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# CREEKVIEW REALTY

Dallas: 214-OWN-HOME (696-4663)  
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San Antonio: 210-444-1233  
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## RESIDENTIAL REAL ESTATE LISTING AGREEMENT for College Station MLS Exclusive Right to Sell - Limited Service

Seller(s): \_\_\_\_\_ Day Ph: \_\_\_\_\_  
Address: \_\_\_\_\_ Eve Ph: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Cell Ph: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

1) Seller appoints Creekview Realty (hereinafter referred to as "Broker") as sole and exclusive agent with exclusive right to sell property identified below and list in the Multiple Listing Service (MLS) and Realtor.com. Broker will authorize other Realtors to show the property to buyers they represent, forward all inquiries and offers to Seller, and give consent to Buyer's Agents to communicate with Seller. Seller will be responsible for all disclosures. Seller has the option to upgrade to a full-representation listing and Broker will provide additional services such as contract negotiations and document preparation for an additional fee.

2) Property Address \_\_\_\_\_  
City \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### 3) Broker's Fee

Broker's listing fee is paid for by the For-Sale-By-Owner organization through which Seller has ordered the MLS listing. This fee is considered earned by broker regardless of who ultimately procures a buyer for the property, and is payable upon execution of this agreement. In addition, Seller agrees to pay a 3% Buyer's Agent commission to any agent other than Broker who procures a Buyer who closes a transaction for the purchase of the property for the list price or any other price acceptable to Seller. Seller is aware that all commission rates are negotiable with listing agent prior to property being entered in MLS.

### 4) Access to Property and Seller contact information in MLS

Broker will supply an electronic memory keybox for the property as per rules of College Station MLS. Rental fee is \$150 for the term of the listing, plus a \$50 refundable deposit. Electronic Memory Keybox is the property of Broker, and Seller agrees to return keybox to Broker prior to closing.

#### Showing instructions:

- Show any time with prior notice - no appt required; "courtesy call" to inform Seller of showing.
- By confirmed appointment only with Seller.

#### Contact telephone number(s):

For agents to call for showings (maximum one): \_\_\_\_\_

For all agent questions, disclosures, offers, etc: \_\_\_\_\_

Special showing instructions \_\_\_\_\_

### 5) Listing Price

Seller instructs Broker to market the Property for the gross sales price of \$\_\_\_\_\_ (listing price). Seller may change the list price at any time by written instruction by fax or email to Broker.

### 6) Listing Term

This listing begins on \_\_\_\_\_ and ends at 11:59 pm, 6 months thereafter on the same number day of the month. If that number day does not exist (i.e. February 30), then listing ends the last day of that month. Seller may cancel this listing at any time upon written notice; however, all Broker's fees are non-refundable.

Initialed for Identification by \_\_\_\_\_ Broker/Associate and \_\_\_\_\_, \_\_\_\_\_ Seller Page 1 of 3

#### 7) Multiple Listing Service (MLS) Rules and Regulations

Broker is licensed by the State of Texas, and is a member of MLS, and subject to MLS rules, regulations, and information reporting requirements as well as subject to serious penalties for noncompliance. Seller agrees to assist Broker in complying with all such rules, regulations, and reporting requirements by:

- a) Notifying Broker within 24 hours, regardless of weekends, Sundays and Holidays, upon entering into a contract for sale the property, and upon closing the transaction. Notification by email is recommended to give Seller a record that Broker was notified.
- b) Entering Broker's name as Listing Agent on any contract and all applicable paperwork submitted to the title company or escrow agent, whether or not Broker is due a commission.
- c) Faxing Broker a complete copy of any contract entered into with a buyer within 24 hours, which includes the name and telephone number of the agent representing the buyer, the name and telephone number of the title company selected to handle the closing, the date the contract was entered into, and the anticipated closing date.
- d) Supplying Broker with a copy of the HUD-1 Settlement Statement from the title company within 24 hours after closing.

Seller hereby authorizes the title company handling the closing of the property to provide Listing Agent and/or Broker a complete copy of the HUD-1 Settlement Statement upon closing.

Seller agrees to pay all MLS penalties, fines, and any other costs that Broker may incur as a result of Seller's noncompliance with this paragraph, including but not limited to, a fine of \$50 per day that information is not reported within MLS deadlines, plus \$50 to \$100 per violation. Notwithstanding when any fine is actually imposed by MLS as a result of Seller's noncompliance, Seller agrees to pay Broker a minimum of \$50 per day beginning with the 3rd calendar day after a contract is entered into or closed, but not reported to Broker.

#### 8) Agency Relationship and Intermediary Status

Broker will exclusively represent Seller in the sale of the Property. However, Seller desires Broker to show the Property to interested prospective buyers that Broker represents. If a prospective buyer that Broker represents wishes to purchase the Property, Seller authorizes Broker to act as an intermediary with no appointments. Broker will not appoint specific associates to either Seller or the prospective buyer. Any associate(s) servicing the parties will act solely as Broker's intermediary representative(s). The associate(s) may facilitate the transaction for the parties but will not render opinions or advice during negotiations to either party.

NOTICE: If Broker acts as an intermediary under this paragraph, Broker and any of Broker's associates:

- may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- shall treat all parties to the transaction honestly; and
- shall comply with the Real Estate License Act

If Seller does not wish Broker to show the Property to prospective buyers that Broker represents, Seller shall notify broker as such in writing.

#### 9) Seller representations

- Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- Seller is not bound by a listing agreement with another broker for the sale, exchange or lease of the Property that is or will be in effect during this Listing;
- no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement
- there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;

- the Property is not subject to the jurisdiction of any court
- all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

In addition, Seller promises to:

- complete any disclosures or notices required by law or a contract to sell the Property;
- amend any applicable notices and disclosures if any material change occurs during this Listing
- not enter into a listing agreement with another broker for the sale, exchange or lease of the Property to become effective during this Listing.
- when not using a showing service, and receiving calls from agents to schedule showings, Seller agrees to make best effort to answer all calls directly. If calls cannot be answered directly, calls shall be answered by voicemail/answering device. Seller agrees to return all calls within 2 hours. Any outgoing messages on Seller's voicemail/answering device shall be professional.

10) Limitation of Liability

Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including any damage or loss associated with the use of a keybox.

Seller agrees to indemnify, defend, and hold Broker harmless from any damages, costs, attorneys' fees, and expenses that are caused by Seller's failure to disclose any material or relevant information about the Property, and by Seller giving incorrect information to Broker, other brokers, or prospective buyers.

11) Miscellaneous Provisions

Default: If Seller is in default of any section of this agreement, Broker may cancel this listing and Seller will not be entitled to a refund.

Marketing: In addition to MLS listing, Seller authorizes Broker to market property in any ways Broker deems appropriate, including but not limited to internet postings and placing a "for sale" sign on the property.

Mediation: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

Attorneys' Fees: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement

Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing

12) ADDENDA AND OTHER DOCUMENTS:

Addenda that are part of this Listing and other documents that Seller may need to provide are:

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Broker cannot give legal advice. Read this listing carefully. If you do not understand the effect of this Listing, consult an attorney before signing.

By: \_\_\_\_\_  
 John Prell, Broker Lic. #0493630

\_\_\_\_\_ Seller Signature \_\_\_\_\_ Date

Print Name \_\_\_\_\_

\_\_\_\_\_ Seller Signature \_\_\_\_\_ Date

Print Name \_\_\_\_\_