

BROKERAGE ENGAGEMENT
EXCLUSIVE RIGHT TO SELL CONTRACT

For Listing Property With

FIRST MULTIPLE LISTING SERVICE, INC.
Atlanta, Georgia

FMLS# _____

LISTING BROKER

CO. NAME

BRANCH

In consideration of the undersigned Broker's agreement to act as a limited agent for and on behalf of the undersigned Seller or legal representative thereof (hereinafter "Seller") to use Broker's efforts to sell the property within the terms of this agreement, I, the undersigned Seller, do hereby authorize and grant to Broker the exclusive right and power from the _____ day of _____, _____, until 12 o'clock midnight the _____ day of _____, _____, to sell the property described below at a price of \$ _____ or any other price acceptable to Seller.

LEGAL DESCRIPTION OF THE PROPERTY:

All that tract or parcel of land lying and being in LAND LOT _____ of the _____ DISTRICT, _____ SECTION, _____ COUNTY, GEORGIA and being known as LOT _____, BLOCK _____ of the _____ SUBDIVISION, according to plat recorded in PLAT BOOK _____, PAGE _____, _____ COUNTY RECORDS, and being improved property known as _____ (Street), _____ (City), GEORGIA, _____ (Zip). The full legal description of said property is the same as is recorded with the Clerk of the Superior Court of the County in which the property is located and is made a part of this agreement by reference.

Broker is a member of First Multiple Listing Service, Inc. (hereinafter "FMLS"), and Broker shall file this listing with FMLS within 48 hours after Seller signs this agreement. Seller agrees that other members of FMLS may act in association with Broker in procuring or attempting to procure a buyer. Broker has no agency relationship with FMLS. Seller agrees to pay to Broker a sales commission of _____ % of the sales price, or \$ _____, at closing, in the event that during the term of this agreement: (1) Broker or any member of FMLS procures a person ready, willing and able to purchase the property at the price described above; or (2) Seller enters into an enforceable contract for the sale or exchange of the property with any buyer, without exclusion as to any buyer, whether by or through the efforts of Broker or any other person, including Seller. Seller acknowledges and agrees that Broker may cooperate with another broker or compensate another broker, and that any commission hereunder may be disbursed or allocated in the sole discretion of Broker and may be allocated to other brokers who may or may not represent other parties to the transaction. The commissions payable for the sale, lease or management of property are not set in any manner other than between Broker and Seller. Seller agrees to pay to Broker such commission pursuant to the terms of this agreement, if within 90 days after termination of this agreement, the property is sold, exchanged or conveyed to any person to whom the property had been submitted, presented or shown during the term of this agreement, the terms and conditions of which shall apply to such sale, exchange, or conveyance, unless the property is sold to such buyer during such 90-day period by or through another licensed real estate broker with whom Seller had made an exclusive listing contract. Seller agrees to refer all inquiries concerning the sale of the property to Broker during the term hereof.

Notwithstanding anything to the contrary contained herein, if a sales contract on the property is signed by Seller and a prospective buyer during the term of this agreement, and if such sales contract is not consummated for any reason whatsoever, then the original term of the listing set forth herein shall be automatically extended by the number of days the property was under contract to said prospective buyer (i.e. the number of days from the date the sales contract was signed until the date it finally is determined that it will not close).

Seller hereby indemnifies and holds FMLS and its employees harmless from, and covenants that Seller will not sue FMLS and/or its employees for, any and all claims, suits, or causes of action, whenever asserted, and/or any and all bodily and personal injuries and the consequences thereof, which result from any acts of persons who are not employees of FMLS, or which result from any negligent acts of persons who are employees of FMLS, whenever said acts occur during the period of this agreement or any extension hereof. Seller acknowledges and agrees that Broker shall not, under any circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Broker, excluding any commission amount paid to a cooperating real estate broker, if any.

Seller warrants that: Seller has title to the property described herein, and/or has full authority to enter into this agreement; that the information with respect to the property as set out in this agreement is true and correct and that Seller has fully revealed to Broker all pertinent information with respect to the property, including defects therein, if any, and that Broker is authorized to convey all such information to prospective buyers; and, Seller has received, completed, and delivered to Broker a Property Disclosure Statement.

Seller acknowledges that Broker intends to rely upon the accuracy of the information furnished by Seller and Seller agrees to hold Broker harmless from any cost, expense or damage incurred by Broker as a result of Seller's withholding any information from Broker or as a result of Seller's giving Broker any information which is incorrect. A Data Entry form is attached to and made a part of this agreement by reference.

Seller hereby grants permission for Broker to advertise the property for sale and display the listing over the Internet, and for the property to be photographed and for such photograph to be used in promoting the sale. Broker is also hereby authorized to place Broker's "For Sale" sign upon the property.

NOTICE: A lockbox may be used in connection with the marketing of the property. There have been isolated instances of reported burglaries of homes on which lockboxes have been placed and for which the lockbox has been alleged to have been used to access the home. In order to minimize the risk of misuse of the lockbox, FMLS recommends against the use of lockboxes on door handles that can be unscrewed from the outside or on other parts of the home from which the lockbox can be easily removed. When a lockbox is used in connection with the marketing of Seller's property, FMLS recommends that Seller place valuables such as checks, money, and jewelry in a secure place.

Owner's Initials

FMLS# _____

LISTING BROKER

CO NAME
BRANCH

NOTICE: The sales contract for the Seller's property may require that the Seller have obtained a termite inspection report for the property prior to execution of the sales contract.

Except as expressly disclosed to Seller, Broker's office brokerage relationship policy is to represent buyers; to represent sellers; and to represent buyers and sellers with disclosed dual and/or designated agency for intra-company sales.

Special Stipulations: _____

Seller understands and agrees that all the information and property characteristics in the FMLS information system will be provided to brokers and their agents who may or may not represent buyers and/or who are not agents or subagents of Seller. Seller further agrees that brokers and their agents who represent buyers may show the property without first notifying Seller or Broker that they represent a buyer and any information provided to such brokers or their agents may be given to prospective buyers. Seller hereby waives any claims against FMLS and its employees arising out of disclosure of such information to other parties and hereby covenants that Seller will not sue FMLS or its employees for any and all claims, suits, or causes of action, whenever asserted, arising out of such disclosure.

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN BEFORE SIGNING, (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY AND (3) SELLER VOLUNTARILY AND EXPRESSLY CONSENTS AND AGREES THAT BROKER MAY SERVE AS A DUAL AND/OR DESIGNATED AGENT AS DESCRIBED BELOW.

Prior to entering into this agreement with you, Georgia law requires that Broker make certain disclosures to you, as follows:

- (1) Advise you of the types of brokerage relationships available through Broker and Broker's office brokerage relationship policy: These are set forth below and in the paragraph immediately preceding the Special Stipulations section.
- (2) Advise you of any other brokerage relationships held by Broker which would conflict with any interests of yours actually known to Broker. Broker and Broker's affiliated licensees represent other sellers and buyers regarding sales of property which may be in direct competition with the sale of your property.
- (3) Advise you as to Broker's compensation and whether Broker will share such compensation with other brokers who may represent other parties to the transaction.
- (4) Advise you of Broker's obligations to keep information confidential under the law.

By signing this agreement, you acknowledge that Broker has made all of the above disclosures verbally or in writing and has advised you of all of the foregoing prior to your entering into this agreement.

BROKER AS LIMITED AGENT; BROKER MAY MAKE CERTAIN DISCLOSURES TO BUYERS.

When you sign this agreement, the Broker's (and the Broker's affiliated licensees') relationship with you will be as a limited agent and, as provided below, a dual agent. "Limited agent" means that the Broker will, acting under the authority of this agreement, solicit offers to purchase, sell, lease, or exchange the property subject to this agreement without being subject to your control, except as to the result of the work. Broker, as a limited agent, shall not be deemed to have a fiduciary relationship with you or any party or fiduciary obligations to you or any party, except as provided by law.

BROKER WILL MAKE DISCLOSURES TO PROSPECTIVE BUYERS ABOUT YOUR PROPERTY IN RELIANCE ON INFORMATION YOU PROVIDE AND BASED ON BROKER'S ACTUAL KNOWLEDGE AND YOUR OBLIGATIONS TO DISCLOSE MATERIAL ADVERSE FACTS ABOUT THE PROPERTY ARE NOT CHANGED BY THIS AGREEMENT. Broker shall treat all prospective buyers honestly and shall not knowingly give them false information. Broker shall timely disclose to prospective buyers (with whom Broker is working) all material adverse facts pertaining to the physical condition of the property including but not limited to material defects in the property, environmental contamination, and facts required by statute or regulation to be disclosed which are actually known by Broker which could not be discovered by a reasonably diligent inspection of the property by the buyer.

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Broker shall not be liable to a buyer for providing false information to the buyer if the false information was provided to Broker by you and Broker did not have actual knowledge that the information was false. Nothing in this paragraph shall limit any of your obligations under any applicable law to disclose to prospective buyers all material adverse facts actually known by you pertaining to the physical condition of the property nor shall it limit the obligation of prospective buyers to inspect the physical condition of the property. Georgia law provides that no cause of action shall arise on behalf of any person against Broker for revealing information in compliance with this paragraph.

BROKER MAY PROVIDE ASSISTANCE TO PROSPECTIVE BUYERS WITHOUT VIOLATING ANY DUTIES TO YOU. Under Georgia law, Broker may provide assistance to the buyer by performing such ministerial acts as preparing offers and conveying them to you; locating lenders, inspectors, attorneys, insurance agents, surveyors, schools, shopping facilities, places of worship, and all such other like or similar services; and performing such ministerial acts shall not be construed in such a manner as to violate this agreement Broker has with you nor shall performing such ministerial acts for the buyer be construed in such a manner as to form a brokerage engagement with the buyer.

BROKER MAY SHOW ALTERNATIVE PROPERTIES TO BUYERS AND PROVIDE INFORMATION. Under Georgia law, Broker does not breach any duty or obligation to you by showing alternative properties to prospective buyers; Broker may also provide information on other properties which may be in competition with your property.

YOU ARE ADVISED TO OBTAIN EXPERT ADVICE FOR MATTERS BEYOND THE SCOPE OF BROKER'S EXPERTISE. As to any matters not covered by Broker's duties in this agreement, Broker is not an expert and you are encouraged and advised to seek expert advice and to retain appropriate experts such as environmental engineers, termite inspectors, engineers, surveyors, plumbers, contractors, property inspectors, lawyers, accountants and the like, as appropriate.

DUAL AGENCY IS PERMITTED BY GEORGIA LAW IF BOTH BUYER AND SELLER CONSENT IN WRITING.

When you sign this agreement, you have expressly consented to Broker serving as a dual agent. This is permitted by Georgia law if both client parties consent and the Broker is not acting in a designated Agency capacity. The following disclosures are made so that you will have full disclosure in choosing whether or not to give your consent and enter into this agreement. You do not have to consent to dual agency.

In serving as a dual agent, Broker is representing two parties as clients whose interests are or at times could be different or even adverse. As a dual agent, Brokers will disclose to both parties all adverse material facts relevant to the transaction actually known to the dual agent except for information made confidential by request or instructions from either client and which is not required to be disclosed by law. Seller hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the Buyer any information that would materially and adversely affect the Seller's negotiating position.

If Broker or Broker's affiliated licensees have a material relationship with the other client other than that incidental to the transactions, a disclosure of the nature of such a relationship must be provided to you. A material relationship means any actually known personal, familial, or business relationship between Broker or Broker's affiliated licensees and a client which would impair the ability of Broker or the affiliated licensees to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time you enter into this agreement. If that party is not identified at such time, and when such party is identified, it is a party with whom either Broker or Broker's affiliated licensees has a material relationship, Broker shall provide to you a disclosure of the nature of such relationship.

In witness whereof, the parties have this ____ day of _____, 20 __, duly executed and sealed this agreement.

Company Name
By: _____
Broker or Broker's Authorized Agent

Print/Type Name _____
Phone # _____
Fax # _____

(SEAL) Seller or Seller's Authorized Agent

Print/Type Name _____
Phone # _____
Fax # _____

Seller hereby acknowledges receipt of a copy of this agreement.

NOTE: This form is to be used solely for the purpose of listing property in FMLS.

FMLS _____ MLS _____

Address _____ EXP DATE _____

ADDENDUM TO BROKERAGE ENGAGEMENT

This Agreement entered into this the _____ day of _____ by and between _____ Seller's and RSDSP Inc dba Duffy Realty Listing Broker. In the event of conflict between Brokerage Engagement and Addendum to Brokerage Engagement this Addendum shall control.

The listing fee due Listing Broker is 10% CHARGE 1% CGFLSYT COLMCI YRP 1% GC FGTMCO 1% SLFa
Sh addition a cpm of the wontr w s les brive is due 1% wosinga S ho Ke is le se burwh sed a cpm Dill Web id 1%
the ti Ke of wontr wa 1% YLLFGP RMBF RYUFV TC YAC 1% CGSE SORLRVVFOV P ROVI P LY
REGFFP FOT TC 1% GC 1% F TART TAF 1% GC 1% FGTMARYBFFO LSYTFV 1% STA V 1% I I MGFRLTM
BFI CGF 1% V 1% I I MGFRLTMHRO OCT 1% SOV TAF 1% R FG 1% CGU CO 1% SLFa

This agreement lasts until the home is sold or withdrawn from the market. Duffy Realty lists homes in _____ month increments. At the _____ month eG-iration of the FMLS and HMLS numbers above Duffy Realty repists the home at no charge to the Seller after the Seller fills out the repist a-erwork. Seller may leave and come back to Duffy at any time at no charge provided that Seller kee-s this a-erwork and can show it to Duffy u-on return.

Please use check boxes to acknowledge you understand our roles in this transaction. It is very important to me that we have told you everything and that we are both on the same page. Please also show this to your partner later so that they understand if they are not signing this as well. By the way this process is the same process that you will do with any other agent. It requires no more time. I have just spelled it out better. Rhonda Duffy

Duffy Realty's role in this transaction is to

- ☐ Market the home in the FMLS, MLS, and all the other websites that these MLSs feed to. Some sites we pay for you to be on. They change often so a list is not available here. However, these sites are posted on our website.
- ☐ W-grade ads on Realtor.com to be a showcase listing.
- ☐ Add listing to [Oomesbyowner.com](#) and other FSB websites that feed from this site.
- ☐ e-post photos on the FMLS, on the MLS, Realtor.com and Oomesbyowner.com. All other sites pick up these photos. However, we can't control any other site other than what is listed above. AYD these are tem-lated sites so we don't really control the language and segment on these sites either. With that being said we do E-ERz TOIYH we can to make sure that your story is told precisely and with the eG-ertise that you eG-ect.
- ☐ Give you access to our customer support website, TisandForms.com, which serves as your strategy and information website throughout your transaction.
- ☐ Answer buyer calls that are fielded to our office from websites, your sign and other marketing. e answer calls until 5 p.m. everyday.
- ☐ Support your contract negotiations, not including the inspection process, via our contract department. This is applicable to a buyer with an agent or without an agent. We write or give you contract support on every contract. Please don't do this without us. We negotiate contracts until 5 p.m. everyday.
- ☐ Provide you with a Su-ra electronic lockbox during the transaction. This is a rental only. There is no de-osit and there is no refund. Our lockbox will be picked up 3 days after you have closed, withdrawn or eG-ired. Lockbox reads are 1. 1-er read if you want to know who has shown your

–ro–erty recommend you put out a bowl to collect cards and keep a list of people who courtesy call you instead

- Provide you with a metal yard sign and directional sign. Additional signs are available for our cost.

Seller's Role in This Transaction

- Set the listing price. We may guide you to a number but we don't know what a buyer is willing to pay. Only the buyer knows this. You can change your price at anytime so it would be better to start high. Please list your home in big round numbers so you maximize the search engines on the internet.
- By signing this agreement you agreed that you will pay a buyer's agent K your initials of the sales price at closing. Either this commission or any other commission that you set in the future are negotiable based on what a buyer is willing to pay you. You must pay this commission no matter what price you are offered or accept to the buyer's agent. We will not add bonuses to our listings that have a date associated to the bonus. If you want more action offer a higher buyer's agent commission. If an already presented buyer or agent has ever taken them to your home and they did not mention that they have an agent buys your home you will not owe the Selling Broker's commission as stated in the FMLS and HMLS.
- Get the home ready for sale which may include Staging. If we tell you right now that your home looks good that does not mean that you should not continue to make changes that appeal to the broadest range of buyers. It is important to continue to connect with your home and do things as you go along in the process. But you could get lucky like others and sell your home before you do anything.
- We need you to check the listings to make sure that your information on the listing is correct and to your satisfaction. If for some reason your listings are not printed and given to you today they will be emailed to you and you will get them no later than 3 days. Please keep a look out for them. Duffy Realty nor FMLS or MLS will be held responsible for errors and by you signing this agreement you deem that so. Please email us with changes as you find them.
- Send email or fax correspondence for any changes on your listing. A/D get a confirmation that we got it back from us before you assume that we have received it. Call us if you don't get a response within the day or the next day if your email is sent after 5pm.
- Provide Duffy Realty with photos by email. We can not accept CDs or hard copy photos. We can help you with this. Use additional fees. We also recommend that you change your photos often as mentioned on Ti-sandForms.com. We do not start working on any ad until we receive all photos. Also please do not assume that we received all photos until you receive a confirmation email from us.
- Make your phone calls to our office brief and to the point by going to Ti-sandForms first to get answers.
- Download the necessary forms for your contract to take place and any other forms necessary for your transaction on www.Ti-sandForms.com
- Visit the Ti-sandForms website for strategy advice and ideas as well as checklists of what to do next during the process.
- Watch the websites that have MLS listings to make sure that your listings are still showing photos etc.
- Field calls about appointments and showings from agents as well as answer questions about your home.
- Show your home to buyers without an agent unless you hire us to do so. If you want us to show your home there are forms on the Ti-sandForms website.
- You may do any advertising that you think would work beyond this advertising.

- ☐ Let all workmen into your home
- ☐ Send any contract that is sent you by an agent to us immediately. This agent has broken the law at this point and we want to make sure that this does not effect your transaction. Ignorance is not bliss in the law. We are your agent in this transaction and we know what to do with a contract.
- ☐ Negotiate the inspection on your home during contracts unless you hire us to do so. We can help you with this. If you need it, we give general advice that should do the trick.
- ☐ Receive and send faxes when you receive a contract.
- ☐ Read the contract carefully when negotiating. You are responsible for the outcome. We will never force you to sell your home to anyone. We are there to guide and support you.
- ☐ You may need to get the original contracts to us for signature. We do not pay for any FedEx or express mail services.
- ☐ Keep close contact with the closing attorney to make sure that you are good to go for closing. There is an easy checklist on TimesandForms for you to use during this process.
- ☐ Attend closing. We can help you. If you need us to but frankly we are never needed once we get you set up and talk to the closing attorneys ourselves which we will be doing on your behalf. At the closing you will need to help us get our closing fee of \$1000 of the sales price. Please remind the attorney of this and they will mail it to us.

Disclaimer

- ☐ The agent that you are doing this paperwork with is not your listing agent. They will not be calling you or seeing you again.
- ☐ Yes you will be getting advice from our customer support department and mainly our customer support website. However, due to the reduced fee that we charge our clients, we are not able to discuss your personal and financial situation at length unless it is totally relevant to the advice you are seeking. We limit the amount of calls wherein we give strategy advice to a total of 1 hour over the course of your time on the market. You may purchase more time at \$100 per hour if you can not find the information on our very extensive customer support website. And we will send you strategy reports and comparables at no charge throughout your listing.
- ☐ It will take your listings up to 1 week to go up on all sites after it is put in the FMLS and MLS.
- ☐ There is no telling how long it will take for the first agent and/or buyer to come to your home after you are listed.
- ☐ Also and most importantly we will not call you unless you call us.
- ☐ We send constant reminder emails and keep you up to date with what is going on by email. Please accept the opt-in email when you receive it a few days after you list.
- ☐ Our buyer department is going to give the buyer your name and number. We don't keep this information on file as we feel that if a buyer is interested in your home after we give them your name and number they will call you.
- ☐ There is a chance that our buyer team will not show your property. Most of Duffy's homes are sold by another agent and another company due to the sheer numbers of homes on the market at any given time.
- ☐ Our name and phone numbers are on the listing so agents can and will call you when they need something. Our showing instructions are there as well.
- ☐ We do not take any responsibility for closing delays or terminations. These things are way out of our control and usually have to do with your buyer's loan, your buyer's desires or your title.
- ☐ We are also not responsible for any damage to your property as we do not have a key to your property or the control of when you show your property or who you allow to see your property.
- ☐ Many cities and counties have fines associated with directional signs. Should we get the fine, you will be charged the fine. So please check with the county before you place your sign.

- ❑ Duffy Realty may use Seller's sold information to advertise Duffy services in the future
- ❑ Changes to the real estate commission in the FMLS and HMLS take up to 7 N business hours. If Seller is responsible for the commission that is stated in the FMLS and HMLS at the time that the offer is made
- ❑ Duffy Realty reserves the right to mail out post cards at their discretion and use the likeness and the address of the homes we list for marketing purposes
- ❑ Duffy Realty will show all buyers who inquire about the listing to sell them the home and will collect the buyer agent commission

Here are the Additional fees beyond our agreement. We do our best to make these minimal fees as low as possible.

- ❑ Virtual tour includes a professional photographer that will come to your home within 7 N business hours and take up to 1.5 pictures. They take photos of your amenities too which is important. The price is \$1,000 for homes priced at \$1,000 and under and \$1,500 for homes priced at \$1,000 and higher. You can print a flyer from here as well and we use these photos to post everything else. To allow us to use the photos from the virtual tour you will need to email us the name of the photos that you want us to use. In a side note you get a secondary gain on Realtor.com when you have a virtual tour because it shows your home first in the price range when someone clicks photos first as their search criteria
- ❑ Staging your home with our on staff stager includes an e consult and then 7 hours of hands on staging. \$1,000 for occupied homes and \$1,500 for vacant homes. Vacant homes require furniture rental. This is powerful for this price. Staging is necessary in almost every home if you are a serious seller
- ❑ You may rent or lease purchase your home at the same time as having it for sale. The fee to add your home to the FMLS and MLS rental section is \$1,000. You need to offer the renter's agent \$1,000 to bring you the renter. You are responsible for the transaction of rental solely
- ❑ To withdraw your home from the MLS and FMLS there is a \$1,000 withdraw fee. There is a \$1,000 admin fee. There is a \$1,000 charge per system for an eG-edited service per MLS. There is no charge to transfer your listing to another agent who is a member of both MLSs but if they are not a member of both services please note that you will have to withdraw the service with the applicable fee
- ❑ Because we get penalized for not making the MLSs correct we pass the fine of \$1,000 per day to you if we are not notified of a pending sale or the fact that you are not willing to show or sell
- ❑ A new rule of the MLSs is that at least 1 photo must be received and loaded within 10 days of listing to avoid the MLS fine of \$1,000 for the first day \$1,000 for each additional day only. Land Lots Develo-ed Lots are eGem-t

Other fees_

- ◆ \$1,000 Picture update fees which we recommend you change your photos every 10 or 12 weeks
- ◆ \$1,000 Bad check fee
- ◆ \$1,000 For new sign you pick up \$1,000 for a directional sign
- ◆ \$1,000 Runner fee each time the runner must come out to your property after the listing agreement. We must charge this fee no matter what the issue is unless the lockboG is not working properly. Then of course we will eat the fee and replace the lockboG
- ◆ \$1,000 If lockboG is lost or damaged
- ◆ \$1,000 fee for each lockboG read
- ◆ \$1,000 To put listing in se-arate section of FMLS and HMLS for 10 months. At the time of relist to put in the se-arate section of FMLS and HMLS again \$1,000 will be due for the 10 month listing

Any fines associated with having a duplicate listing will be the responsibility of the seller. This includes the rental section which is N. If choosing this option seller lease initial ____

- ♦ Repist fee to obtain new numbers if listing has not eGired
- ♦ N. charges to negotiate ins-ection items with agent or discuss o-tions with Seller
- ♦ N. Per hour for Personal consultation about your contract at our office
- ♦ N. For Lease Purchase and/or Lease -tion negotiation and document re-eration
- ♦ market -rice for long distance phone calls and faxes
- ♦ Due at start of negotiations for Short Sales
- ♦ ' K Fee of sales -rice if Seller withdraws the home from Duffy Realty and in turn sells the home within 90 days to a buyer that saw the -ro-erty while listed with Duffy Realty. Seller is res-onsible for all court fees and attorney fees incurred by Duffy Realty. This is not a—licable if you repist with another Member om—any of the FMLS or HMLS

☐ Bonus Right to Seller. If buyer does not have an agent at the time of the offer the seller will not be required to pay the buyer's agent commission noted in the MLS and FMLS. To find a buyer without an agent seller may choose to advertise in the news-a-er or online classifieds do o-en houses network to neighbors and coworkers and any other activity that seller can think of. Duffy Realty will handle all -a-erwork to get the buyer under contract and to closing.

Seller hereby agrees to hold Listing Broker and its officers em-loyees and agents harmless from and not sue them for any damages costs eG-enses claims actions causes of action or judgments collectively the claims incurred suffered by or claimed against Listing Broker as a result directly or indirectly of a any -ersonal injury death or -ro-erty damage or for any other claims that may be occasioned by any act or omission of Listing Broker its officers em-loyees or agents occurring in on or about the listed -remises not caused by the gross negligence or intentional actions of Listing Broker its em-loyees or agents and b any claims against Seller or Listing Broker made by third -ersons not em-loyees or agents of Listing Broker based on events not caused by the gross negligence or intentional actions of Listing Broker.

☐ Duffy Realty has a no refund -olicy.

☐ The FMLS EGclusive Agreement -ertains to HMLS as well.

Seller acknowledges that he has read agrees to and understands this agreement. By signing this agreement Seller agrees to -erform all of their res-onsibilities.

Seller Signature LLLLLLLLLLLLLLLLLL

Printed Names LLLLLLLLLLLLLLLLLL Address if different from Cisted

z ell LLLLLLLLLLLLLLLLLL LLLLLLLLLLLLLLLLLL

Phone LLLLLLLLLLLLLLLLLL LLLLLLLLLLLLLLLLLL

Work LLLLLLLLLLLLLLLLLL LLLLLLLLLLLLLLLLLL

Phone LLLLLLLLLLLLLLLLLL

..ax LLLLLLLLLLLLLLLLLL Authori ed Agent of Rhonda Duffy

Email LLLLLLLLLLLLLLLLLL LLLLLLLLLLLLLLLLLL

Total charged the j due at closing

z our credit card will be charged the above amount or any other fees as stated in this agreement should be not be able to reach you about the fees or fines. z our signature below constitutes -ermission.

Paid by eG- cvv

Auth ref cc sig