

The Realty Dot, Inc.
(Form 1)-Exclusive Agency Listing Agreement-

Date of Agreement: _____

I / We _____ (Owners)

In consideration of your agreement to file and to use your efforts to secure a purchaser for the property

Described as _____ (Property Address)

And your further agreement to file it with other real estate agents, real estate brokers and Realtor.com and in further consideration of you paying applicable fee to the appropriate Multiple Listing Service in order to file said property with its members. I hereby give you for a period of (place check mark) _____three (3) months or _____six (6) months or _____twelve (12) months from the date of execution, the Exclusive Agency to list the property at the following price and terms, or any other agreed upon price.

Price: _____ Terms: Buyer may pay cash or obtain mortgage financing pursuant to the terms of a contract for sale and purchase. Interest on encumbrances, taxes, insurance and rents shall be adjusted prorated at date of closing. Improvement liens are to be paid by the seller. Cancellation Policy: This contract may be cancelled for any reason at no expense to the seller in the following manner: Email to: Changes@MLSyourway.com or Written notice to fax: 1(708) 777-6060 or Mail to: The Realty Dot, Inc., PO Box 698, WPB, FL 33402. *If a Purchase/Rental contract is secured during the listing term of this agreement, Seller/Lessor must comply with agreed terms stated below.

In case a purchaser for the property is secured, the usual and customary practice for title examination, curing title and closing the transaction shall apply. I agree to deliver to the purchaser a good and sufficient general warranty deed, free and clear of all liens and encumbrances of record and those which the purchaser shall assume as part of the purchase price and which are especially detailed above.

In consideration of the exclusive listing agreement, The Realty Dot, Inc. agrees:

- To process the Seller's property through the Realtor® MLS (Multiple Listing Service), MLSyourway.com and Realtor.com.
- To secure specific information regarding property in conjunction with the Seller.
- To forward all leads from MLS, Internet (Realtor.com, etc.) and all other sources to the Seller.
- To assist with delivery of or present or forward to the client all offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease as instructed by Seller.
- To assist the client in developing, communicating, negotiating, and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
- To answer the client's questions relating to the offers, counteroffers, notices and contingencies.
- To perform the terms of the written agreement made with the client.
- To exercise reasonable skill and care for the client.
- To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including; (i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease the property while the property is subject to a lease or letter of intent to lease; (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent to lease; (iii) Disclosing in writing to the client all adverse material facts actually known by the licensee; and (iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.
- To account in a timely manner for all money and property received.
- To comply with all requirements of sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

In consideration of the above, the Seller agrees:

- I/We agree to pay a fee of (place check mark) _____\$199.00(3 month listing) or _____\$299.00(6 month listing) or _____\$399.00(12 month listing) to The Realty Dot, Inc. by credit card, check or money order for placing my property on the Realtor® MLS (Multiple Listing Service), MLSyourway.com and Realtor.com.
- That no commission is due if Seller procures a Buyer and sells the property without utilizing the services of a licensed real estate agent or broker.
- To pay a (place check mark) _____ 1% or _____ 2% or _____ 2.5% or _____ 3%, or (state other percentage/compensation) _____, or any commission I/We state in the MLS, to any licensed real estate broker or broker's agent who procures a Buyer. The percentage commission shall be based on the selling price and due and payable at closing.
- To cooperate with all licensed real estate agents in all matters for the purpose of showing said property and all negotiations on all presented offers.
- I/We instruct The Realty Dot, Inc to forward all offers to Us/Me the Seller. I/We will be directly responsible for negotiating all offers and counteroffers for the purchase or lease of my property.
- To not solicit a licensed real estate agent's buyer who has previously viewed the property.
- To "register" or "record" all buyers of licensed real estate agents that procure a showing of property.
- To only advertise property at the same agreed upon price as listed with The Realty Dot, Inc.
- To ensure a timely reporting of the sale of the property required by the MLS, the Seller agrees to forward a copy of the real estate sales contract or contract pending form within 24 hours after the contract is signed by both Buyer and Seller.
- That if legal recourse arises out of Seller's non-performance under this Contract, The Realty Dot, Inc. will be entitled to recover all fees including, but not limited to, reasonable attorney's fees and costs.

Disclaimer: As our representation of the seller of the property referenced above is limited, The Realty Dot, Inc. does not prohibit the seller from seeking assistance from any other real estate broker or real estate attorney. We do not guarantee the sale of your home. Furthermore, the seller agrees that the responsibility for the care and custody of said property shall not be that of The Realty Dot, Inc. and any liability for damages which may occur to said property, including, but not limited to, authorizing access to said property by the use of a key box or any mode of access, will be incumbent upon the seller. All person(s) and/or entities signing this agreement as "Seller" must have an ownership interest in the property. If the individual signing this agreement is acting in a representative capacity, such individual certifies that he/she is legally authorized to enter into this agreement.

I/We authorize The Realty Dot, Inc. to list the above stated property in accordance with the terms and conditions set forth in this agreement;

Seller _____ **Date** _____

Seller _____ **Date** _____

Date Accepted By The Realty Dot, Inc. _____ **Broker** _____

***Please sign, date and fax to: 1(708) 777-6060 or mail to: The Realty Dot, Inc., P.O. Box 698, WPB, FL 33402**