

John Prell, Broker Lic. #0493630  
3804 Matterhorn Drive  
Plano, TX 75075  
Web: www.creekviewrealty.com  
Email: listing@creekviewrealty.com

# CREEKVIEW REALTY

Fax: 972-881-9955

Dallas: 214-OWN-HOME (696-4663)  
Houston: 281-444-7071  
Austin: 512-444-8778  
San Antonio: 210-444-1233  
Toll Free: 800-219-9444

## RESIDENTIAL REAL ESTATE LISTING AGREEMENT 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

- Seller will place a combination keybox on the property. Keybox combination is \_\_\_\_\_
- Show any time – Agents to call CSS for keybox combination and to schedule showings.
- Seller does not want a keybox. Showings will be by confirmed appointment only with Seller.

Contact telephone number(s):

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

For CSS (Showing Service) to call to inform of showings: \_\_\_\_\_

For 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;

