

Disclosures, Disclaimers, and Listing Agreement Terms for Flat-Fee MLS Listing

DISCLOSURES, DISCLAIMERS

"NO BROKERAGE RELATIONSHIP NOTICE" - FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER (Landlords and Tenants). DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS (Landlords and Tenants). As a Real Estate Licensee who has no brokerage relationship with you (The Customer), SIMPLE REAL ESTATE GROUP, INC (The Broker) and its Associates owe The Customer the following duties: (1) Dealing honestly and fairly. (2) Disclosing all known facts that materially affect the value of the residential real property which are not readily observable to the Buyer. (3) Accounting for all funds entrusted to the licensee.

LISTING AGREEMENT TERMS

(After submitting the property information, you will receive a copy of this Agreement via email to the email address you provided)

- simple Real Estate Group (The Broker) will act as the Listing Company (Listing Agent) for this property listing in a Non-Brokerage, Non-Representation capacity. The Customer has the legal obligation to disclose to buyers (tenants) all known facts that materially affect the value of the residential real Property, which are not readily observable to the Buyer. The Customer and The Broker acknowledge that The Broker does not know any facts about the Property. The Broker has not visited or inspected the Property in any way. Any compliances with these or other required disclosures will solely be the customers' responsibility.

The Broker does not have a trust or escrow account and does not hold funds of any kind.

The listing agreement is known as a "Limited-Service Listing," "Entry Only Listing," "Flat Fee Listing," "No Service Listing," "Non-Brokerage Listing," or "Non-Representative Listing," under which The Broker WILL NOT have the responsibility to:

- (a) Arrange appointments for Buyers' Agents (also referred to as Cooperating Brokers, Cooperating Agent or Selling Agents), to show listed Property to potential purchasers but instead give Buyers' Agents authority to make such appointments directly with The Customer.
- (b) Accept and present any offers submitted by Buyers' Agents to the Customer. Instead, the Broker will provide all parties to the offer/transaction access to submit offers through a transaction management portal where all parties can view, review, and download offers. The customer/seller will have access to the transaction management platform and is responsible for managing their transaction from listing to closing.
- (c) Advise the Customer on the merits of purchase offers.
- (d) Assist the Customer in developing, communicating, or presenting counteroffers.
- (e) Participate on the Customer's behalf in negotiations leading to the sale of the listed Property.
- (f) Assist The Customer in determining the asking price for the Property.

(g) Assist seller and Buyer or Buyer's agent in negotiating terms of any offer.

(h) Give advice specific to the transaction.

(i) Find or obtain a Buyer (or Tenant) for the Customer

(j) Advise The Customer as to how much commission to offer to a Buyer's agent - this is at the sole discretion of The Seller (commission offered cannot be "cero" (0) as per MLS Rules).

Real Estate transactions are complex, and the Broker **STRONGLY RECOMMENDS** that The Customer hires a Real Estate Attorney for ALL Real Estate transactions, even if a Real Estate Licensee or Realtor is involved. Additionally, The Broker **STRONGLY RECOMMENDS** that The Customer hires or seeks the advice of a Tax Professional.

The Customer warrants that: (1) The Customer is the owner of the Property or authorized by the owner in writing to execute this listing agreement and to list the Property in The MLS on his(her) behalf; (2) no other persons or entities have title to the Property; and (3) Customer has the authority to both execute this Agreement and to Sell (or lease) the Property. The Broker may ask, at any time, for evidence of ownership or written authorization and may cancel the listing agreement if requested documentation is not provided within 24 hours of the request. If canceled under this paragraph, no refund will be provided, and a listing agreement has already been prepared and emailed.

The Customer certifies and warrants that there is no current active or valid Listing Agreement with another Broker for the Property they are listing with the Broker.

The Customer has received a "Disclosure Regarding Real Estate Agency Relationships" (above) statement before entering into this Agreement.

EQUAL HOUSING OPPORTUNITY: The Property is offered by The Customer in compliance with federal, state, and local anti-discrimination laws. The Customer is solely responsible and will comply with all applicable laws and regulations regarding Equal Housing Opportunity.

The Customer gives The Broker the Exclusive Right to List the property (Exclusive Agency as defined by the MLS Rules and Regulations as: "This Agreement grants The Broker the exclusive right to offer the Property for sale (or lease) and to offer to compensate other cooperating brokers. The Property's seller (or landlord) retains the right to sell the Property without obligation of commission if sold by themselves and without any licensed agents involved"). The Customer authorizes The Broker to file the property information with the MLS for publication and dissemination (propagation or syndication) to third parties authorized by the MLS. The MLS provides listing data to multiple Real Estate sites, and the MLS syndication will determine the publication of The Customer's Property to third parties. The Broker's services will be limited as determined by the MLS service and syndication.

The listing agreement will start when The Customer signs the listing agreement or on the date chosen by the Customer while submitting the property information. To activate a listing in the future, the Customer must sign an MLS exclusion form. The maximum number of days a customer can activate a listing in the future is 21 days. All listing agreements expire precisely 12 months after the listing agreement is signed. The listing terms will also end once the seller/customer closes the real estate transaction.

The Customer has the right to cancel the Agreement with no penalties or additional fees at any time. If The Customer cancels the listing after we have prepared and emailed the listing agreement for the Customer's electronic signature, no refund will be due. The Customer can make changes (within MLS Rules) at any time with no additional fee.

The Customer will pay the Broker a ONE TIME FLAT FEE amount of \$89.00 at closing. This amount is due upon successfully closing the sale of the property. The Customer is obligated to pay a commission ONLY if a Licensed Real Estate Agent secures a ready, willing, and able buyer (or Tenant). The amount of such compensation has been established freely by the Customer (amount described above). Therefore, the Customer will owe NO commission to The Broker other than the above-mentioned Flat Fee of \$89. Furthermore, if The Customer sells or rents the Property without the intervention of a Real Estate Agent, The Customer will owe NO commission and will only be charged the \$89.00 flat fee at closing.

The Broker reserves the right to charge a small cooperation fee to The Buyer's agent at closing. Likewise, the MLS will disclose this fee in the same manner. The total commission offered by The Seller is not altered in any way by this fee. The fee is an agreement only between The Broker and the Buyer's Agent. The Cooperation fee charged to the Buyer's agent: For sales, a \$455.00 cooperation fee will be deducted from the Buyer's agent commission at closing. A \$95.00 cooperation fee for rentals will be deducted from the tenant agent's commission at lease commencement and deducted from the first month's rent. If the Tenant did not come through a Licensed Real Estate Agent (Tenant's agent): No Fee. Just the flat fee of \$89.00 due on lease commencement and deducted from the first month's rent.

If at any time the Customer repeatedly ceases to respond to inquiries or Broker's attempts to contact for more than 72 hours. In that case, the listing will be considered abandoned, and the Broker has the right to cancel the listing and the Seller must pay the \$59.00 cancellation fee. No refund will be issued in this case.

The Broker reserves the right to unilaterally cancel the listing if any of the following occur:

- Misleading or false information has been provided.
- If the listing party has impersonated the actual owner without authorization
- If there is any legal matter that hinders the free sale or rent of the Property
- Or any factor that, to The Broker's sole discretion, presents a legal or regulatory risk for The Broker.
- In any of the cases above, no refund will be issued

The Customer has provided the listing price without the assistance of the Broker. The Broker has informed the importance of pricing a property right. The Customer holds the Broker harmless for any issues that may arise due to the Customer overpricing or underpricing a property. The Broker does offer a broker pricing opinion for a fee.

The Customer offers a co-brokerage compensation (commission offered to Buyer's or Tenant's agent) and will pay such amount to Buyer's agent at closing (or to Tenant's agent at lease inception - or move-in). In addition, the Customer holds harmless and indemnifies The Broker from all potential liability and legal actions (including complaints to the Association of Realtors or the MLS) against The Broker that arises from the Customer's non-payment of offered commission. Finally, any fees or fines incurred due to the Customer not paying the offered commission will be charged to the Customer.

IMPORTANT: This is required by law: The Customer understands that it is his (her) legal duty and responsibility to provide all legally required disclosures and disclose all known facts that materially affect the value of the real Property not readily observable by the Buyer. The Customer holds harmless and indemnifies The Broker from all potential liability and legal actions (including complaints to the Association of Realtors) against The Broker that arises from the Customer's violation(s) of disclosure laws and for the non-disclosure as required. Such disputes will be settled as provided by the law. The Customer and The Broker acknowledge that The Broker has NO knowledge of any facts pertaining to the Property regarding the required disclosure. If any issue arises because the Customer did not provide a required disclosure, the Customer will be charged for any fees or fines incurred by the Broker.

The Customer is responsible for complying with all applicable Laws, Ordinances, Statutes, and Regulations (by any regulatory agency, including but not limited to Federal, State, County, Municipal, Homeowner Association, Condominium Association, Corporative, Property Owner Association). The customer release and holds harmless and indemnifies The Broker for non-compliances under this paragraph and understands that any fees or fines incurred by the Broker will be charged to the Customer.

VERY IMPORTANT REGARDING UPDATES TO THE MLS LISTING: The MLS System requires (by its rules and regulations) that the listing information be kept up to date. The Customer agrees to inform The Broker of ALL changes to the status and availability of the Property and will provide updates. If the MLS system issues a notice of violation, it will be communicated to the Customer for a solution within 24 hours. If no resolution is provided, Broker reserves the right to cancel the listing as abandoned, and no refund shall be issued. Suppose a fine is imposed on the Broker for non-compliance regarding updates under this paragraph. In that case, The Customer will be billed and/or his credit card charged for the amount of the fine(s) imposed on The Broker by the MLS and/or Realtor Association. All property updates must be submitted through the website at www.fereeflatfee.com.

Upon The Customer receiving an executed Sale (or rental) contract or after closing the transaction (or move-in if it is a Rental) Customer will update the Broker within 24 hours by visiting: www.freeflatfee.com. The non-reporting of these within 24 hours may result in a Fine to us by the MLS.

The Broker is not responsible for the loss of or damage to personal or real Property, whether attributable to the use of a key-safe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to appraisers, inspectors, brokers, and prospective buyers, may have access to and take videos and photographs of the Property's interior. Therefore, the seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. The Customer acknowledges that The Broker does not maintain insurance to protect The Customer or The Customer's Property.

The Broker will list the owner's contact information (phone and email) in the MLS. The Broker will instruct interested Real Estate agents to follow such instructions for communicating with The Customer. For all leads that come from any source, The Broker will forward these leads (via email) directly to The Customer for The Customer to follow up. Real Estate sites do not allow the owner's contact information to be published; the contact information on these sites will be the Broker's contact information, and the leads received from these sites will be forwarded to The Customer as described above. For additional information, please visit the Frequently Asked Questions section – www.simpleflatfeemls.com.

– The Customer is solely responsible for providing The Buyer (or the Buyer's agent) with all required disclosures or documentation required by the State, Local, Federal law, or applicable regulations. The Broker will provide the forms that the Customer requests. Blank forms and disclosures are also available for download at www.freeflatfee.com. It is the Customer's responsibility to ensure they are using the correct documents or disclosures.

This Agreement shall be binding upon Seller and Seller's successors and assigns.

The Broker will not resell, distribute, sell, assign or use the leads in any way other than as described.

COPYRIGHTS -The Customer certifies that all information (including, but not limited to: descriptions, photographs, sketches, renderings, plans, and floor plans) to be uploaded to the MLS has been provided by The Customer, who asserts and reassures The Broker that The Customer has copyrights or written authorization from the copyright owner to use the images.

To avoid legal risks (to you and us), we require you to take pictures or hire someone to take them for you! Therefore, never use photographs or any information copied from the Internet or previous listings. If the Customer uses copyrighted material and it is brought to the Broker's attention, it will permanently remove said material. Any fines incurred by the Broker for the Customer's use of copyrighted material will be charged to the Customer. The Broker will also retain the right to cancel your listing for any copyright violation. No refund will be provided.

The Broker enters information into the MLS in good faith without verifying its authenticity, accuracy, integrity, or originality.

The Customer releases, holds harmless, and indemnifies The Broker from and of any liability and responsibility for publishing any copyrighted material and will release the Broker from any legal action (including complaints to the Association of Realtors and /or the MLS) that might arise from such usage.

If a fine is imposed on the Broker for a violation or non-compliance regarding updates under this or any other paragraph, The Customer will be billed and/or his credit card charged for the amount of the fine(s) imposed on The Broker by the MLS and/or Realtor Association. Copyright violations carry penalties that may be up to \$5,000.

The Customer indemnify and hold harmless The Broker from losses, costs and expenses of any nature, (including MLS fines, attorney fees, associated travel expenses) and from liability to any entity and/or person, that The Broker incurs because of The Customer's negligence, representations, misrepresentations, actions or inactions, lack of required updates of property listing status, the existence of undisclosed material facts about the Property and/or a court or arbitration decision in favor of another broker that was not compensated in connection with the transaction and was found to be entitled to compensation from The Broker (on behalf of the Customer). The Broker shall be entitled to payment by The Customer of all reasonable attorney fees and costs if any decision is render in favor of The Broker through as result of any legal action, proceeding or arbitration between The Customer and The Broker arising from actions or inactions under this Agreement. This clause shall survive performance and transfer of title.

By proceeding, you (The Customer) declare (under penalty of perjury under the laws of the United States of America) that he/she) agrees with the terms and conditions of the Agreement and that you are the owner on title of the Property or have written authorization from The Owner to list the Property in the MLS and to execute this listing agreement and certify that the foregoing information provided is true and correct to the best of your knowledge. The Customer further agrees to

acknowledge and sign this Agreement electronically by submitting the Property information form and executing/signing the listing agreement sent to you for electronic signature. – These are legally binding documents, and the Agreement is enforceable under current law.