

**EXCLUSIVE AGENCY LISTING AGREEMENT
MLS LISTING ONLY**

ADDENDUM

Property Address: _____

Date: _____

For the purposes of this Agreement, Discount Realty, LLC will be referred to hereinafter as "Agency".

Seller(s) acknowledge this is a FLAT FEE, LISTING ONLY SERVICE and Agency does NOT represent you or your interests during the transaction.

Representation Disclosure:

Seller(s) acknowledges and agrees that Agency does NOT represent the Seller(s) as a CLIENT in connection to the sale of this property. Agency does NOT provide brokerage services to the Seller, except for a MLS Listing.

Agency is NOT bound by the statutory duties of loyalty, obedience, disclosure, confidentiality, reasonable care, accounting and diligence and has NO fiduciary duties to the Seller.

This service is geared toward Sellers who understand and are comfortable with the Real Estate sales process. Agency encourages Seller(s) to seek legal advice or consultation from an attorney regarding questions about or completing contracts, property disclosure forms, and general Real Estate questions about the Sale Process.

Seller Duties:

Seller(s) further understand and agree that Agency, will NOT perform the following services in connection with the sale of this property and that the Seller(s) are responsible for administrating and performing such acts pertaining to the sale, to include, but not limited to:

- Determining a Sale Price or Market Value of the Property
- Assisting in completing Real Estate forms
- Coordinating/Setting Up showings to prospective buyers
- Offer negotiations
- Holding earnest deposit funds
- Attending home inspections
- Consulting or giving advice regarding any aspect of the sale of Seller(s) property
- Providing For Sale signs
- Preparing for and attending closing

Seller(s) Initials: _____/_____

Photo Changes:

The Uniform Electronic Transaction Act (UETA)-Section 7(d) states, "If a law requires a signature, an electronic signature satisfies the law". Typing your initials and/or signature shall be considered your Electronic Signature and is as binding as a handwritten signature.

Seller(s) are allowed one (1) photo change during listing period. There will be a \$5.00 charge per photo after the allotted change.

Buyer Brokerage Disclosure:

Seller(s) acknowledge that Agency does represent Buyer Clients and reserves the right to represent such clients who are interested in the Seller(s) property. Seller(s) further understand that if Agency brings a Buyer Client, that the Agency has fiduciary duties to and represents the interests of the BUYER during the transaction, NOT the Seller(s). Agency shall be entitled to the Buyer Broker Commission offered under the terms of the Exclusive Agency Listing Agreement.

Property Disclosure:

Seller(s) must disclose any and all defects in the property which are not open and obvious, and which may materially affect the value or desirability of the property. Seller(s) acknowledge they are responsible for completing and providing potential buyers with the following required forms mandated by the State of Maine: (1) Property Disclosure, (2) Lead Paint Disclosure, (3) Arsenic Well Disclosure, (4) Arsenic Water Disclosure, and (5) any other form that may be required by the State of Maine.

Listing Expiration:

Seller(s) are responsible for renewing Listing Contract if the property is not sold, if Seller(s) choose to re-list. Upon the Expiration Date of the MLS Listing, the property will be automatically withdrawn from the MLS with an "expired" status, as well as on listmaine.com.

The Multiple Listing Service:

The Seller(s) agrees to follow the Rules and Regulations of the Maine Real Estate Information System (MREIS)/ (MLS) as it pertains to MLS listings. The Seller(s) is responsible for any and all MLS fines in connection to the listing for failure to provide listing status changes. If a violation occurs, the property will be immediately withdrawn from the market, until the issue has been resolved and fines have been paid to Agency by Seller(s). If the fines are not paid within five (5) calendar days from the time of assessment, Agency shall terminate the Listing without refund.

Agency has the right to terminate the listing if two (2) or more citations of non-compliance have been issued from MREIS. Listing will be terminated without a refund.

Seller(s) acknowledge that the MLS allows automatic data transfers to several third (3rd) party Real Estate websites and this Agency is not responsible for the information provided within these sites.

Seller is responsible for reviewing the published MLS listing for accuracy and agrees to notify Agency of errors or omissions. Seller(s) agree to hold harmless from any claims, fines, or suits arising from listing data integrity.

Seller(s) agree to inform Agency of listing status changes by submitting appropriate forms provided on the website, including, but not limited to: (1) Pending, (2) Withdrawn, and (3) Sold within One (1) Day.

Seller(s) Initials: _____/_____

Seller(s) further acknowledge that they have read, reviewed, understand, and agree to the Rules and Regulations of the Maine Real Estate Information System.

Commission Disputes:

Seller(s) understands it is their financial responsibility to compensate a Buyer Broker. Agency is not liable for any payment or commission owed to a Buyer Broker. Seller(s) shall hold Agency harmless from any suit or claim regarding real estate commissions between the Seller(s) and a Buyer Broker.

Listing Content:

Agency reserves the right to alter, edit, or omit Seller(s) Listing Content to insure compliance of local, state, and federal law, MREIS rules, and that language is appropriate.

Indemnification:

Seller(s) agree to hold Agency, its affiliates or agents harmless from all injuries, claims, or suits suffered regarding earnest monies, real estate commission disputes, failure to disclose relevant and accurate property information, failure to disclose property material defects, and Seller(s) negligence arising out of the sale or negotiation of the sale of the listed property. Agency will be entitled to recover reasonable attorney fees, costs, and expenses from Seller(s).

Disputes:

In the event of a dispute regarding the terms of this agreement, Agency and Seller(s) agree to mediation prior to a lawsuit. Both parties will equally share the cost of mediation.

Termination:

The Seller(s) may terminate this agreement at any point during the listing period without refund. Agency may terminate this Agreement if this property is listed by another Agency without prior notice of cancellation in writing or if the Seller(s) fail to execute the terms of this Agreement, without refund.

Seller(s) Initials: _____/_____

_____ Discount Realty, LLC

Royce Watson, Broker/Member

Seller(s): _____
(Signature) (Name Printed) Date

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