

# Listing Service Agreement

AGREEMENT made on \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (Seller/Lessor) and Nehima Realty, Inc. Seller/Lessor warrants that Seller/Lessor is/are the titleholder in \_\_\_\_\_ (specify, such as fee simple) of the property located at \_\_\_\_\_ (address) ("the property"); and desires to list the property at a price as follows (check one):

List property for sale at a Flat Fee Rate of \$150.00 (One Hundred Fifty Dollars) per property.

List property for rental at a Flat Fee Rate of \$99.00 (Ninety Nine Dollars) per apartment.

Broker agrees to list property on MLS Network as follows: For a Flat Fee of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars), to be paid in advance.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## SCOPE OF CONTRACT

Broker shall place the property on the MLS Network.

The property will be advertised on realtor.com, nehimarealty.com and other partner sites.

Parties agree that Broker is not acting as EITHER a Buyer/Rental or Seller/Lessor's agent, and that:

- Broker makes no representations or warranties about the property, nor warrants that the property will be sold/rented.
- Seller/Lessor understands that the fee charged is for the services of placing the property on the site specified above and not conditional upon the sale or rental of the property, nor upon the price obtained for such sale or rental.
- The parties agree that Broker, a limited service Broker, in this contract is not responsible, therefore, for providing any marketing other than placing the property on the MLSpin Network and websites listed above, and that Seller shall do his or her own marketing. The Seller/Lessor agrees that the listing will be placed in MLS Network as ENTRY ONLY.

LISTING PRICE – The Listing price for the property shall be \_\_\_\_\_ dollars or such other price and terms as the Owner may desire.

LISTING PERIOD – Listing Agreement is until property is sold/rented.

TYPE OF LISTING – Seller/Lessor has entered into a Flat Fee Listing Agreement which is a Facilitation/Exclusive. Seller/Lessor agrees he/she has not entered into any agreement/contract with another Broker.

CO-BROKE COMPENSATION – Must be stated by Seller/Lessor on Listing. Cooperation compensation must be specified on listings. Co-broke customarily receives 2 – 3 percent (sales) and ½ to one full month's rent for bringing a ready, willing, able buyer/lessee. Seller/Lessor is solely responsible for paying co-broke compensation.

NOTIFICATION TO BROKER OF STATUS CHANGE – Seller/Lessor agrees to notify Broker of status changes to the listing (Under agreement, Sold, Price Change, etc.) so that accurate information is entered into MLS.

FORMS - Broker shall provide Seller/Lessor with Seller's Real Estate Information Statement and Property Transfer Lead Paint Notification Form (Sales) or Tenant Lead Paint Notification (Rentals). Additional forms can be purchased.

USE OF SIGNS – Seller/lessor shall not use any sign stating "for sale /rent by owner" or similar language. Signs are provided with the 1st package. Additional signs can be purchased at \$55.00 per sign.

PHOTOGRAPHS TO BE PROVIDED BY SELLER/LESSOR – Seller/Lessor shall provide Broker with photographs of the property within 24 to 48 hours the signing of this agreement (failure to do so results in a fine assessed to seller/lessor). Photographs should be emailed to [info@nehimarealty.com](mailto:info@nehimarealty.com) or [cynthia@nehimarealty.com](mailto:cynthia@nehimarealty.com).

INDEMNIFICATION – Seller/Lessor shall hold Broker harmless for any loss, cost, or expense including reasonable attorney's fees due to any misrepresentations, either negligent or intentional, of the property by Seller/Lessor or by Co-broker (s), or for any breach of contract by Seller/Lessor.

PRIOR AGREEMENTS – This Agreement supersedes and replaces all prior agreement and understandings, whether oral or in writing, and may only be modified in a separate writing signed by both parties.

CHOICE OF LAW – This contract shall be construed under the laws of the Commonwealth of Massachusetts.

RESOLVING DISPUTES – In the event of a dispute, Broker and Seller/Lessor shall attempt to first settle the dispute through either mediation or arbitration prior to proceeding with a lawsuit, as long as they are not jeopardizing their respective rights by doing so because of applicable statutes of limitation or any other reason.

INABILITY TO LIST – Seller/Lessor shall relieve and indemnify Broker from any liability for inability of any reason beyond the control of Broker to list the property on the sites stated above, therefore giving a Full Refund of the state amount.

TERMINATION OF CONTRACT – Broker may terminate this agreement if Seller/Lessor engages in illegal or misleading practices in the listing of the property, including but not limited to misrepresentation of the property of the Seller/Lessor’s ability to convey good title or possession.

By signing below, Seller/Lessor acknowledges that he or she has read and understood the entire agreement, and has had the opportunity to consult with an attorney.

Name of Broker

By: \_\_\_\_\_

(as Agent for Nehima Realty, Inc. and not Individually)

Seller/Lessor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Print, sign and e-mail or fax agreement with disclosure.

NEFHMA