



Listing Agreement

1. This Listing Agreement, dated _____, is a professional service agreement between Wendy A. Smith P.A. d/b/a Wendy Smith Real Estate [hereinafter "Broker"] and _____ [hereinafter "Seller"].
2. The property to be listed is located at:
 Address: _____
 City: _____, FL Zip: _____
 County: _____ [hereinafter "Property"]
3. This agreement shall commence on _____ and shall expire on _____
4. Under this Agreement, Seller may sell his/her property himself/herself to any Buyer not procured by a participating Realtor, in this event, no commission due. Seller agrees to notify Broker in writing, within 24 hours, to ensure proper MLS reporting.
5. List Price \$ _____
6. Under this agreement, Broker agrees to:
 - a) Submit the Property to the Multiple Listing Service (MLS)
 - b) The Property will appear on Internet sites such as Realtor.com, Zillow, Trulia, HomeGain, and 1000's of other sites
 - c) Free virtual tour via MLS (first 5 photos).
 - d) Forward to Buyer inquiries relative to Property to seller via email
7. Termination: There is no termination fee. Termination may not be allowed in the event a contract is pending on the Property involving a buyer who was procured by a participating Realtor.
8. The following personal property will be included in the sale (i.e. appliances, ceiling fans, window treatments):

9. Seller agrees to pay Broker a professional listing fee of \$150.00 for the above services. This fee is earned, due and payable in full upon the execution of this Agreement by Seller. Should a participating Realtor, including Broker, procure a buyer who is ready, willing and able to purchase the property at a price acceptable to the Seller, Seller agrees to pay a professional fee of ____% (recommended 3%) based upon the agreed sales price of the Property. Buyer agent shall pay admin fee.
10. Care and custody of Property is the responsibility of Seller; Broker shall not be liable to Seller for any damages that may occur to Property. Seller hereby releases Broker and those working through Broker from all liability and responsibility in connection with any loss that may occur.
11. Broker is obligated to timely deliver to MLS any change in status of this listing, specifically when the Property has an accepted offer and when the sale is closed. Seller agrees to notify Broker within 24 hours of the date when any contract is executed and the date Property sells.

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. Marketable Title Clause: Seller warrants and represents that at the time of closing; he/she shall be able to convey marketable title to the Property.
15. The person signing this Agreement warrants and represents that he/she is the Seller and is properly authorized to enter into this Agreement. A signature transmitted by fax or electronically shall be deemed to have the same effect as an original signature. This Agreement shall be binding on all heirs, successors, assignees, and personal representatives of the Sellers.
16. Seller agrees to state honestly the dimensions, characteristics and condition of the property to be entered into the MLS to the best of their knowledge. Broker assumes no liability for inaccuracies, errors or misstatements made by Seller. Broker does not conduct any survey of property to verify accuracy of any information provided by Seller and is not responsible for the accuracy of the information. Seller has reviewed the information shown on this Agreement and the data input forms provided to Broker and hereby acknowledges it to be true and correct.
17. 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 Broker. Seller has fully reviewed this agreement and warrants the accuracy of all information. Seller agrees to indemnify and to hold harmless the Broker and those relying on information contained in this Agreement for damages resulting from any inaccuracy and/or the Seller's failure to disclose any information. Seller has not disclosed to Broker any defects except as set forth herein. (Use Seller Property Disclosure form to disclose defects, additional provisions, etc.)
18. Broker reserves the right to withdraw/terminate the listing should Seller do anything that results in a MLS violation notice.
19. Broker does not dispense legal advice. No communication between Broker and Seller shall be construed as legal advice.

**Seller has reviewed and understands the No Broker Relationship Notice set out on Page 3 of this Agreement.
 Seller has reviewed the information shown on this Agreement and hereby acknowledges it to be true and correct.**

As to Seller(s) – Note: All Owners of Record must sign.

_____ Date: _____

_____ Date: _____

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 decide on representation.

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, Wendy Smith Real Estate and its associates owe to you the following duties:

- 1) Dealing honestly and fairly.
- 2) Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
- 3) Accounting for all funds entrusted to the licensee.

Seller Initials: _____

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