



Multiple Listing Solutions

## Flat Fee MLS Listing "Sign-Up" Form Limited Service - Flat Fee MLS – Listing Agreement

**NO BROKERAGE RELATIONSHIP NOTICE** - FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS. As a real estate licensee who has no brokerage relationship with you **Multiple Listing Solutions & its Associates** owe to you the following duties: **1.** Dealing honestly and fairly; **2.** Disclosing all known facts that materially affect the value of real property and are not readily observable to the buyer; **3.** Accounting for all funds entrusted to the licensee.

**DISCLAIMER:** This service is intended for experienced property Owners, Developers, Investors, REO's, Asset Managers & Property Managers who are familiar with the Sale/Leasing of Real Property, the Rules and Regulations of the MLS; and/or who have hired Legal Representation. **Multiple Listing Solutions** reserves the right to decline service to anyone that does not meet the experience standards and/or for whatever other possible liability reason at anytime including but not limited to: simply not being a good fit/right match for the customer. The fee being charged is for the listing on the MLS (Multiple Listing Service) only. Although the MLS (Multiple Listing Service) automatically feeds exterior websites such as Realtor.com, ect; **Multiple Listing Solutions** cannot guarantee the feed into any exterior websites or how they may or may not be displayed. Contact info does not appear on any of the fed websites. Listing fee is fully earned and is non-refundable once work is completed and the Property has been listed on the MLS. **Multiple Listing Solutions** at no time makes any claims or guarantee that being listed on the MLS (Multiple Listing Service) will guarantee a successful sale or rental. All Listing are subject to the Approval, Rules, Regulations, Policies and Limitations of each individual MLS.

Through this "Limited Service Agreement" **Seller/Lessor** grants **Multiple Listing Solutions** authority to list **Seller's/Lessor's** Property on the MLS (Multiple Listing Service).

**Seller/Lessor Name(s):** \_\_\_\_\_

**Property Address To Be Listed:** \_\_\_\_\_

**MLS Coverage Area Desired:** (Choose the MLS area(s) that pertains to the property that is being listed.)

NOTE: There is a separate listing fee for each MLS selected.

**Southeast Florida MLS / SEF-MLS:** (Covering: Miami-Dade & Broward.)

**BeachesMLS (Formally Regional MLS of Florida / RMLS):** (Covering: Palm Beach, St. Lucie & Martin.)

**My Florida Regional MLS / MFR-MLS:** (Covering: Central Florida / Orlando and Tampa Areas; Charlotte, Englewood, Hillsborough, Lake, Lee, Manatee, Orange, Osceola, Pasco, Pinellas, Punta Gorda, Polk, Port Charlotte, North Port, Sarasota, Seminole, Venice and West Volusia.)

**Northeast Florida MLS / NEFAR-MLS:** (Covering: Jacksonville and surrounding areas.)

**MLS Listing Time Desired / Listing Fee:** (Choose the MLS listing period that you would like your property to be listed for.)

| (1-Year): \$250.00

| (8-Month): \$200.00

| (6-Month): \$175.00

| (4-month): \$150.00

| (2-month): \$125.00

| (1-Month): \$99.00

**Seller/Lessor** agrees to provide **Multiple Listing Solutions** with all necessary property information in-order for **Multiple Listing Solutions** to complete the MLS listing. This includes but is not limited to: **Seller/Lessor** filling out a property data sheet and/or providing such needed property info via phone, email, or as requested by **Multiple Listing Solutions** and/or required by the MLS.

**Seller/Lessor** agrees to provide **Multiple Listing Solutions** with a minimum of 1 exterior photo of the property. Failure to provide at least a minimum of 1 exterior photo of the property may result in the listing being temporarily withdrawn and/or permanently cancelled at **Seller's/Lessor's** own expense. **Seller/Lessor** grants the MLS, participants and subscribers rights to reproduce and display photos. The MLS shall own the copyright to all photos submitted.

**Seller/Lessor** agrees that **Seller/Lessor** is solely responsible for determining the pricing of the property and that the price and all price changes (if applicable) shall be provided by the **Seller/Lessor**.

**Seller/Lessor** agrees that Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law.

**Seller/Lessor** certifies and represents that **Seller/Lessor** is legally entitled to convey the Property and all improvements.

All Listings are Subject to the Approval, Rules and Regulations of the MLS: Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the rules and regulations of the MLS upon signature of the **Seller/Lessor**.

**Seller/Lessor** may cancel the listing at any time prior to a executed sales/rental contract. **Seller/Lessor** may not terminate this agreement while the Property is under a sales/rental contract. If this agreement expires while the property is under contract; **Seller/Lessor** must comply with the terms of this agreement.

It is the **Seller's/Lessor's** responsibility to notify **Multiple Listing Solutions** in writing; and within 24 hours of any and all changes affecting the status of the Property. Status changes include: Entering into Contract, Closing of Contract, Termination of Sale, Change of Listing Price and Change of Cooperating Commission. Failure to notify **Multiple Listing Solutions** within 24 hours may result in the MLS listing being cancelled and/or a fine as per MLS Rules/Regulations. **Seller/Lessor** agrees to be fully liable for any fines imposed by the MLS and/or pertaining Realtor Association to **Multiple Listing Solutions** as a result of **Seller's/Lessor's** failure to submit any changes in status.

Status changes will not be considered effective until **Multiple Listing Solutions** is notified in writing and changes are applied to the MLS. **Multiple Listing Solutions** may take up to 72 business-hours (not including weekends, holidays, and postal holidays) after the authorized change is received, to apply the changes.

**Seller/Lessor** agrees to make the Property available to MLS members, at all reasonable hours, for showings to prospective Buyer/Lessor, during the term of this Agreement.

In the event the Property is sold, optioned, contracted to be sold or leased to a prospect procured by a **Broker** who is a member of the MLS; **Seller/Lessor** will offer a cooperating commission in the amount of: \_\_\_\_\_% of the sales/rental price; or a flat fee of: \$\_\_\_\_\_ to the Broker who procures the prospect.

**Seller/Lessor** authorizes **Multiple Listing Solutions** to make an offer of compensation equal to the cooperating commission to all Brokers who are members of the MLS. The fee shall be paid to Broker by **Seller/Lessor** in the event of sale, at time of closing the sale; or in the event of lease at time of lease execution. Broker's fee is due if **Seller/Lessor** defaults on an executed sales/rental contract with Prospect, or if **Seller/Lessor** agrees with Prospect to cancel and executed sales/rental contract.

**Seller/Lessor** understands that by placing their Property on the MLS, **Seller/Lessor** is agreeing to cooperate with any Broker who is a member of the MLS. **Seller/Lessor** grants Brokers who are members of the MLS permission to advertise this listing in the media; thus, allowing any Broker who is a member of the MLS permission to actively market the Property in attempt to find a prospect

**Seller/Lessor** agrees to notify **Multiple Listing Solutions** immediately if a procuring cause issue arises and to fully cooperate and comply with any arbitration decisions reached by the MLS and the Realtor Association in regards to such procuring cause issue. **Seller/Lessor** further agrees to compensate **Multiple Listing Solutions** for any and all fees, fines and commissions damages incurred by **Multiple Listing Solutions** as a result of such arbitrations.

**Seller/Lessor** agrees to indemnify **Multiple Listing Solutions** and hold **Multiple Listing Solutions** harmless from losses, damages, costs, fines, and expenses of any nature, including attorney's fees, and from liability to any person, that **Multiple Listing Solutions** incurs because of (1) **Seller's/Lessor's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Multiple Listing Solutions**. This clause will survive **Multiple Listing Solutions'** performance and the transfer of title.

**Seller/Lessor** agrees to make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** will immediately inform **Multiple Listing Solutions** of any material facts that arise after signing this Agreement.

**Seller/Lessor** grants **Multiple Listing Solutions** the right to authorize dissemination of sales information prior to settlement to the MLS for its Participants.

**Seller/Lessor** acknowledges that through this Limited Service Agreement, **Multiple Listing Solutions** is only responsible for listing the Seller's/Lessor's Property on the MLS (Multiple Listing Service). **Multiple Listing Solutions** has "No Brokerage Relationship" with the **Seller/Lessor** and does not Represent the **Seller/Lessor**. **Seller/Lessor** has chosen to waive Broker Representation and be fully responsible for all appointment scheduling, property showings, negotiations, contract preparation, transaction coordination, and all other responsibilities (legal & non-legal) pertaining to the sale or lease of **Seller's/Lessor's** Property.

**Seller/Lessor** accepts legal responsibility for complying with all Federal laws, State laws, Local laws, Governmental Laws, Ordinances, Statutes, MLS Rules & Regulations and Property Disclosures. **Multiple Listing Solutions** strongly recommends that **Seller/Lessor** seek the guidance and advice of an attorney when selling or leasing Real Estate.

**Seller/Lessor** completely relieves **Multiple Listing Solutions & its Associates** from any and all Liability.

All persons and/or entities authorized to sell/rent the Property must sign 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.

This Agreement is the entire agreement between **Seller/Lessor** and **Multiple Listing Solutions**. No prior or present agreements or representations will be binding on **Seller or Broker** unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.

Date: \_\_\_\_\_

Signature: \* \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \* \_\_\_\_\_

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Other: \_\_\_\_\_

Email 2: \_\_\_\_\_

**How did you hear about us?**

**Service provided by:**

Multiple Listing Solutions  
Lic. Real Estate Broker  
Toll Free: 1-888-657-7768  
Mobile: 786-295-7806  
Fax: 305-397-0970  
Email: [info@unlimitedmls.com](mailto:info@unlimitedmls.com)  
Website: [www.UnlimitedMLS.com](http://www.UnlimitedMLS.com)

Google:\_\_\_ Yahoo:\_\_\_ MSN:\_\_\_ AOL:\_\_\_ MSN:\_\_\_ Bing:\_\_\_

Facebook:\_\_\_ Other:\_\_\_\_\_

Friend:\_\_\_ Neighbor:\_\_\_ Collogue:\_\_\_

Name of Referrer: \_\_\_\_\_

## Basic, Property Information & Description

*Only fill out what applies!*

**Seller/Lessor Name(s):** \_\_\_\_\_

**Asking Price:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_

**\*Property Type:**      Single Family       Condo/Coop/Villa/Townhouse

Multi Family       Residential Land       Commercial/Other

**Subdivision Name:** \_\_\_\_\_      **Year Built:** \_\_\_\_\_

**Sq-Ft Living Area:** \_\_\_\_\_      **Sq-Ft total Area:** \_\_\_\_\_      **Lot size:** \_\_\_\_\_

**Beds:** \_\_\_\_\_      **Baths:** \_\_\_\_\_      **HBaths:** \_\_\_\_\_

**Garage Spaces:** \_\_\_\_\_      **Carport Spaces:** \_\_\_\_\_      **Parking Description:** \_\_\_\_\_

**Front Exposure:** \_\_\_\_\_      **Construction Type:** \_\_\_\_\_

**Roof Description**       Barrel       Shingle       Other \_\_\_\_\_

**Floor Description:**       Carpet       Tile       Wood       Marble       Other \_\_\_\_\_

**Rooms Description:**       Family       Florida       Other \_\_\_\_\_

**Pool:**     Yes     No      **Waterfront Property:**     Yes     No

**Remarks:** "300 CHARS MAX" (Please write your description as you would like it to appear on your listing)

**Directions:** \_\_\_\_\_

**Pets Allowed:**  Yes  No

**Pet Restrictions:** \_\_\_\_\_

**Interior Features:** \_\_\_\_\_

**Equipment & Appliances:** \_\_\_\_\_

**Restrictions:** \_\_\_\_\_

**Exterior Features:** \_\_\_\_\_

**Subdivision Information:** \_\_\_\_\_

**Heating Description:**  Central  Unit  Other \_\_\_\_\_

**Cooling Description:**  Central  Unit  Other \_\_\_\_\_

**Water Description**  Municipal  Septic  Other \_\_\_\_\_

**Sewer Description:**  Municipal  Septic  Other \_\_\_\_\_

**Financing Terms:**  Conventional  FHA/VA  Other: \_\_\_\_\_

**Membership Purchase Required:**  Yes  No

**HOA or Condo or Maintenance Fee:**  Yes  No **Fee:** \_\_\_\_\_ **Paid Per:** \_\_\_\_\_

**Property Taxes:** \_\_\_\_\_ **Tax Year:** \_\_\_\_\_ **Exemptions Reflected:** \_\_\_\_\_

**Other Property Info:** \_\_\_\_\_

**Special Information:**