

Prestigious Homes Realty MLS Agreement
Flat Fee Listing Contract Print this form out from your Web browser, fill it in and Fax to us at
Fax to 1-561-880-6838

Areas Marked with an {x} **Must** be filled.
Call if you need help 561 392 2450 m-f 9-5
Weekends sometimes 561-445-3999 cell.
For the MLS Listing to be processed, this form
must be filled out and signed completely.

1.) This agreement is dated {x} _____ between Prestigious Homes Realty hereafter known as The Company and PropertyOwner(s)

{x} _____ herein The Seller (s). 2.) Seller desires to list the following property (herein the Property) for sale in the (MLS) multiple listing service. Address

{x} _____
County of _____ 3.) The Listing price of the property

and all improvements that are offered for sale shall be
{x} \$ _____ is the price of home shall be the same in all media that is advertised by the Seller or Realtors. If a lower priced is advertised publicly for the home by the seller then that price will become the new listing price. If two prices are consistently advertised to the public your listing might be withdrawn from the MLS and no refund will apply. Seller is solely responsible for determining the appropriate listing price. Seller reserves right to amend the listing price, any changes to listing price will be submitted in writing or email from the seller email account listed on page 6 of this agreement to Broker and signed by seller. Once Broker has signed authorization to change list price it will be submitted to MLS.

4.) This professional service agreement shall commence on
{x} _____ (the date to start your listing) and accepted by the Company, shall expire on the date shown below ,
_{x} ____ / ____ / ____ (please put correct year) or in 6 months period if left blank.

Important: You as the seller must keep Prestigious Homes Realty informed of your listing status every 60 days and if the property goes under contract you must contact Prestigious Homes Realty via E mail at PrestigiousBoca@aol.com with information on the date the property went under contract , the purchase price, lastly if there was a realtor involved, and if so provide their name, company, and phone #.

All sellers need to inform us on or about the 5 month of the home being put in the MLS and inform Prestigious Homes Realty the property status is still active. (Properties that are under contract do not apply). Failure to comply will take the property off the market for 20 days, and if there is no contact from the seller in those 20 days, property will be cancelled for breach of this agreement.

5.) Under this agreement, the Seller can sell his/her property himself/herself to any Buyer not procured by a participating Realtor, in which case no Buyers Agent commission is due or payable under section 9 of this agreement .

ABOUT SENDING US PHOTOS:

We put photos in the MLS and Realtor.com for free as per this agreement.

NOTE: We do not edit PHOTOS: Acceptable Format should be in jpeg no larger than 680 x 460 pixels . IF Photos, are not in this format above, or are too large (over 680 x 460 pixels) Seller must re-edit their photos, or decide if they want the company to do the editing of the photos. Our office charge to edit photos is \$3 per photo, or 20 photos can be re-edited for 40 dollars. Again no photos larger than 680 x 460 pixels jpeg format.

Please Note: There is no charge for us to put photos in the MLS and Realtor.com we just need photos in the correct size to upload them .

6.) In consideration of this professional service agreement, Company agrees to:

Services for FLAT FEE LISTING PRICE of \$299 Listed Below:

• A) MLS is defined as the Multiple Listing Service, a Realtor only membership, that requires dues paid by Realtors to join, and show property for sale by all Realtors who are a member of that MLS in that particular county or city in Florida . 1.) List the Property in the correct MLS (Multiple Listing Service), so that their property shows correctly and appears in a search of the MLS for that County. Exceptions properties in Martin County are listed thru the Palm Beach County MLS which transfer through to the MLS in Martin County. Sellers name and phone number will be listed as the contact so that Realtors can contact you the seller directly. The commission you decide to offer to a selling agent on this form will be placed in the MLS listing; therefore agents will know the fee you will pay them. 2) Pictures will be placed in correct Board MLS up to the maximum pictures are allowed, if allowed by the MLS for your MLS listing. Number of photos allowed in Realtor.com is 25 photos.

Seller will get unlimited price changes and commission, Up to 10 photo and remarks changes (changes are per item). Realtor.com remarks count as one change. Note: remarks in the MLS that need retyping count as an item per word . Remarks in Realtor.com and some MLS Boards can be changed as an item and count as 1 change because of a copy and paste feature. All remarks that need be redone by the Seller will be sent via email to Prestigious Homes Realty at prestigiousboca@aol.com. All remarks that go in the MLS & Realtor.com are subject to their rules and regulations.

• B) Place an ad on Realtor.com with 20 pictures a Showcase ad. Ad comes with remarks that will guide buyers to where they can find your contact information (Realtor.com is not the MLS , but the NAR, Prestigious Homes Realty cannot control Realtor.com , and can guarantee what appears) Our company is a member of Realtor.com which provides our customers with more exposure and a guide for buyers to contact the sellers directly .

Realtor.com Update ; showcase ads are no longer the valid name. and we no longer can do scrolloing text due to changes made by realtor.com - All homes will be in Realtor.com with all the photos, as always

• C) Listings placed in many other internet sites Through Realtor.com, NAR , and FAR such as MSN, AOL & Excite. These additional sites to Realtor.com, NAR and FAR's IDX change, thus we cannot guarantee sites associated with the above. NAR-Realtor.com powers many internet sites that advertise Real Estate. This will give your property National and International coverage. Each of these sites has a photo limit, not controlled by us.

• D) Maximum pictures in the MLS. Photos of the property to be taken by the Seller to be placed in the MLS Listing and Realtor.com. Photos Sent by E-mail or by mail on a CD based on the instructions on page 1, by the Seller. Note: 20 - 25 Photos are allowed in Realtor.com and other MLS boards. Some MLS Boards might have restrictions on photos over 8, but we will always try to get all photos in the MLS .

- E) The Company will provide Comparative Market Analysis of the Seller's Property which is available on most homes (new construction or Condo Conversations might be limited to the number of comparables available or not be available at all).
- F) The Company will provide Florida Contracts and disclosure forms needed to sell property. Also the Company will provide Selling tips and instructions to help sell your home on your own.
- G) Seller will receive Expanded Realtor.com display with extra remarks with text. Called a SHOWCASE AD
- H) Supra Electronic Lock Box: are free with order, but require \$110 dollars Refundable Deposit. This deposit will be refunded when box is returned to Prestigious Homes Realty Electronic lock box (only available in Palm Beach and Broward counties, call for details) Lockboxes are picked up from our office and must be delivered back to our office in working condition. The Company can pick up lock boxes for a fee, this will need to be authorized by Prestigious Homes Realty and fee quoted over the phone.
- I) The Company will help with understanding Real Estate contracts and closing procedures up to 30 minutes total of the brokers time. A discount will be granted through our affiliate title company with Fidelity National Title in South Florida only, if seller decides to use their services. Seller is entitled to use any title company of thier choice.
- J) During the term of the contract, If the Seller(s) procures a willing and able buyer without a (Real Estate Agent) at any time, through the Seller(s) efforts or marketing, example: from a "for sale sign", then the Seller will not have to pay any commission.

7.) Termination: Seller can withdraw their property from the market by giving written notice to the Company at any time via email. There cannot be a contract pending on the Property involving a buyer who was procured by a participating Realtor. A refund will only be provided if the Company does Not accept this agreement or this service is canceled before the listing is entered into the Multiple Listing Service. (MLS). You will be provided with a copy of the MLS listing. Seller may not terminate this agreement while the property is under a sales contract to purchase. If this agreement expires while the property is under contract sellers obligation to pay the Buyers Agent commission below shall survive termination and continue until the closing when the said Buyers Agent Commission is payable. Seller must pay said Buyers Agent Commission if within thirty days after listing expiration date or termination the seller enters into a contract to transfer the property to any buyer who was shown the property by a cooperating agent during the term of the listing contract. 8.) Personal Property included in the sale (please list all appliances included, I.E. REFRIGERATOR, DISHWASHER, STOVE, CEILING FANS)

{X} _____

9.) Seller agrees to pay the Company a \$299 professional listing fee corresponding to the Fees listed above of this agreement and any other additional services checked. The flat fee is earned, due and payable in full upon the execution of this agreement by Seller.

Should a participating Realtor, including Prestigious Homes Realty, procure a buyer who is ready, willing and able to purchase the above described property at the listed price or at another price acceptable to the Seller then the Seller agrees to pay a selling agent (herein referred to as the Buyers Agent commission) professional fee of

(x)(_____ %) (Example: 1.5% - 3.5 % to selling agent. you needs to pick an exact number %).

Based upon the agreed sales price of the property. If seller chooses, any changes to the Buyers Agent Commission offered must be submitted in writing and signed by seller and any such changes will not be effective until submitted to the MLS for revision. 10.) Seller agrees that the responsibility for the care and custody of said property shall not be Company's and Company shall not be liable to Seller for any damages, which may occur to said property. Seller shall make arrangements for any and all showings of property by appointment with buyers and buyers agents. If desired seller will provide a lockbox at sellers expense to make the property available at sellers sole discretion. The Company shall be held harmless for any and all liability, claim, judgment, obligations or demands, including reasonable attorney fees, arising as a result of the sellers use of a lock box, or the actions of potential customers or selling agents. 11.) Seller agrees to give notice to Company within 24 hours of the date when a contract is executed and becomes a pending sale and the date when the property closes. The failure to do so may result in a possible fine to the Company, which will then be charged to the Seller. Seller will authorize written verification by the escrow agent that all required deposits have been paid. 12.) NO GUARANTEE: Seller understands that this agreement does not guarantee the sale of the property. 13.) Seller agrees that under the Fair Housing Act, Seller may not ask or expect the sale of Seller's property to be restricted according to race, color, creed, religion, sex, handicap, familial status, age or national origin. 14.) Hold harmless clause: In connection with any litigation arising out of this contract, the prevailing party shall be entitled to recover all costs incurred including reasonable attorneys fees for services rendered in connection with such litigation, including appellate proceedings and post judgment proceedings. 15.) Marketable Title Clause: Seller warrants and represents that no later than time of closing; he/she shall be able to convey marketable title to the property. 16.) The person signing this agreement warrants and represents that he/she is properly authorized to enter into this agreement. A signature transmitted by telefax shall be deemed to have the same effect as an original signature. This agreement shall be binding on all heirs, successors, assigns, and personal representatives of the Sellers.

17.) Property defects: Seller specifically acknowledges and represents that there are no facts materially affecting the value or desirability of the property, including but not limited to any violation of any local government code. Whether or not said facts are readily observable, the Seller is under a duty to disclose said facts to the buyer and to Company. Seller has fully reviewed this agreement and warrants the accuracy of all information. Seller agrees to indemnify and to save and hold harmless the Company and those relying on information contained in this agreement for and against damages resulting from any inaccuracy and/or the Seller=s failure to disclose any information. Seller has not disclosed to Company any defects except as set forth herein. . Latent Defects: seller agrees that where seller knows of or becomes aware of facts materially affecting the value of the Property, seller is under a duty to disclose said facts both to the buyer and to the realtor. If seller knows of or

becomes aware of such facts, he/she shall set them forth in writing on the following defect disclosure section. Seller agrees to indemnify and hold harmless listing agent and company and those relying thereon for damages resulting from the inaccuracy of said information and from OWNER'S failure to disclose any facts materially affecting the value of the Property. This duty shall continue through to date of closing. >>

LIST DEFECTS, DISCLOSURES, ADDITIONAL PROVISIONS, ETC.: (IF NONE, PLEASE WRITE NONE)

{x} _____

Do you have a dog or large animal in your home ? yes {x} ___no{x} ___
 if yes , describe _____

18.) Seller has reviewed and understands the Broker Relationship Notice set out below.

19.) Seller understands and agrees that the Company shall Not act as an escrow agent in connection with the sale of the listed property.

20.) Seller agrees to state honestly the dimensions, characteristics and condition of the property to be entered into the multiple listings to the best of their knowledge, Company assumes no liability at all for inaccuracies errors or misstatements made by seller. Company does not conduct any survey of property to verify accuracy of any information provided to it by seller and is not to be held responsible for the accuracy of the information. Seller has reviewed the information shown on this agreement and the data input forms provided to Company and hereby acknowledges it to be true and correct.

21.) Seller may append an item or change an item contained in the listing a maximum of 20 times with no charge. Major changes made to the listing will result in a charge by this company. 22. Prestigious Homes will submit the Information you have provided in your input form to the MLS in your local area. We will try and always fix errors made by you and the local MLS of your area, but the final decisions on your MLS Data input are controlled by your local MLS. Further that once a listing is placed in your local MLS there is no refunds or charge backs allowed. You will be allowed 20 item changes maximum as long as there are no fees billed by your local MLS to Prestigious Homes Realty. Any additional changes will be at a rate of 35 dollars per 2 changes. Corrections to mistakes made by your local MLS will be worked on by Prestigious Homes but there is no guarantee that we will be able to control the outcome. Listings will be submitted within 24 business hours to your local MLS after receipt of a properly filled out MLS agreement. Listings usually show within 24 – 48 hours. If your local MLS is experiencing difficulties you agree to allow 7 business days for the MLS to input Data and have home listed. Realtor.com receives their property information from the various MLS Boards. Prestigious Homes does not guarantee the information in Realtor.com but will edit and add remarks to listings that are shown in Realtor.com through our membership account. All changes must be requested in writing Via Email by the Seller(s) and delivered to listing agent. (Facsimile copies are accepted is signed).

Accepted by the Company Prestigious Homes (broker)	Accepted by Seller (s): all signatures of title holders required
Date: _____	(X) _____
Date: _____	(X) _____ Date X _____

Please sign and fill in proper info where you see an (X)

Company Contact Information: Mailing Address: Prestigious Homes 1251 SW 19 street Boca Raton, FI 33486 Phone: 561 392 2450, Fax to : 1-561-880-6838 Email photos here PrestigiousBoca@aol..com	Seller Contact Information: x _____ Name x _____ Name: x _____ Address: x _____ City state: Zip: x _____ Phone: x _____ Fax: x _____ Email: x _____ used as your ID with us! 2nd Email : x _____
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I AUTHORIZE TO BILL MY CARD SECTION If you place a charge back with your credit card company (on purpose or by mistake) for an order that you placed and received, there will be a \$75.00 research fee charged to your account upon reversal of the charge back by our merchant provider to cover our investigative expenses to prove that you did make the purchase and that you did receive it . **NO EXCEPTIONS!** - If you do not remember making the purchase - call the number on your statement next to the charge **BEFORE** calling your bank! **ANY FINES CHARGED TO OUR OFFICE BY THE MLS FOR THE SELLER BREAKING ANY MLS RULES ARE THE RESPONSIBILITY OF THE SELLER.** **Fraudulent Charges - Stolen Credit Card Purchases:** We log IP strings on all orders - any orders coming back as a charge back due to fraudulent activities will be diligently pursued through your local jurisdiction for prosecution to the fullest extent of the law!

I AUTHORIZE YOU TO BILL MY CARD \$ 299.00 (Please **NOTE** any additional options such as lock-boxes deposits, or Prestigious Homes Realty For Sale Signs with Seller's phone number and Prestigious homes Realty Logo are billed separately, if needed please call 561 392 2450)

CARD HOLDER MUST SIGN HERE X _____

CARD HOLDER Print full name here X _____

IMPORTANT NOTICE FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE. You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

TRANSACTION BROKER NOTICE FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION. As a transaction broker, The Company provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds; 3. Using skill, care and diligence in the transaction; 4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the Buyer; 5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the Seller will accept a price less than the asking or listing price, that the Buyer will pay a greater price than the price submitted in a written offer, of the motivation of the any party selling or buying property, that a Seller or Buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and 7. Any additional duties that are entered into by this or by separate written agreement. Limited representation means that a Buyer or Seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both Buyer and the Seller, but the licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

X _____

Date _____

X _____

Date _____

Signature Seller (s)