

# LIMITED SERVICE LISTING AGREEMENT

THIS "AGREEMENT", is by and between SAND DOLLAR REALTY GROUP, INC., a Florida Corporation, "Broker," and \_\_\_\_\_, "Owners." Owners give Broker the Exclusive Right to Sell/Lease the real and personal property (collectively "Property") described as follows, at the price and terms described below. Real property described as follows:

\_\_\_\_\_ and any personal property noted in the MLS's data entry form, "MLS Form." The MLS Form is incorporated into this Agreement as an addendum and integral part of this Agreement.

## 1. Time Period, Sales Terms, and Listing Plan---

(A) **Expiration Date:** The "Commencement Date" is the date this Agreement is executed by the Owners and delivered to the Broker. Unless specified elsewhere in this Agreement, the Expiration Date is 12 months from the Commencement Date on Property for sale - OR- 4 months from the Commencement Date on Property for rent.

(B) **Asking Price:** \$ \_\_\_\_\_ (if blank, Asking Price will be the amount stated on the MLS Form.)

(C) **Financing Terms (for sales):** Cash, Conventional, VA, FHA, USDA, and other financing as specified on the MLS Form.

(D) **Listing Plan (CHECK ONE BOX):**  Basic Listing Plan \$299.00 --OR--  Deluxe Listing Plan \$499.00  
--OR--  Basic Rental Plan \$ 99.00 --

In some instances additional fees may be charged by the local Multiple Listing Service, "MLS," to input the listing. Broker will notify Owners of these fees prior to accepting the listing. All fees will be charged to Owners at the time of listing. By default, Owners will have chosen the Basic Listing Plan if no plan is checked above. The additional services provided with the Deluxe Listing Plan are stated in Paragraph 2(E) of this Agreement.

Additional service upgrades requested (please write in): \_\_\_\_\_

(E)  **Investment association or military discount.** \$74 discount off the Basic Listing Price for a total of \$225.00. By checking the box in this paragraph, I certify that I am a current member of one of the following and am applying for the group discount: Central Florida Realty Investors (CFRI) or a 6 month subscriber to Broker's email hot property list, or on active duty with the United States military or the National Guard. Commission amount to cooperating brokerages is not affected by this paragraph. All other terms and conditions of this Agreement remain the same. **No discounts are available for rental listings.**

## 2. Broker's Obligations---

(A) **Marketing, Multiple Listing Service ("MLS"), and Privacy Policy.** Owners authorize Broker to place the Property into the MLS that services the area that the Property is located and at Broker's discretion into any of Broker's advertising. Owners authorize Broker to report to the MLS and/or Association of Realtors® this listing information and price, terms and financing information on any resulting sale or lease. Owners authorize Broker, the MLS and/or Association of Realtors® to use, license or sell the active listing and sold data. Owners authorize Broker to offer cooperating brokerages compensation. Owner is permitted to come to Broker's office and pick up a For Sale sign to be used in advertising the Property. Broker is permitted to do their own advertising and marketing of the Property in publications, online, or otherwise and attempt to procure the buyer-side commission. Broker is not responsible for representing Owners in any other capacity except as specifically described in this Agreement. If the Property is in a short sale and/or pre-foreclosure situation, Owners hereby permit Broker to advertise the Property as such in any of Broker's advertising including the MLS. Broker will not otherwise sell, share, or distribute the Owners' information except as authorized in this Agreement and in the normal marketing of the Property including the MLS.

(B) **Internet Advertising and Virtual Office Websites.** Owners authorize Broker to advertise the Property including its street address on the internet and various third party websites. Owners authorize advertising through Virtual Office Websites a/k/a VOW's. Owners authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property. Owners do not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property. Owners understand that the MLS distributes the Property's listing information to various third party websites. Broker has limited control over how these third party websites operate and display information.

(C) **Changes to Listing.** All changes to the listing must be submitted in writing on the status change form provided by Broker and signed by all Owners. Broker will make an unlimited number of changes to the listing during the first 14 days of the listing. After the first 14 days, changes can be submitted to Broker no more than once during any 7-day period and no more than 20 times during the

period of the listing. Property will be inputted into the MLS one (1) time. Inputting the listing in additional ways (i.e. other property types, different MLS's, etc.) will be done at the rate of an additional \$100 per input.

(D) **Showings and Offers.** Owners hereby authorize Broker to provide showing instructions, including lockbox combinations, gate codes, alarm codes, and similar access information to other brokerages and their associates. Owners shall hold Broker and the MLS harmless from any liability resulting from this listing, the showing of Owners' Property by others, and the dissemination of any lockbox combinations, gate codes, alarm codes, and similar access information. Owners hereby waive any statutory requirement for Broker to present all offers and counteroffers to Owners and authorize Broker to notify other brokerages to present all offers and counteroffers directly to Owners.

(E) **Deluxe Listing Plan.** If Owners choose the Deluxe Listing Plan, then in addition to the above obligations Broker will perform the following: (1) If the listing is not located in a county serviced by the My Florida Regional MLS, the Southeast Florida MLS, the Southwest Florida MLS, or the Northeast Florida MLS, Broker will input the listing into one of those MLS's in addition to the MLS servicing the area that the Property is located in (Broker will decide which regional MLS to input the listing into unless Owners decide in writing); (2) Provide market/pricing updates regarding the Property (once per month and must be requested in writing by the Owners each time); (3) Order a virtual/video tour of the Property; and (4) Provide an electronic lockbox to Owners, if Owners desire one and Property is located in Orange or Seminole County, Florida. (If property is located in Lake, Osceola, Northeastern Polk, or Western Volusia County, Florida an electronic lockbox will be provided for an additional \$50 charge to be paid up front.) Deluxe Listing Plan is not available for Rental Listings.

(F) **Brokerage Relationship.** The legal relationship between Broker and Owners shall be that of a "transaction broker" as defined in Chapter 475, Florida Statutes.

**3. Owners' Obligations---** Owners hereby agree to comply with the following: (a) To cooperate with Broker in carrying out this Agreement in good faith. (b) To provide Broker with accurate information about the Property in order to place it in the MLS. (c) To indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature including attorney's fees and court costs and from liability to any person, that Broker incurs because of (1) Owner's negligence, representations, misrepresentations, actions, or inactions, (2) showing instructions and the use of a lockbox, (3) the existence of undisclosed material facts about the Property, (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker, and/or (5) Owner providing photographs, videos, brochures, or other intellectual property that is copyrighted or otherwise owned by someone other than Owner. (d) To inform Broker in writing within 2 days if a contract to sell or lease the Property is entered into by Owners. (e) Upon closing of the Property to immediately pay Broker and any cooperating brokerage the agreed upon commissions described in this Agreement and to immediately provide Broker a signed copy of the purchase & sale contract and the closing statement. (f) To make all legally required disclosures. (g) To offer the Property to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other class of persons protected by federal, state, or local law.

**4. Commission---** Commission offered to buyer's brokers, transaction brokers, and non-representative brokers assisting in the sale or rental of the Property is: \_\_\_\_\_ (if blank, fee is: 3% of the Purchase Price on Property For Sale -OR- 1-month's rent on Property For Rent). This fee is not due if Owners sell or lease the Property on their own without involving another brokerage. Owners hereby agree to pay said commissions at the time a sale or lease of the Property is closed and settled with any party where Broker or any other MLS cooperating broker is the procuring cause of the sale or lease, so long as the contract for sale or lease (or similar paperwork) is executed prior to the Expiration Date. If the closing is not disbursed through a licensed title agent or attorney, (1) Owners agree to pay said commission no later than 5 days after the closing is finalized, and (2) Owners hereby allow said commission to be deducted from any money held in escrow by Broker or cooperating brokerages. If Sand Dollar Realty Group, Inc. procures a purchaser or renter for the Property and closes the transaction, then Owner agrees to pay Broker the same compensation (as stated above) as they would to any other brokerage who procured a purchaser in addition to the listing fees described in this Agreement.

**5. Termination---** Either Owners or Broker may terminate this Agreement for any reason by giving the other party 2 business days written notice. Broker will be required to withdraw the listing from the MLS within 2 business days of receipt of said notice of termination. If Owners decide to withdraw the listing, the Owners shall submit the status change form and deliver it to Broker. Any fees previously paid by Owners to Broker shall be non-refundable unless agreed otherwise by both parties. If Broker decides to withdraw the listing, all fees paid to Broker by Owners shall be refunded to Owners so long as Owners did not violate (or attempt to violate) the terms of this Agreement. Broker reserves the right to refuse any listing and to refuse the extension of any listing.

**6. Extensions---** This Agreement may be extended with the written approval of both parties. If Owner has previously terminated the listing and later wants to re-activate it, this will be done at no charge as long as the Expiration Date of the previous listing has not already lapsed. If the Expiration Date has already lapsed, the listing must be re-activated as a brand new listing with a new listing fee paid in full. Existing for sale listings will be extended at \$100 per 6-month period. Existing rental listings will be extended at \$99 per 4-month period.

**7. Miscellaneous---**(a) Any item in this Agreement found to be illegal shall be considered null and void, just as if it had never

appeared in the Agreement, and it shall not affect the validity of any other item in this Agreement. The terms of this Agreement shall override any terms listed on our website or other communications. (b) Owners warrant that no other listing or marketing agreements or rights to advertise in the MLS are in effect on the Property as of the Commencement Date of this Agreement. Owners certify that Owners are legally entitled to convey the Property and all improvements. (c) Time is of the essence under this Agreement. (d) Plural references made to the parties in this Agreement may also be singular, and singular references may be plural. Any references to any particular gender shall apply to all genders. All terms of this Agreement also apply to both parties' heirs, personal representatives, successors, or assigns, as the case may be. (e) Owners hereby acknowledge and agree that Broker, its sales associates, agents, officers, principals, and employees are not performing "foreclosure-related rescue services" or acting as a "foreclosure-rescue consultant" as defined in Chapter 501.1377, Florida Statutes. (f) Owners hereby warrant that all photographs, videos, brochures, and other intellectual property provided to Broker are owned by the Owner and are not copyrighted or owned by anyone else unless written permission to use these is provided to Broker.

**8. Affiliation Disclosure---** Sand Dollar Realty Group Inc. discloses that it or its principals has/have an equitable and/or ownership interest in Sand Dollar Referrals LLC T/A Housing Trust Realty, SDPM LLC T/A Sand Dollar Property Management, Broker's Title of Longwood I LLC, and related entities. Sand Dollar Realty Group Inc. is realizing a profit through its relationships with these companies. The Buyer and Owner are not obligated to use these companies or purchase their products as a condition of the sale, purchase, or rental of this Property.

**9. Authorization---** Owners permit Broker to contact other parties to the transaction including other real estate brokerages and sales associates, title companies, attorneys, lenders, appraisers, inspectors, and related parties. Owners permit Broker to receive and authorize closing agents to provide Broker copies of the purchase & sale contract, addenda, disclosures, and closing statements related to the Property and the transaction.

**BY SIGNING THEIR NAMES BELOW, OWNERS AND BROKER HEREBY AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. OWNERS HAVE RECEIVED A SIGNED COPY OF THIS AGREEMENT ON THE DATE OF EXECUTION BELOW.**

Signature of Owners: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Owners: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Owner's Address: \_\_\_\_\_  
\_\_\_\_\_

Owner's Phone: \_\_\_\_\_

Owner's Email: \_\_\_\_\_

Robert Arnold, Jr. \_\_\_\_\_ Signature

Robert Arnold, Jr. - as Managing Broker of Sand Dollar Realty Group, Inc.

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