

PropertyAmerica Listing Agreement

page 1 of 2

This Limited Service Agreement (“Agreement”) is between:

_____ (“Seller”)

and PropertyAmerica (“Brokers”)

1. **AUTHORITY TO SELL PROPERTY:** Seller gives Broker authority to List and Market the real and personal property (collectively “Property”) described below at the price and terms described below, beginning the _____ day of _____, 2007 and terminating 365 days from that date at 11:59 p.m. Seller certifies that Seller is legally entitled to convey the Property and all improvements. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law.

2. **DESCRIPTION OF PROPERTY:**

a) Real Property Street Address: _____

b) Legal Description: _____

c) Personal Property, including appliances: _____

_____ See Attachment

3. **PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to Seller:

a) Price _____

b) Financing Terms: Cash Conventional VA FHA Other _____

4. **BROKER OBLIGATIONS AND AUTHORITY:**

a) Seller authorizes Broker to place property in Multiple Listing Service (MLS), Advertise via Internet, Realtor.com®, etc. For a fee Broker shall post a For Sale sign on the property displaying Seller’s contact (telephone number) information.

b) **Seller** authorizes **Broker** to report to the MLS/Association of Realtors this listing information and price, terms, and financing information on any resulting sale. **Seller** authorizes **Broker**, the MLS/Association of Realtors to use, license or sell the active listing and sold data.

c) **Broker** shall act as a NonRepresentative broker.

d) In addition, **Seller** authorizes **Broker** to perform the following:

For a fee Broker will provide a CMA (Certified Market Analysis), Choice of Yard Sign with Sellers contact (telephone number) information, lock boxes and marketing tools as made available in the Brokers internet site.

SELLER OBLIGATIONS: **Seller** shall indemnify **Broker** and hold harmless from losses, damages, costs and expenses of any nature, including attorney’s fees and from liability to any person, that Broker incurs because of (1) **Seller’s** negligence, including representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive **Broker’s** performance and the transfer of title. Seller shall make all legally required disclosures, including all facts that materially affect the Property’s value and are not readily observable or known by the buyer.

Property America Listing Agreement

page 2 of 2

Seller represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.) other than the following:

Seller will immediately inform Buyer/potential Buyer or their agent of any material facts that arise after the signing of this agreement. Broker shall be held harmless.

5. COMPENSATION:

Seller agrees to compensate **Broker** \$295.00 for performing responsibilities delineated in Paragraph 4(a) regardless of whether the property sells and no matter who sells the property, whether by a real estate licensee, Seller or any other party except as set forth in the Broker's guarantee*

(Check and complete where applicable)

Seller shall pay selling **Broker** \$ _____ or _____ % of the total purchase price at closing for any other services specified in this Agreement.

Seller shall pay Leasing **Broker** \$ _____ or _____ % of the Lease price at closing.

6. ADDITIONAL TERMS:

Broker shall list **Seller** as contact (telephone number) person on all listing related items, including but not limited to MLS, Internet and Realtor.com®. **Seller** shall bear sole responsibility for negotiating the price as well as all terms and conditions related to the sale or lease of listed property.

Seller shall be responsible for notifying **Broker** of Pending Sale or Sale and shall be held liable for any lease agreements related to items such as signs. Signs must be removed as per lease agreement within one (1) week of closing or property expiration.

Seller agrees that this Listing Agreement is for the subject Property only. Seller shall be liable for all fees/expenses and costs if they violate this agreement without authorization.

Broker assumes all information is correct but is not warranted and shall be held harmless for all actions related to this listing agreement.

Date: _____ Seller: _____ Tax ID No: _____

Telephone #'s Home: _____ Work: _____ Cell: _____ Fax: _____

Address: _____ Email: _____

Date: _____ Seller: _____ Tax ID No: _____

Telephone #'s Home: _____ Work: _____ Cell: _____ Fax: _____

Address: _____ Email: _____

Date: _____ / _____ / 2007

Authorized Listing Broker:

Brokerage Firm Name: PropertyAmerica

Tel: (866) 639-6571

Address: 1961 SE 17th Court Pompano Beach, Florida 33062

Fax: (954) 757-2007

Copy returned to Seller on the ____ day of _____, 2007 by: _ personal delivery _ Mail _ facsimile