

## EXCLUSIVE AGENCY LISTING AGREEMENT – MLS LISTING ONLY

AGENCY: Discount Realty, LLC

DATE: \_\_\_\_\_

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

In consideration of Agency's agreement to list Seller(s) property, situated in the municipality of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine, at said County Registry of Deeds in Book(s) \_\_\_\_\_, Page(s) \_\_\_\_\_, the undersigned Seller(s), hereby gives Agency the exclusive agency to list said property on the Maine Multiple Listing Service at the price of \$ \_\_\_\_\_, and on the terms herein stated, or at any other price or terms to which the Seller(s) may authorize or consent thereto.

Seller(s) agrees to pay a Buyer Broker a commission of \_\_\_\_\_% upon sale (1% minimum). Agency is not responsible for any buyer broker compensation and is not responsible to either collect or pay a broker commission that may be owed to a buyer broker by Seller(s). Seller(s) agrees to hold Agency harmless from any suit or claim regarding real estate commissions.

The Agency will receive a Listing FEE of (check one) \$299.00 (6 month listing), \$499.00 for a (Until Sold) prior to listing the Seller's property, or \$999.00 (Assisted Brokerage) \$299.00 upfront, \$700 due at closing. This contract will expire either (6) months or until removed from MLS by Owner under the Until Sold option from the date of this contract agreement, depending on the Listing Term selected above. There will be a fee of \$200.00 for each additional MLS property type category. Contract is not valid until payment verification has been made.

### **Seller acknowledges and agrees:**

- A continuing duty between the signing date of this listing agreement and the final closing to disclose to Agency property information, adverse or otherwise and understands that all such information shall be disclosed to a Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to accurately disclose any information about the property.
- To convey property by valid deed.
- To authorize advertising of the property on the MLS and 3<sup>rd</sup> party sites.
- To authorize publication of the property in the MLS and use of information for marketing, appraisal, and statistical purposes.
- To authorize the Agency to use and make exterior and interior photographs.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller(s) of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.

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.

- That Agency has informed Seller(s) of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.

**Seller(s) Initials:** \_\_\_\_\_/\_\_\_\_\_

**SUBAGENCY:** This Agency's policy is NOT to cooperate or share compensation with other agencies acting as subagents of you, the Seller.

**BUYER'S AGENCY:** This Agency's policy is TO cooperate or share compensation with Buyer's Agents.

**TRANSACTION BROKERS:** This Agency's policy is NOT to cooperate or share compensation with other agencies acting as transaction brokers.

**VARIABLE COMMISSION:** This Agency's policy is TO compensate all other real estate brokerage agencies in the same manner.

Seller(s) agree to hold Agency harmless from any loss or damage that might result from authorizations provided in this Agreement.

Seller(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet.

Agency and Seller(s) each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or natural origin.

\_\_\_\_\_ Discount Realty, LLC  
Royce Watson, Broker/Member

Seller(s) Mailing Address: \_\_\_\_\_

Seller(s) Phone Number: \_\_\_\_\_ Seller(s) E-Mail: \_\_\_\_\_

Seller(s): \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

Seller(s): \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)