

## **Instructions for Filling Out Real Estate/Listing Agreement**

1. In the section labeled **INFORMATION BOX**, fill in:

Owner's  
Owner's Address  
Owner's Telephone  
Fax# (if applicable)  
Property (address of property being sold)  
Listing Price - Sale

2. In the section labeled **TERM OF AGREEMENT**, "Commencement Date" will be the date the listing will be placed in the multiple listing system, so add this date when all paperwork is complete and ready to be sent to us. The "Expiration Date" will be 6 months from the commencement date.

3. In the **OFFER OF COOPERATION / COMPENSATION BOX**, the lines labeled "TO: BUYER BROKERS" is checked yes, meaning that you will be offering a commission to these agents who bring a contract that you accept. This is required to list on the MLS. In the line labeled "Compensation" put in the amount you are willing to pay. **In New Jersey, Real Estate Commissions are Negotiable.**

4. Midway down the form in the paragraph labeled "4.", there is a blank space where you need to fill in what commission you will be offering to the buyer's agent. There is a fee of \$150. deducted from a buyer's agent commission paid to EZ Flat Fee Realty, LLC. This will not be charged to you if you sell the property yourself.

5. In the paragraph labeled "5.", on the line starting with "Sale Commission" fill in the flat fee amount being paid to list your home and fill in the commission you will be offering to the selling agent.

6. At the bottom of the first page there is the section labeled "Owners". Please sign and date.

7. Once we receive the fully completed and signed paperwork, we will sign it and send it back to you by email in a .pdf for you to print out and keep for your records.



REAL ESTATE LISTING/COMMISSION AGREEMENT
GSMLS, LLC

1. THE FOLLOWING TERMS ARE DEFINED IN THE BOX BELOW AND WHEN MENTIONED IN THIS AGREEMENT SHALL MEAN:

INFORMATION BOX:
"Owner(s)" or ("You")
Owner's Address
Owner's Tele #
Fax #
"Listing Broker"
Broker's Add.
"Service" or "GSMLS"

TERM OF AGREEMENT:
From "Commencement Date"
To "Expiration Date"

DISCLOSURE OF BUSINESS RELATIONSHIP BOX:
OFFER OF COOPERATION / COMPENSATION BOX:
TO: SUBAGENTS
TO: BUYER BROKERS
TO: TRANSACTION BROKERS

The Owner does not authorize the Listing Broker to place a GSMLS Lockbox on the Property to aid in the showing of the Property.

2. GRANT OF EXCLUSIVE RIGHT TO SELL, LEASE, EXCHANGE OR OTHERWISE TRANSFER AND TO MULTIPLE LIST PROPERTY.
In consideration of the Listing Broker listing and endeavoring to find Buyers/Tenants for the Property at the Listing Price, the OWNER, (or their legally authorized representative) grants the Listing Broker the exclusive right to sell, lease, exchange or otherwise transfer the Property, at the Listing Price and on the terms as stated in this Agreement, or upon such other Price and/or terms as may be acceptable to the Owner.

3. COMMISSION OR FEE DISCLOSURE.
"AS SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER, NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE."

4. COMMISSION SPLITS.
LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT".
SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT.

5. PAYMENT OF COMMISSION FOR SALE/LEASE, AGENCY ARRANGEMENTS.
The Owner agrees to pay the Listing Broker (or as the Listing Broker may direct) a commission if the Property is sold, leased, exchanged or otherwise transferred by/through the Listing Broker, or through any other source (including the direct sale/lease by the Owner) before the Expiration Date.

6. BROKER PROTECTION
Owner agrees to pay the Listing Broker the Commission if the Owner, acting on the Owner's own behalf, within 90 days after the Expiration Date conveys or agrees to convey the Property to any Buyer shown the Property by the Listing Broker or any person during the term of this Listing Agreement.

(ADDITIONAL CONTRACTUAL PROVISIONS ARE ON THE REVERSE SIDE OF THIS PAGE, PLEASE REVIEW)

Listing Agent (L.S.)
Owner (L.S.)
LA ID # 256025
Owner (L.S.)
Accepted By: Authorized Representative (L.S.)
Owner (L.S.)
Thomas Hodgson
Owner (L.S.)
Broker ID # 3557
Owner (L.S.)

**REAL ESTATE LISTING/COMMISSION AGREEMENT  
GSMLS,LLC**

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**7. OWNERSHIP LIABILITY**

The owner(s) hold harmless the Listing and Cooperative Brokers against loss or damage resulting directly from any condition of the Property not disclosed to the Listing Broker or from the Owner's use of/or acts in the showing and inspection of the Property.

**8. OWNERSHIP, LIENS, AND MORTGAGE**

The Owner(s) represent that they are the sole owner(s) of the Property, the Owner(s) have the legal right to sell or lease the Property and that to the best of their knowledge they have Marketable Title to the Property. The Owner(s) further represent that after a sale at the Listing Price there will be sufficient proceeds to discharge all liens and encumbrances and to pay the Commission stated in this Agreement. The Owner(s) are not aware of any environmental hazards or proceedings regarding such hazards which are now pending or threatened with regard to the Property.

**9. ACKNOWLEDGEMENT OF COPY OF ATTORNEY GENERAL'S LETTER**

The Owner acknowledges that the Attorney General's Summary of the New Jersey Law Against Discrimination has been provided and the Owner has reviewed and agrees to the terms and conditions of the law.

**10. SIGN AUTHORIZATION**

The Owner authorizes the Listing Broker to place a real estate sign on the Property. The Owner agrees not to place Owner's or any other "For Sale/For Lease" sign on the Property during the term of this Agreement.

**11. REFERRING INTERESTED BUYERS TO BROKER /NEGOTIATIONS THROUGH LISTING BROKER**

The Owner shall refer to the Listing Broker every prospective Buyer/Tenant who contacts the Owner during the term of this Agreement. The Owner directs that all negotiations for the purchase or lease of the Property shall be conducted through the Listing Broker.

**12. NOT CURRENTLY LISTED**

The Owner represents that the Property is not currently Listed with any other Broker.

**13. ACCURACY OF INFORMATION**

The information contained in this Agreement and on the attached Listing Input Sheets has been furnished by the Owner who states it is correct to the best of Owner's knowledge and belief, and the compilation by the Broker for the SERVICE is not to be deemed a representation as to the accuracy of the information provided.

**14. ACKNOWLEDGEMENT OF RECEIPT OF FULLY SIGNED AGREEMENT**

The Owner acknowledges that this Agreement has been read by the Owner. The Owner understands its contents, has received a copy of this Agreement and the Consumer Information Statement on New Jersey Real Estate Relationships at the time Owner has signed this Agreement. The attached Listing Input Sheets have been read by and are approved as accurate by the Owner.