

Flat Fee Listing Agreement Contract Option #2

Seller has paid a non-refundable fee at time of order which is paid regardless of if the property sells or who sells the property. The Seller is giving HomeWise Real Estate, LLC the authority to enter the property listing into the local MLS subject to the rules and regulations of the MLS service. Seller grants Broker the exclusive right to list and sell this property. This listing includes 25 photos or maximum MLS allowed of the property, and a Realtor.com listing. Seller will pay broker a commission of 3.5% of total gross sales price at closing. Broker will post full 3% buyer agent commission to the MLS and pay the buyer agent 3% at closing. Commission is entirely the responsibility of the Seller.

If a purchase agreement is signed before this listing contract ends, but the closing of the sale of the property does not take place until after this contract ends, Seller' obligation to pay commission as stated in this listing agreement shall be extended to coincide with the closing date.

Offers to purchase will be tendered to HomeWise and HomeWise will forward to the Seller. Seller will not negotiate directly with any Buyer who is procured by an Agent/Broker. Seller will not sell property to any Buyer procured by any Agent/Broker for 180 days after the property has been removed from the MLS unless Seller works through the Agent/Broker and pays the commission posted in the MLS. Seller is directly responsible for all commissions or claims of procuring cause by any Agent/Broker.

Seller agrees to indemnify and hold harmless HomeWise Real Estate, LLC, the Broker and HomeWise Real Estate, LLC Agents/Broker against any claims, lawsuits, and/or costs (including legal fees) that arise for any claims concerning the listing and/or sale. _____Initials.

As the Seller' representative, HomeWise Real Estate, LLC will advise, assist, answer questions, receive, and/or present offers, and support the Seller in contract negotiations and preparing counter-offers. Neither HomeWise nor the Broker, make any guarantees about the sale of this property. HomeWise Real Estate, LLC is being hired to list the property in the MLS database and on Realtor.com, and provide negotiating and customary real estate services to get the transaction to closing. If there is no buyer agent HomeWise will be paid 1.5% regardless of if HomeWise writes the offer and shepherds the transaction to closing. Should a HomeWise agent bring the buyer to the transaction, this agent will collect the buyer agent fee stated in the MLS.

Seller agrees to carefully read over the initial MLS listing for errors or missing information and will notify HomeWise Real Estate, LLC by email of any changes. Seller agrees that HomeWise Real Estate, LLC can make necessary changes to the MLS listing to correct errors and to make the listing conform to MLS rules and/or real estate sales customs. Email will be considered an acceptable form of written notification for any changes to the MLS, including, but not limited to, price changes and withdrawal/cancellation.

HomeWise Real Estate, LLC will provide the Seller with a HomeWise Real Estate, LLC Realtor yard sign panel which the Seller will display on the property if a sign is to be displayed. The sign is 18" x 24" and fits the standard steel frame available at most hardware stores. Additional signs are available at \$10. Seller will not display any other signs or alter the HomeWise sign in any way, nor add any other signs or phone numbers to the HomeWise sign while it is listed with HomeWise Real Estate, LLC. Seller will not advertise as a for sale by owner while the property is listed with HomeWise Real Estate, LLC. This is to conform with Ohio real estate sign law as well as MLS rules and to protect HomeWise Real Estate, LLC from MLS fines. Violation of this part of the agreement gives HomeWise Real Estate, LLC the authority to withdraw the listing from the MLS without notice. The Seller agrees to pay any fines and costs incurred by HomeWise Real Estate, LLC if the Seller has caused the broker to be in violation of MLS rules about which the Broker has notified the Seller in writing;. Email is acceptable for this notification. _____Initials.

The Broker and HomeWise Real Estate, LLC reserve the right to terminate this agreement at any time, without recourse, should the Broker discover that the Seller does not have the legal authority to sell the property and/or has not disclosed all material facts regarding the property on the State required Residential Property Disclosure.

HomeWise Real Estate, LLC advises all participants in buying and selling real estate to enlist the services of a competent real estate attorney.

The Seller may withdraw/cancel the listing at any time and for any reason unless the property is in contract, either by email or in other form of writing, however, all compensation including processed credit card and/or debit card transactions are non-refundable. The initial listing is for a period of 6 months in the MLS. Email from the Seller is considered ' writing.' If Seller cancels or withdraws the listing, or the listing expires without being renewed, the listing is then considered ended and will not be renewed. If Seller wishes to list again, Seller must pay the up front fee for the new listing. If Seller renews BEFORE the listing expires, the renewal fee is \$100. Listings are posted to the MLS Monday - Friday, excluding holidays.

Sellers Initials _____

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The Seller gives HomeWise Real Estate, LLC and the MLS the right to transmit listing information and photograph(s) to any web site(s) deemed suitable by HomeWise Real Estate, LLC and to any internet site(s) where the MLS appears. Seller indemnifies and holds harmless HomeWise Real Estate, LLC and broker should any internet listings of the property not be removed from the internet on a timely basis; HomeWise has no control over this after we have removed the listing from the MLS. When the listing is entered into the MLS, there is a time delay while the listing feeds electronically to Realtor.com and other internet sites. HomeWise Real Estate, LLC has no control over either of these.

Seller agrees to keep HomeWise Real Estate, LLC up-to-date on the status of the Seller' home by timely giving HomeWise Real Estate, LLC in writing (email) the information needed to keep the listing up to date in the MLS. The Seller will reimburse HomeWise Real Estate, LLC for any MLS fines levied against HomeWise Real Estate, LLC, the Broker, and/or the listing Agent, if the Seller has not notified HomeWise Real Estate, LLC in writing of a change in the status of Seller' listing. Please initial this paragraph stating Seller will keep HomeWise Real Estate, LLC informed of the status of the property.
Seller _____Initials.

Neither the Board of Realtors, the MLS, nor HomeWise requires the use of a lockbox. If Seller chooses to use a lock box, Broker advises Seller that lockbox is not a security device. Using a lockbox will probably increase showings, but involves risks (for example: unauthorized entry, theft, property damage, or personal injury). Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any real or personal property resulting from any act or omission not limited to injuries or damages caused by any party.

HomeWise Real Estate, LLC, the Broker, nor Agents are experts in, and do not provide advice to Seller concerning legal matters, tax, financing, surveying, structural or mechanical condition, hazardous material or engineering. Seller is encouraged to seek expert help from qualified professionals in such areas.

Seller understands that he/she must conform to all federal, state and local laws concerning fair housing. It is illegal pursuant to the Ohio Fair Housing Law, Division (H) of sections 4112002 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. Seller acknowledges that Block Busting is Illegal. Seller cannot instruct Broker or any Salesperson acting as Seller' agent or convey on behalf of Seller any limitations in the sale of the property based upon any of the foregoing.

Seller has given, or will be giving, Broker the Seller' Residential Property Disclosure to furnish to prospective buyers. Such information is accurate and complete and does not omit or fail to disclose any material defects known to Seller regarding the property. Seller shall indemnify, defend and hold HomeWise and Broker harmless from and against any and all claims, demands, suits, damages, liability, losses, or expenses, including reasonable attorney' fees, arising out of any misrepresentation, nondisclosure or concealment by Seller in connection with the sale of the property, including, without limitation, the inaccuracy or incompleteness for any complaints made by a Buyer or prospective Buyer before or after possession of the property with respect to any defect in this property. Seller _____Initials.

Seller understands that Ohio law requires Broker to disclose to any Buyer all adverse material facts related to the condition of the property known by Broker or Seller. Seller acknowledges that broker is subject to and will abide by the Rules and Regulations of the MLS, Ohio law or any Realtor Association.

Seller has received and signed the Consumer Guide To Agency Relationships and understands it in its entirety. Should Seller receive multiple offers Seller consents for Broker to disclose to all parties that there are multiple offers. Contents of the offers will not be disclosed. Initial here to accept _____, OR, initial here to decline _____.
Seller will send HomeWise final signed copies of all the documents.

At any time after listing with HomeWise, should the Seller list with another real estate company, the HomeWise listing will be considered cancelled and cannot be reactivated. Should Seller wish to relist the same property with HomeWise after having listed with another real estate company, Seller will pay the up front fee for the new listing.

Sellers Initials _____

If legal recourse arises out of Seller' non-performance under this contract HomeWise Real Estate, LLC will be entitled to recover all fees and commissions, including, but not limited to, reasonable attorney' fees and costs. Seller agrees to pay the above stated commission even if a buyer agent represents a buyer that has previously looked at the property without an agent. This is to protect HomeWise from legal issues of procuring cause.

HomeWise Real Estate, LLC will provide the following to the Seller: market analysis on request, MLS Listing in Seller' local MLS with up to 25 photos or the maximum number of photos the local MLS allows for 6 months, standard Realtor yard sign, combination lockbox, Realtor.com listing, listing on local real estate company internet sites and all internet sites which carry the MLS, phone/email/text support, printable color flyer with all MLS information at listing and after each MLS change, all necessary legal paperwork, contract review and clarification and will handle all contract negotiations and support Seller Broker, listing agent and HomeWise Real Estate, LLC make no other commitments, verbal or implied, or guarantees regarding this listing agreement or any aspect of the showing, sale and closing of this property. No amendment or alteration in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto.

Within moments after the listing goes live in the MLS, it will be emailed to the Seller and the Seller agrees that he/she will carefully read over the listing completely and notify HomeWise by email to sharon@homewisemls.com of any errors or omissions. After that 24 hour period, the Seller agrees that he/she is responsible for any errors or omissions in the listing. If you have questions at any time during the listing, please email the Broker at sharon@homewisemls.com or call at 614-432-7325.

This listing period begins the date the listing goes live in the MLS and ends six months from that date,

Seller has read and understands this entire agreement; by signature below, Seller agrees to all of the terms of this contract in its entirety. If Seller has any questions regarding this Listing Agreement please call 1-614-432-7325..

Seller agrees that in all disputes regarding the listing of the property, this listing agreement shall prevail.

List Date _____ Expiration Date _____ (List date and expiration will be typed in by broker on date of listing and final signed copy of this agreement will be emailed to the Seller at that time.)

Sharon Y. Jebavy, Broker Date

Information below to be completed

For CincinnatiMLS only:

Seller Date

Area _____

Seller Date

MLS # _____

Property Address Being Listed

Subdivision _____

List Price
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