Limited Service Listing Agreement



This Limited Service Listing Agreement ("Agreement") is between ("Seller") 2* and ______ ("Broker"). 3* 1. Authority to Sell Property: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property 4 (collectively "Property") described below, at the price and terms described below, beginning 5 and terminating at 11:59 p.m. on ___ _ ("Termination Date"). This 6* Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national 7 origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is 8 legally entitled to convey the Property and all improvements. 9 2. Description of Property: 10 (a) Street Address: 11* 12 Legal Description: 13* _____ See Attachment_____ 14* (b) Personal Property, including appliances: 15* ☐ See Attachment 16* 3. Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller: 17 (a) Price: \$ 18* (b) Financing Terms: ☐ Cash ☐ Conventional ☐ VA ☐ FHA ☐ Other (specify) 19* Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller 20 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is 21 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller 22 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price, 23 terms, and financing information on any resulting sale for use by authorized Board / Association members and 24 MLS participants and subscribers unless **Seller** directs **Broker** otherwise in writing. 25 **Broker Authority: Seller** authorizes **Broker** to: 26 (a) Advertise the Property as **Broker** deems advisable including advertising the Property on the Internet unless 27 limited in (5)(a)(i) or (5)(a)(ii) below. 28 (Seller opt-out) (Check one if applicable) 29 (i) Display the Property on the Internet except the street address. 30* (ii) Seller does not authorize **Broker** to display the Property on the Internet. 31* Seller understands and acknowledges that if Seller selects option (ii), consumers who search for listings 32 on the Internet will not see information about the listed property in response to their search. 33 **Initials of Seller** 34* (b) Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These 35 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or 36 reviews and comments about a property may be displayed in conjunction with a property on some VOWs. 37 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews 38 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or 39 comments and reviews about this Property. 40 ☐ Seller does not authorize an automated estimate of the market value of the listing (or a hyperlink to such 41* estimate) to be displayed in immediate conjunction with the listing of this Property. 42 ☐ Seller does not authorize third parties to write comments or reviews about the listing of the Property (or 43* display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property. 44 (c) Place appropriate transaction signs on the Property, including "For Sale" signs. 45 (d) Offer compensation to cooperating brokers. 46 (e) Perform the following: 47* 48) () and Broker/Sales Associate () () acknowledge receipt of a copy of this page, which is Page 1 of 3.

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6.	 Seller Obligations: In consideration of Broker's obligations, Seller agrees to: (a) Indemnify Broker and hold Broker harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller'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 Broker. This clause will survive Broker's performance and the transfer of title.
	(b) 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 certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:
_	Seller will immediately inform Broker of any material facts that arise after signing this Agreement.
7.	Compensation: Seller will compensate Broker for performing the responsibilities delineated in Paragraphs 4 and 5(a) \$ or% of ☐ list price or ☐ purchase price on (date) regardless whether the Property sells and no matter who sells the Property, whether by Seller , Broker , or other real estate licensee:
	(Check and complete if applicable)
	□ Seller will pay Broker \$ or% of the purchase price at closing if a broker, who participates in the MLS in which compensation was offered by Broker , sells the Property.
	□ Seller will pay Broker \$ or% of □ list price or □ purchase price at closing for any other services specified in this Agreement.
8.	Brokerage Relationship: (check whichever applies) Broker will □ act as a transaction broker, □ act as a single agent of Seller , □ act as a single agent to transaction broker, or □ have no brokerage relationship with Seller .
9.	Miscellaneous: This Agreement is the entire agreement between Seller and Broker . 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.
	. Additional Terms:
	ller () () and Broker/Sales Associate () () acknowledge receipt of a copy of this page, which is Page 2 of 3.
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Seller's Signature:			
Seller's Signature:			
Seller's Signature: Date: Home Telephone: Work Telephone: Facsimile: Address: Email Address: Seller's Signature: Date:			
Seller's Signature:			
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Seller's Signature:			
Home Telephone: Work Telephone: Facsimile:			
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