

# Your Choice Real Estate, Inc.

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## Limited Service (Flat Fee) Listing Agreement

This Limited Service Listing Agreement between \_\_\_\_\_ (Seller) and Your Choice Real Estate, Inc. (Broker) and/or affiliates. Seller hereby appoints Broker to market the property, described below, in MLS (Multiple Listing Service) and on Realtor.com. This agreement is effective from \_\_\_\_\_ (date) until the property sells or until this agreement is canceled by the seller.

1. PROPERTY ADDRESS: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

The seller certifies and represents that seller is the legal title holder and entitled to convey the property, all improvements and any personal property. The seller may withdraw the listing at anytime with no commission owed to Your Choice Real Estate. This agreement does not guarantee a sale.

2. PERSONAL PROPERTY: Seller agrees to offer the property, fixtures and improvements thereon. Items offered with the property are as follows: \_\_\_\_\_

3. LISTING PRICE and TERMS: The Property and all improvements are offered for sale at a selling price of \$ \_\_\_\_\_. The seller is solely responsible for determining the appropriate listing price and financing terms.

4. (A) SELLER OBLIGATIONS & BROKER COMPENSATION: The property and all the improvements thereon are offered for sale at the listing price. Changes to the listing must be submitted to broker in writing. During the first week of your listing all changes will be made at no charge. Subsequent changes are permitted twice a month at no charge. If seller requests additional changes, a service charge of \$25 per change request may be assessed. Your Choice Real Estate, shall make any modifications and changes in the MLS pursuant to MLS rules. Seller agrees to make the property available at all reasonable hours for showing to prospective buyers.

(b) Seller agrees to pay a commission of \_\_\_\_ (%) to a licensed buyer's agent who represents and introduces the property to a ready and able buyer pursuant to a written or oral agreement. Seller must pay the buyer's agent commission if, during the term of this agreement or the protection period, within 60 days after this listing expires, Seller transfers the property to a buyer shown the property by a cooperating broker. Commission to the buyer's agent will only be paid upon completion (closing) of the sale of the property.

(c) OPTIONAL: SELLER REPRESENTATION SERVICES \_\_\_\_ YES \_\_\_\_ NO (CHECK ONE). If yes, Seller agrees to pay a fee of 1% or a maximum of \$2500, at closing, to Your Choice Real Estate for seller representation services.

**NOTICE: The amount or rate of the real estate commission is not fixed by law. They are set by each Broker/Realtor individually and may be negotiable between the seller and Broker/Realtor.**

(c) Under this Agreement, the seller can sell his/her Property himself/herself to any buyer not procured or represented by a participating real estate agent, in which case no selling (buyers) agent commission is due.

5. (A) SELLER'S REQUIREMENTS: Seller shall provide Your Choice Real Estate with all property information requested and represents that said information is accurate to the best of seller's knowledge. Seller is responsible for any inaccuracies in the information provided to Your Choice Real Estate and agrees to be responsible for any fines assessed by the MLS by any MLS infractions caused by seller as stated below. Seller understands that Your Choice Real Estate does not conduct any investigation of the property to verify the information provided by seller and is not responsible for the accuracy of the information. Your Choice Real Estate shall input the property information with the local MLS in accordance with local MLS rules and regulations. Seller shall review all of the information provided entered in MLS by Your Choice Real Estate to verify that it is accurate within 48 hours of receipt.

(b) Seller, upon entering into a contract of, agrees to notify Your Choice Real Estate, within 48 hours, and will update Your Choice Real Estate, of future updates to the contract. This includes, but is not limited to, contract falling apart, contract extension, closing of sale.

6. SERVICE FEE: Seller agrees to pay at the time of entering into this agreement and in the manner provided herein a nonrefundable service fee of \$ \_\_\_\_\_ for the initial term of the agreement. The service fee charged is for placing the property information in the MLS and on Realtor.com. It is not the Broker's responsibility to provide additional services, input regarding the status of the property or market conditions.

7. **BROKERS SERVICES:** Your Choice Real Estate will perform the following marketing services under this agreement. Enter property in the MLS and on Realtor.com. Instructions in MLS will direct all inquiries directly to the seller. Screen prospects who call our office directly to ensure the prospect is qualified before showing the property. If applicable, provide a 'for sale' sign. Additional or replacement signs can be purchased for \$30. Custom signs to comply with deed restrictions may cost more. If applicable, provide an electronic lockbox to allow licensed Realtors access to property. If the property is located more than 20 miles from broker's facility, a trip charge may be assessed based on the current published IRS Mileage rate. Seller can avoid any additional trip charges by picking up a sign and/or lockbox from broker's office.

**PLEASE NOTE** - The NAR (National Association of Realtors) prohibits Realtors from including sellers' contact information on Realtor.com directly because it is publicly accessible. Do not confuse Realtor.com with the local MLS. They are two separate entities. Realtor.com downloads property data from the local Board of Realtors (MLS) and makes that information available to the public on a limited basis. We list the seller as the property contact on the MLS.

8. **SELLER'S MANDATORY DISCLOSURE:** Seller shall make all legally required disclosures, including all facts materially and adversely affect the value of the Property, which are not readily observable. Seller represents that there are no material facts other than the following: send email. Seller shall immediately inform Broker of any material facts that arise after signing this agreement.

9. **REPRESENTATIONS:** Seller represents warrants and agrees as follows: Seller understands that he must comply with all federal, state and local laws concerning fair housing. Seller acknowledges that federal, state and local laws prohibit discrimination in the sale of property based on race, color, religion, sex, disability, familial status, national origin or any other factor protected by federal, state or local law.

- All persons and/or entities authorized to sell the Property have signed this Agreement, and the undersigned signature(s) include all person(s) and or entities, or their duly authorized representatives, who have an ownership interest in the property. If the individual signing this agreement is acting in a representative capacity, such individual certifies that he is legally authorized to enter into this agreement.
- Seller has given Your Choice Real Estate the information regarding the property to appear on the MLS. Seller understands that the property information will be included in the MLS. Such information is accurate and complete and does not omit or fail to disclose any material defects regarding the property known to seller.
- Seller shall indemnify, defend and hold Your Choice Real Estate harmless from and against any and all claims, demands, suits, damages, liability, losses or expenses (including reasonable attorneys fees) arising from any misrepresentation, nondisclosure, concealment nonperformance of any purchase/sale agreement, or payment of any commission by Seller in connection with the sale of the property, including without limitation, the inaccuracy or incompleteness of any information provided by seller for listing on the MLS, use of a lockbox, existence of undisclosed material facts or court or arbitration decision that for a broker who was not compensated in connection with a transaction.

10. **TERMINATION OF AGREEMENT:** There is no termination fee in the event the seller decides to remove property from the market by giving written notice to Your Choice Real Estate provided there is not a contract pending on the property from a buyer who was produced by participating licensed real estate agent. A refund will only be provided in the event that Your Choice Real Estate, Inc. does not accept this agreement.

11. **ATTORNEY'S FEES AND COSTS:** If a dispute arises by and between the parties or involving the subject matter of this agreement and litigation is commenced to enforce the provisions herein or interpret the provisions herein, the prevailing party shall be due its reasonable attorney's fees and litigation costs, including appellate attorney's fees and costs by the non prevailing party.

12. **CHOICE OF LAW AND FORUM:** All disputes by and between the parties hereto shall be exclusively heard in Clay County, Florida and Florida state law governs the interpretation and application of this Agreement.

13. **SELLERS ACKNOWLEDGMENT OF Your Choice Real Estate's LIMITED DUTIES:** This Agreement creates a limited service listing agreement to market seller's property and limits the performance requirements of Your Choice Real Estate as set forth herein. Your Choice Real Estate, Inc. is not representing seller as a 'full service' Real Estate Agency. No other agreement, expressed or implied, shall be held to impose any greater relationship than that set forth herein. Seller waives any claim or cause of action it may have against Your Choice Real Estate, its owners, agents and employees arising as a result of any act or omission of Your Choice Real Estate, Inc. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining of seller offer for sale and sale of the property.

**PLEASE SIGN BELOW TO ACKNOWLEDGE THE LIMITED SERVICE LISTING AGREEMENT, AGREED UNDERSTOOD AND ACCEPTED AS TO ALL TERMS.**

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Your Choice Real Estate, Inc.

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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## Listing Agreement Addendum A

RE: Listing agreement for property located at:

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### Additional Terms & Conditions:

Your Choice Real Estate and/or our affiliates will perform the following marketing services under this agreement. Enter property in MLS (Multiple Listing Service) and on Realtor.com. Instructions in MLS will direct all inquiries directly to the seller. Screen prospects who call our office directly to ensure the prospect is qualified before showing the property. If applicable, provide a toll free 24 hour real estate hotline for prospects to call and listen to details about the property. If applicable, provide an electronic lockbox to allow licensed Realtors access to property.

**Your Choice Real Estate is providing an advertising service; we do not represent the seller unless package A4 is selected.**

PLEASE NOTE - The NAR (National Association of Realtors) prohibits Realtors from including sellers' contact information on Realtor.com directly because it is publicly accessible. Do not confuse Realtor.com with the local MLS. They are two separate entities. Realtor.com downloads property data from the local Board of Realtors (MLS) and makes that information available to the public on a limited basis. We list the seller as the property contact on the MLS.

Seller obligations under this agreement are as follows; provide a written description of property for MLS, maximum of 400 characters. Provide any digital photographs with which you would like to illustrate this property. If applicable, provide keys for lockbox. Provide reliable contact information to our office. Permit a yard sign to be placed on the front yard or in a visible location from the street until closing. Notify our office as soon as property is under contract, back on market or sold. Any and all requests to modify, change, or cancel this agreement in must be made in writing (fax or email is acceptable).

Your Choice Real Estate and seller agree to the following services & fee schedule.

### For Sale by Owner Services (Select all that apply)

- \_\_\_\_\_ Package A1: For Sale By Owner MLS Assist: \$399.00
- \_\_\_\_\_ Package A2: For Sale By Owner MLS Assist with sign: \$449.00
- \_\_\_\_\_ Package A3: For Sale By Owner MLS Assist sign & electronic Lockbox: \$499.00
- \_\_\_\_\_ Package A4: Contract review & transaction assistance: 1% of sale price, paid at closing  
(Maximum fee: \$2500)

Cooperating (co-op) Broker Compensation offered by seller: (2-4% Recommended) \_\_\_\_\_ %

Additional incentives or compensation to be offered by seller: (Optional) \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Your Choice Real Estate, Inc.

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

## TRANSACTION BROKER NOTICE

As a transaction broker                     Your Choice Real Estate                     (insert name of Real Estate Firm and its Associates), provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
  2. Accounting for all funds;
  3. Using skill, care, and diligence in the transaction;
  4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
  5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
  6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by party to remain confidential; and,
  7. Any additional duties that are entered into by this or by separate written agreement.
- Limited representation means that a buyer or seller is not responsible for the acts of the licensee.

Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature of Licensee \_\_\_\_\_