

Property Address: \_\_\_\_\_

**Agent Realty**

**Listing Limited Service Agreement**

**Addendum A**

**\$595 flat fee selling**

\$595 flat fee listing is a limited service agreement and only contains the service listed below,

The seller can opt to upgrade the listing service to the \$2095 flat fee plus plan should more service / guidance is needed later.

**\$595 flat fee** plus a 3% commission (commission is paid at closing) offered to the buyers agent and let all Realtors in your area market your property to their buyers, while **you retain the right to market and sell your home yourself** and avoid that 3% buyers agent commission if you find the buyer first. The \$595 is paid at signing of listing. The \$595 flat fee selling services includes:

1. One Free Market Analysis of your home
2. Your home listed in the multiple listing service (MLS). The MLS is the database used by all Realtors to search for homes for the buyers they are representing.
3. Your home listed in *Realtor.com, a national residential listing search engine.*
4. Your home listed in the web site operated by your local board of Realtors. In Austin, it is *AustinHomeSearch.com*. In San Antonio, it is *SAHomeSearch.com*. In Houston it is *HAR.com*
5. Your home listed in agent-realty.com.
6. A lockbox so Realtors can easily and securely show your home. This also makes it more convenient for you because you don't have to be there to open the home. This is optional to the seller. (The lockbox is loaned to the seller with a \$100 deposit and must be returned to the agent at the sale of the house or the end of the listing agreement).
7. An optional yard sign from the listing broker. If you choose, you may use your own phone number on our sign. (The yard sign is loaned to the seller with a \$50 deposit and must be returned to the agent at the sale of the house or end of the listing agreement).
8. We are a member of the Homes.com network. In addition to the web sites mentioned above, your home will be listed on: Homes.com. Homes.com is actually a real estate search engine with tens of thousands of member sites, mostly real estate agents and real estate office web sites. Your property could actually appear on any of these sites.
9. Our agents will be available to answer your questions directly **via email or fax only**.
10. Email or fax all offers and counter-offers directly to you.

Client/Seller Sign \_\_\_\_\_ Broker/Agent Sign \_\_\_\_\_ Date \_\_\_\_\_

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**PLUS flat fee selling**

Finding a buyer is only half the battle in selling your property. As much or more work is needed to get it closed. We recommend our Flat Fee Plus program to all sellers who are not experienced or comfortable in working with real estate agents, legal documents, mortgage lenders, title companies, inspectors, and all the other parties involved in the sale of a property. This is also a helpful program, because many realtors do not like working directly with a seller in making offers.

This list actually simplifies many of the tasks required to get a home sold. We do all this is for a nominal fee of \$1,500. This is not on a per contract or per offer basis, this is only paid at the successful closing and funding of the sale. Please note that many properties receive multiple offers or have contracts fall through.

Our Flat Fee Plus program includes everything in the \$595 Flat Rate Listing plus the following:

We accept, review and negotiate all your offers and get your property through to closing.

1. Providing necessary documents and preparing those documents with a buyer found by the seller.
2. Providing necessary documents and preparing those documents with a buyer found by the seller.
3. Taking and presenting any and all offers made by other real estate agents.
4. Advice the seller on the offers merits as it relates to the market.
5. Assist the seller and providing necessary documentation to make a counter offer.
6. Receipting of any funds and the contract with an escrow agent (Title Company).
7. Make sure any inspections and re-inspections are accomplished under the time frame called for in the contract.
8. Negotiate any repairs requested by buyer after inspection period.
9. Follow up with buyers' lender to make sure financing is flowing smoothly.
10. Work with Title Company to make sure property is closed within the time called for by the contract.

Client/Seller Sign \_\_\_\_\_ Broker/Agent Sign \_\_\_\_\_ Date \_\_\_\_\_

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**NOTICE CONCERNING NEGOTIATIONS**

You have instructed your broker to not negotiate offers and counter-offers for you and to inform other brokers to submit offers and counter offers directly to you. Please take note of the following:

- The other broker will represent the other party in the transaction and will not represent you.
- The other broker will advise his or her client of relevant information related to the negotiations including but not limited to relevant market data, contractual duties, and negotiating strategies.
- The other broker will inform his or her client of any information the other broker received from you.
- You may be placed at a disadvantage if the other party retains the assistance of a broker or an attorney during negotiations and you do not.
- You should direct any questions about any offer, counter-offer, or any contractual obligations to your broker and not the other broker.
- If you need assistance in preparing or responding to any offer, counter-offer, or notice or if you need assistance at any time through closing you should seek such assistance from your broker or your attorney and NOT the other broker.
- You should not rely on the other broker to coordinate the transaction, including but not limited to arranging for the completion of your obligations in the transaction and your performance under contract.
- Your broker is obligated under law to provide assistance to you during negotiations.
- The amount you pay your broker is negotiable between you and your broker. The amount you pay your broker may depend on the type and amount of services your broker provides.

Client/Seller Sign \_\_\_\_\_ Broker/Agent Sign \_\_\_\_\_ Date \_\_\_\_\_