



Required items will be **BLUE**. Once filled out, print this agreement and fax back to us at 866-515-5099 or email to info@isaverealty.com

Seller(s) Name(s): (A1) _____

Primary Phone: (B1) _____ **Property Address: (A2)** _____

City: (A2) _____ **State: (A2)** _____ **County: (A2)** _____ **Zip: (A2)** _____

Mailing Address: (If same as above, leave blank) (B2) _____

City: (B2) _____ **State: (B2)** _____ **County: (B2)** _____ **Zip: (B2)** _____

Today's Date: (A3) ____ / ____ / ____ **Listing Price: (A4)** _____

Commission Offered to Buyer's Agent: (A5) _____

(Commission must be at least 1% or more. Just add this amount to your asking price if needed. This has to be a "number". It cannot be a range or "TBD").

Residential Real Estate Listing Agreement Exclusive Agency - Limited Service

1) Seller appoints **iSaveRealty**. (hereinafter referred to as "Broker") as sole and exclusive agent with right to list for sale property identified in field (A2) and list in the Multiple Listing Service (MLS) and Realtor.com.

2) Listing Price

Seller instructs Broker to market the property for the gross sales price indicated in field (A4). Seller will pay all typical closing costs charged to Seller(s) of residential real property in South Carolina.

3) Listing Term

This listing begins on date specified in field (A3) and ends at 11:59pm, 6 months or 12 months (depending on package) thereafter on the same number day of the month. If that date does not exist (i.e. Feb 30), then listing ends the last day of that month. **Seller may cancel this listing at any time upon written notice; however, all Broker's fees are non-refundable.**

4) Broker's Fee

Broker has taken a flat fee up front for listing and is not required any additional fees to list Seller's home on the MLS and Realtor.com. Seller agrees to pay a Buyer's Agent commission in the amount stated in field (A5) to any agent, including Broker, who procures a Buyer who closes a transaction for the purchase of the property for the list price or any other price acceptable to Seller. Seller is aware that all commission rates are negotiable with listing agent prior to property being entered in MLS.

5) Multiple Listing Service (MLS) Rules and Regulations

Broker is licensed by the State of South Carolina, and is a member of MLS, and subject to MLS rules, regulations, and information reporting requirements as well as subject to serious penalties for noncompliance. Seller agrees to assist Broker in complying with all such rules, regulations, and reporting requirements by:

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- Notifying Broker within 24 hours, regardless of weekends, Sundays and Holiday, upon entering into a contract for sale of the property, and upon closing the transaction. Notification by email (info@isaverealty.com) is recommended to give Seller a record that Broker was notified.
- Faxing or emailing Broker a complete copy of any contract entered into with a buyer within 24 hours to 866-515-5099.
- Faxing or emailing Broker with a copy of the HUD-1 Settlement Statement and CL-100 (Termite Report) from the closing attorney within 24 hours after closing.

Seller hereby authorizes the closing attorney of the property to provide Broker a complete copy of the HUD-1 Settlement Statement and CL-100 Termite Report upon closing.

Seller agrees to pay all MLS penalties, fines, and any other costs that Broker may incur as a result of Seller's noncompliance by failing to report to the broker the property is 1. under contract or 2. has closed, within 24 hours as required.

6) Agency Relationship

Seller acknowledges receiving an explanation of the types of agency relationships that are offered by Broker and an Agency Disclosure Brochure regarding Agency Relationships in Real Estate. Seller acknowledges that after entering into this written agency contact, Broker might request a modification in order to act as a dual agent or a designated agent in a specific transaction.

7) Seller Representations

- Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- Seller is not bound by a listing agreement with another broker for the sale, exchange or lease of the Property that is or will be in effect during this Listing;
- There are no delinquencies or defaults under any deed of truth, mortgage, or other encumbrance on the Property;
- The Property is not subject to the jurisdiction of any court;
- All information relating to the Property, Seller provides to Broker, is true and correct to the best of Seller's knowledge.

In additional, Seller agrees to:

- Complete any disclosures or notices required by law or a contract to sell the Property;
- Amend any applicable notices and disclosures if any material change occurs during this Listing;
- Not enter into a listing agreement with another broker for the sale, exchange or lease of the Property to become effective during this listing;
- **Take down any FSBO (For Sale By Owner) yard signs on the premises. FSBO yard signs are not permitted by the State of South Carolina once a property is listed in an MLS System. Broker can provide a yard sign that complies with state law upon request, for \$25. You can put your phone number on this sign.**

- 8) Seller will be provided 5 free changes to the MLS or Realtor.com Listing during the period of the listing. Additional changes are billed at \$25 per change. This fee does not include property price or status changes which are free.



9) Limitation of Liability
 Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or

personal property resulting in any act or omission not caused by Broker's negligence, including any damage or loss associated with the use of a lock box.

Seller agrees to indemnify, defend, and hold Broker harmless for any damages, costs, attorney's fees, and expenses that are caused by Seller's failure to disclose any material or relevant information about the Property, and by Seller providing incorrect information to Broker, other brokers, or prospective buyers.

10) Miscellaneous Provisions

Default: If Seller is in default of any section of this agreement, Broker may cancel this listing and Seller will not be entitled to a refund.

Mediation: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

Attorney's Fees: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

Broker cannot give legal advice. Read this listing carefully. If you do not understand the effect of this Listing, consult an attorney before signing.

X

X

Seller Signature / Date

Print Name

X

X

Seller Signature / Date

Print Name