

**SODI REAL ESTATE LLC**  
**Limited Service (Flat Fee) Listing Agreement**

This Limited Service Listing Agreement is between \_\_\_\_\_ (Seller) and SoDi Real Estate LLC (Broker) and/or affiliates. This agreement is effective from \_\_\_\_\_ and ends at 11:59PM on \_\_\_\_\_ (6 months).

Seller gives Broker the exclusive right to sell the real estate & personal property and appoints Broker to market the property described below in MLS (Multiple Listing Service), Realtor.com, Zillow.com, Trulia.com and other marketing websites.

Seller certifies and represents that Seller is the legal title holder and entitled to convey the property, all improvements and any personal property. This property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law.

1. **PROPERTY ADDRESS:** \_\_\_\_\_  
**LEGAL DESCRIPTION:** \_\_\_\_\_  
\_\_\_\_\_

2. **PERSONAL PROPERTY, INCLUDING APPLIANCES:** \_\_\_\_\_  
\_\_\_\_\_

3. **LISTING PRICE and TERMS:** The property and all improvements are offered for sale at a listing price of \$ \_\_\_\_\_. Seller is solely responsible for pricing of property.

Seller will accept the following financing terms: \_\_\_\_\_.

4. **FEES & SERVICES PROVIDED BY BROKER:** Broker will perform the following services for Seller under this agreement for a flat rate of **\$395.00**. Seller agree this fee is nonrefundable and agree to pay this fee at time of entering into this agreement.

- a. Place property in the MLS with information provided by Seller. Instructions listed by Broker in the MLS will direct all inquiries to Seller.
- b. Broker will forward all buyer leads and buyer's agent information directly to Seller in the event an agent or buyer contact Broker about Seller's property.

c. Additional Fees (Optional you must notify Broker if you are interested in these services; an addendum must be signed by both parties prior to service.)

\_\_\_\_\_ \$150-\$300 -- up to 30 professional photos of your property depending on size of home.

\_\_\_\_\_ 1% commission or \$2000 (whichever is less) at closing – Broker will help Seller with reviewing contracts and closing procedure.

SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

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- 5. COMPENSATION TO PARTICIPATING BROKER:** Seller agrees to pay \_\_\_\_\_ % of the purchase price at closing to a licensed buyer's agent/broker who represents and introduces the property to a ready and willing and able buyer. Seller must pay the buyers agent/broker commission if, during the term of this agreement or the protection period, which is 60 days after this listing expires, Seller transfers the property to a buyer procured by a licensed participating agent/broker. Commission to buyer's agent/broker will only be paid upon closing of the sale of the property.

In the event Seller sells the property without a participating buyer's agent/broker, no buyers agent/broker commission is due.

- 6. BROKER AUTHORITY, OBLIGATIONS:** Seller authorizes Broker to advertise property as stated on this agreement. In the event Seller is unresponsive and Broker is unable to reach Seller in 7 days from Broker's initial contact about the status of the listing, Broker has the authority to place property status as "temporarily off the market" until Seller responds.

**7. SELLER OBLIGATIONS & RESPONSIBILITIES:**

- a. Seller agrees to make all legally required disclosures, including all facts that materially affect the property's value and are not readily observable or known by the Buyer. Seller certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following: \_\_\_\_\_  
Seller will immediately inform Broker of any material facts that arise after signing this agreement.
- b. Seller is responsible for providing Broker with all property information required by MLS to place property on the MLS including photos and videos of Seller's property. Broker solely depends on Seller's information provided to Broker. Seller is responsible for all inaccuracies in the information provided to Broker. Broker may obtain information through the property appraisals website but makes no warranty in the accuracies of such website. Once property list listed on the MLS, Seller has 48 hours to review and notify Broker if information is not accurate.
- c. Seller is responsible for placing a lock box on property if Seller does not wish to be present for Seller's scheduled showings. Broker does not provide lockboxes.
- d. Seller is the contact person listed on the MLS and is responsible for all showings, appointment settings and answering phone calls from potential buyers and/or buyer's agent/broker. Seller agrees to make the property available at all reasonable hours for showings to prospective buyers and their agents if any.
- e. Seller will provide Broker with the best contact phone number and email address to be listed on the MLS for interested buyer/buyer's agent to call and email. Seller agrees to try his or her best to respond to all calls from buyer and Buyer's Agent in a timely manner.
- f. If there is buyer's Broker involved in the sales transaction with Seller and a buyer's Broker commission is to be paid at closing, it is the Seller's sole responsibility to verify, confirm, and insure the correct amount is written on the sales contract as it is published on the MLS and agreed by Seller on this Listing Agreement.
- g. Seller may not advertise property for a lower price than what is listed on the MLS.

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- h. Seller agrees to report all listing status to Broker within 24 hours of change of status. (Pending contract, back up contract, property sold, taking back up offers, etc.)
- i. Seller shall send Broker all executed contracts, extensions, or addendum signed by Buyer and Seller within 1 day of it being executed (signed by both Seller and Buyer.) Seller shall send Broker the executed closing statement within 1 day after closing date.

**8. LISTING CHANGES & EXTENSIONS:** Seller can make 2 changes to MLS listing per month free of charge. (price change, photo change and/or public remarks). Any additional change will be charged a \$25 admin fee per request. Request of changes can be made by email to Broker. Seller must put the "status change" then "property address" as the subject line. Broker will make the changes in the MLS according to MLS rules. If Seller wish to extend the listing after the 6 months agreement, a listing fee of \$40 will be charged to extend per month.

**9. CANCELLATION:** This agreement can be cancelled by Seller anytime by providing a written notice to Broker provided there is no pending contract in place where a participating agent/broker procured the buyer for Seller.

**10. HOLD HARMLESS:** Seller waives any claim or cause of action it may have against Broker, its owners, agents and employees arising as a result of any act of omission. Seller agrees to indemnify Broker and hold Broker harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of 1) Seller's negligence, representations, misrepresentations, actions, or inactions; 2) use of lock box; 3) the existence of undisclosed material facts about the property; or 4) a court arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title.

**11. DISPUTE RESOLUTION:** This agreement will be construed under Florida law. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement will be settled by mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties in Broward County, Florida. Broker and Seller hereby knowingly and voluntarily waives any right to trial by a jury in any litigation.

**12. SELLER ACKNOWLEDGEMENT OF BROKER'S DUTIES:** This is a limited service listing agreement to market Seller's property and limits the duties and performance requirements of Broker as set forth herein. Broker has no brokerage relationship with Seller and is not representing Seller as a full service real estate agency. No other agreements expressed or implied shall be held to impose any greater relationship.

**13. MISCELLANEOUS:** This agreement is the entire agreement between Seller and Broker. No prior or present agreements or representation will be binding on Seller or Broker

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unless included in this agreement. Electronic signatures are acceptable and will be binding.

**14. SELLER CONTACT INFORMATION:** Your email address and phone numbers will be shared and listed on the MLS for buyer's agent to contact. Your phone numbers may be ported to online marketing websites for buyers to contact you directly. Please note that Realtor.com prohibits Realtors from posting Seller's contact information directly on their website because it is publicly available. All inquiries received from Realtor.com or any other sites where Seller's contact information cannot be listed will be forwarded directly to Seller by email.

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

**15. BROKER CONTACT INFORMATION:** Any notices, request, demand, consent, or other communication required to be given pursuant to this agreement will be in writing and emailed or certified mailed to:

Email: Info@sodire.com  
Mailing Address: 1615 SW 2<sup>nd</sup> Ave Fort Lauderdale FL 33315

**By signing below, Seller understands and agrees to all the terms and conditions of this Limited Service Listing Agreement.**

SELLER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

SELLER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

**SODI REAL ESTATE LLC**

BROKER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

Copy and return to Seller on \_\_\_\_\_ by email.

SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

BROKER/AGENT \_\_\_\_\_