, sex, disability, familial status, or national origin. Seller agrees to investigate all laws regarding discrimination and hold harmless Listing Broker from any liability arising from the Seller violating any law against discrimination. Seller cannot instruct Listing Broker or any person acting as Sellers agent to convey on behalf of Seller any limitations in the sale of the Property based upon any of the foregoing as Listing Broker is also bound by the law not to discriminate.

All persons and/or entities authorized to sell the Property have signed this Agreement, and the undersigned signature(s) include all person(s) and/or entities, or their duly authorized representatives, who have an ownership interest in the Property. If the individual signing this Agreement is acting in a representative capacity, such individual certifies that he is legally authorized to enter into this Agreement.

Seller has given Listing Broker the information regarding the Property to appear on the MLS. Seller understands that the Property information will be included in the MLS. Such information is accurate and complete and does not omit or fail to disclose any material defects regarding the Property known to Seller.

Seller shall indemnify, defend and hold Listing Broker harmless from and against any and all claims, demands, suits, damages, liability, losses or expenses (including attorneys fees) arising out of any misrepresentation, nondisclosure, concealment nonperformance of any purchase/sale agreement, or payment of any commissions by Seller in connection with the sale of the Property, including without limitation, the inaccuracy or incompleteness of any information provided by Seller for listing on the MLS. Seller is solely responsible for any complaints made by a buyer or prospective buyer before or after possession of the Property with respect to any defects in the Property.

11. CHANGES, REVIEW AND PROOF-READING OF THE CONTENT: All changes must be made during the review period. This period will be no longer than 48 hours after the listing has been made "Active" in the MLS. During the review period, all amendments, be they corrections caused by the Listing Broker's failure to enter information correctly, the Seller's failure to do the same or completely new information are considered part of the

Review Change and must be made within the Review Period. If changes or corrections are reported by the Seller during this period, the Listing Broker will make the changes free of charge for this one instance. If Listing Broker fails to make them correctly, a subsequent correction of a previously reported change will be fixed free of charge. Seller must proofread the Listing immediately upon receipt. Failure to proofread and report changes during the review period will constitute a waiver of blame by the Seller against the Listing Broker and no refund or fee adjustment shall be eligible to the Seller for any loss of exposure, revenue or service time.

AFTER THE REVIEW PERIOD, ALL CHANGES WILL BE CHARGED \$35.00 PER INSTANCE. PRICE, COMMISSION AND STATUS CHANGES WILL BE FREE FOR THE TERM OF THE LISTING AGREEMENT.

THERE IS A \$30.00 CHARGE FOR ALL OPEN HOUSE SUBMISSIONS TO THE MLS AND REALTOR.COM. PAYMENT MUST BE RECEIVED PRIOR TO THE POSTING OF THE OPEN HOUSE. OPEN HOUSE SUBMISSIONS MUST BE MADE DURING BUSINESS HOURS, MONDAY THRU FRIDAY

12. OWNERS OF MULTIPLE PROPERTIES: a single owner selling multiple properties in the same subdivision, complex or building, must list each property individually with Listing Broker. The exception shall be adjacent properties sharing a common deed that are sold as a whole and are not also presented or offered individually.

13. ENTIRE AGREEMENT: This Agreement contains all covenants between the parties and may only be modified by writing signed by all parties hereto. There are no oral representations made that are not contained herein and no oral modifications of this Agreement are allowed.

14. ASSIGNMENT: This Agreement may not be assigned by the Seller without the express written consent of Broker. The Broker reserves the right to assign the listing to another real estate brokerage that offers the same or similar services.

15. BINDING: This Agreement shall be binding upon the parties hereto and respective heirs, personal representatives, successors and assigns.

16. PRIOR AGREEMENTS: This Agreement supersedes all other agreements entered into between the parties and in the event there is a conflict between this Agreement and any other agreement between the parties hereto the terms and provisions of this Agreement shall control and be binding upon the parties.

17. NO GUARANTEE OF SALE OF PROPERTY: Seller understands that this Agreement does not guarantee the sale of the Property.

18. LIMITATION OF BROKER'S LIABILITY: Seller agrees that the limit of Listing Brokers liability under this Agreement and/or related to Listing Brokers performance of the services mentioned herein is strictly limited to the service fee paid to Listing Broker by Seller and no more. Seller acknowledges receipt of the **CONSUMER INFORMATION STATEMENT** regarding real estate agency relationships, and that Listing Broker is merely acting as a "Transaction Broker" for the purpose of listing the Property on the appropriate MLS and for potentially procuring a buyer.

19. TERMINATION OF AGREEMENT: There is no termination fee in the event the seller decides to withdraw their Property from the market by giving written notice to Listing Broker at any time there is not a contract pending on the Property. A refund, minus a \$75.00 administrative charge, will only be provided if the listing is cancelled after processing has begun by entering the property listing into the MLS as Inactive, or in the event that Listing Broker does not accept this Agreement. Once your property is listed as Active on the MLS, the listing fee has been earned by Listing Broker and there will be no refund. Seller may also terminate this Agreement at any time by request via email, fax or postal mail delivered to Listing Broker. **Seller understands that the Listing Fee is non-refundable.** Once a termination request is made by the Seller and the appropriate cancellation forms are submitted to Listing Broker the listing will be cancelled within two business days. If Seller decides to re-list with another

brokerage the listing with Listing Broker must be cancelled first.

Upon withdrawal, no refund shall be provided by Listing Broker unless Seller permits Listing Broker to refer Seller to a new broker (further known as the Referred Broker). If Seller permits the referral, Seller will receive a refund of the Listing Fee that was paid to Listing Broker upon transfer of the title of the property and subject to the following conditions: While Seller may recommend the Referred Broker, the Listing Broker has the right to approve the Referred Broker or reject the Referred Broker and refer a different Referred Broker. The amount of the said referral fee shall be at the discretion of the Listing Broker. The refund will not be refunded until the Referred Broker pays the Listing Broker a referral fee in full.

Listing Broker will permit one Temporary Withdrawal for a maximum duration of 14 Days. Seller understands that the period of time used during a Temporary Withdrawal will not be credited or added to the agreed upon listing period. Listing extensions must be submitted 5 business days prior to the expiration date. If failure to submit an extension results in listing expiring in the MLS, Seller will be required to pay the full listing fee to re-list on MLS.

Listing Broker may terminate this Agreement at anytime with three business days notice but agrees to refund the pro-rata share of the unused portion of the listing fee paid to Listing Broker. Seller will not be entitled to a refund of all or part of the Listing Fee should Seller violate any of the terms of this Agreement.

If Seller chooses to continue marketing the property as "Active" while it is "Under Contract", the contract must have a provision to that effect and be agreed upon by both Seller and Buyer. It must also be clearly communicated to Listing Broker and Cooperating Brokers.

20. ATTORNEYS FEES & COSTS: If a dispute arises by and between the parties or involving the subject matter of this Agreement and litigation is commenced to enforce the provisions herein or interpret the provisions herein, the prevailing party shall be due its reasonable attorney's fees and litigation costs, including appellate attorney's fees & costs by the non-prevailing party. Seller agrees to indemnify and hold harmless Listing Broker in connection any litigation which is initiated by any party other than Seller, which arises in connection with the terms and provisions of this Agreement, and Seller agrees to pay any and all attorneys fees and litigation costs, including appellate attorneys fees, that Listing Broker may incur resulting there from.

21. SELLERS ACKNOWLEDGMENT OF BROKER'S LIMITED DUTIES: Listing Broker may, but is in no way obligated to, find a buyer or tenant for the Property. This Agreement limits the performance requirements of Listing Broker as set forth herein. Listing Broker has no obligation to prepare or negotiate, on Sellers behalf, a real estate contract for the sale of the Property. Seller acknowledges that selling the property may be complicated and may require professional legal assistance. Seller agrees to obtain assistance, as Seller deems necessary. No other agreement, expressed or implied, shall be held to impose any greater relationship than that set forth herein. Seller waives any claim or cause of action it may have against Listing Broker, its owners, agents and employees arising as a result of any act or omission of Listing Broker. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Sellers offer for sale and sale of the Property. Seller does not waive any rights guaranteed by the regulations and statutes of the State in which cannot be voluntarily waived. As a Transaction Broker, Listing Broker will not advocate for the interest of any party. Listing Broker is not required to offer opinions regarding strategy or matters dealing directly with the transaction or how they affect anyone's financial interest.

Listing Broker is not charged with any responsibility or custody of the Property, its management, maintenance, upkeep or repair. Unless otherwise directed by Seller, Listing Broker may provide Sellers address and telephone number in the MLS and all affiliated web sites. Due to MLS regulations, Seller is not permitted a For Sale sign other than the Listing Brokers. Local laws govern the use of lawn signs. Awareness of and compliance with such laws is the responsibility of the Seller. Seller agrees not to display our sign in areas where not permitted and to obtain proper approvals where permitted only with permission. Should Listing Broker be charged with a violation for failing to comply with local sign laws, Seller shall be responsible for any and all fines, legal fees and the Listing Brokers time to appear before a court of law, arbitration board or other venue.

Once the preliminary requirements have been met, Listing Broker will be given 2 business days (sooner when

possible but not guaranteed) to list the property in the MLS. Seller is made aware that it can be 4 days from the time the property appears on Realtor.com In some cases, it will be shorter. Listing Broker does not control the length of time between when the listing is made "Active" on the MLS and when the listing is sent to Realtor.com Listing Broker will make every attempt to input the listing immediately and meet all other requirements of this agreement without delay, however, Seller understands that in some cases delays are cause by the MLS and/or Realtor.com which are out of the Listing Brokers control. In addition, Seller is made aware that Listing Broker has no control over which data feeding relationships the MLS and/or Realtor.com maintain. Newspapers may publish final sales price after settlement. Broker has permission to advertise sales price.

22. **BUSINESS DAYS AND HOURS OF OPERATION:** Listing Brokers hours of operation shall be Monday through Friday from 9:30 am to 4:30 pm Eastern Time. Any inquiries or correspondence received outside those hours shall be deemed to be received at the opening of business on the next business day and addressed at that time. Broker agrees to reply to all correspondence within 24 hours of receipt. All holidays shall be treated as non-business days like weekends. Additionally, if a holiday falls on a Tuesday or Thursday, it shall include the Monday or Friday before or after respectively.

23. **ALTERATIONS TO THIS AGREEMENT:** Signature below constitutes agreement to terms as they appeared on the Listing Agreement when this service was purchased. Seller agrees not to alter this agreement in any way and that if there is any discrepancy between the way this agreement appears and the way it appeared at the point of purchase, that the original format at point of purchase shall prevail. However, if Listing Broker and Seller mutually agree to any changes, said changes will be clearly penned-in and initialed by both Seller and Listing Broker with each receiving copies of said initialed changes.

24. **CLOSING INSTRUCTIONS:** According to the Real Estate Settlement Procedures Act (RESPA), fees must be reported on the HUD-1 form that is filled out by your closing agent or attorney. Upfront listing fees are no different than traditional compensation (such as commissions), surveys or appraisals with respect to the need to report them. They must be recorded on the HUD-1 as PAID OUTSIDE CLOSING (POC), aka PAID OUTSIDE SETTLEMENT (POS). Seller agrees to instruct his/her closing agent to note all fees arising out of this listing on the HUD-1 settlement statement. If applicable, Seller shall instruct the closing agent to request that the Cooperating Broker provide to the closing agent an invoice for the co-broke commission and this listing will agreement shall serve as permission to the closing agent to pay the Cooperating Broker directly in-lieu of making payment to Listing Broker and the Listing Broker in turn making payment to the Cooperating Broker. If the buyer was procured by the Cooperating Broker, the Seller agrees not to transfer the property without satisfying this requirement and making sure the Cooperating Broker is compensated per the terms of this agreement and/or any subsequent change requests mutually agreed upon by the Seller and Listing Broker.

25. **SIGNATURES AND SUBMISSION OF DOCUMENTS:** By signing the form below and delivering a copy to the Listing Broker, Seller acknowledges that the MLS sometimes require information to be transcribed on their forms. Seller grants Listing Broker a limited power of attorney to fill in and sign MLS forms provided Listing Broker has received said information contained on the forms by correspondence from Seller. For example, if Seller requests a price change via email, the Listing Broker may fill out the corresponding MLS form and sign the form on the Seller's behalf. LISTING BROKER SHALL NOT SIGN ANY DOCUMENTS BUT MLS FORMS ON SELLER'S BEHALF.

ALL PAGES OF THIS LISTING AGREEMENT MUST BE DELIVERED TO THE LISTING. ALL PAGES OF THIS DOCUMENT MUST BE FAXED IN A SINGLE TRANSMISSION. IF THERE IS A FAX ERROR, ENTIRE DOCUMENT MUST BE RE-FAXED.

Listing Broker _____ Date _____

Seller _____ Signature _____

Seller _____ Signature _____

Date _____