

Lord Properties

36 Big Blue Drive

Milton, MA 02186

Bruce Lord, Broker
License #: 107766
MLS Agent ID NB114930

CELL: 617 413 4680

FAX: 617 507 5864

EMAIL: BruceGLord@gmail.com

WEB: <http://lordproperties.net>

Flat Fee Listing Contract



1. This Listing Contract [hereinafter Agreement], dated _____, is a professional service agreement between **Lord Properties** [hereinafter Company] and _____ [hereinafter Seller].

2. The property to be listed is located at:

Address: _____

City: _____, MA Zip: _____ [hereinafter Property]

3. Please write a description of your property as you would like it to appear on MLS. The description must be limited to 500 characters including spaces. Please email this description to me so I can easily copy and paste into your listing.

Also please email pictures that you would like in the listing. MLS allows up to 30 pictures.

4. What is the list price? \$ _____

5. How would you like potential buyers or brokers to contact you? Please write the name, phone, and/or email that you would like on the MLS.

6. Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form.

7. Seller agrees to show property to prospective buyers and Buyer Brokers (if included).

Seller understands that Company will not show the property.

8. Under this agreement, Company agrees to:

A) List the Property on the Multiple Listing Service [hereinafter MLS] until either the property sells or the Seller asks for the listing to be removed (limited to 1 year). The service is to place the listing on MLS as an entry only listing, and the company is acting as a facilitator and has not been hired to represent the seller as their sole representative. Listing will be in the category of "Facilitation/Exclusive."

B) Provide the following legal forms necessary to complete the Real Estate transaction:

Offer to Purchase Real Estate
Offer to Purchase Contingency Addendum
Standard Form - Purchase and Sales Agreement (House, Condo or Land)
Property Transfer Lead Paint Notification
Home Inspectors - Facts for Consumers
Condominium Documents Addendum

9. Termination: A full refund will be provided if the Company does not accept this Agreement or this service is cancelled before the listing is entered into the MLS.

10. Seller agrees to pay Company a professional listing fee (as described at <http://lordproperties.net>) for listing services. This fee is earned, due and payable in full upon the execution of this Agreement by Seller. Under this Agreement, Seller can sell his/her property himself/herself to any Buyer not procured by a participating Broker. In this event, NO commission is due.

11. Seller also agrees to pay a participating Buyer's broker a commission of _____%. If a participating Buyer's broker brings a buyer to the Seller then the Seller agrees to pay this broker the above agreed commission. Seller agrees to allow Company to also act as a Buyer's broker. Under this scenario, Company would send potential Buyers (who come to Company by various sources) directly to the Seller's property either accompanied or unaccompanied by Company. Either way the Seller would be there or provide access through a lock box.

12. If Seller decides to rent the property to someone that the Company has introduced, Seller agrees to pay Company a commission equal to one half the monthly rent. In this case Company will collect the renter's application, run a credit check, and write a lease (if desired). Again, Company will not accompany the potential renter to the property. Seller agrees to show a potential renter the property himself.

13. Seller agrees that the responsibility for the care and custody of Property shall not be Company's and Company shall not be liable to Seller for any damages which may occur to Property. Seller hereby releases Company and those working through Company from all liability and responsibility in connection with any loss that may occur.

14. Seller agrees to notify Company within 24 hours of the date when any contract is executed and the date when the Property sells.

15. No Guarantee: Seller understands that this Agreement does not guarantee the sale of the Property.

16. Seller agrees that under the Fair Housing Act, Seller may not ask or expect the sale of Seller's Property to be restricted according to race, color, creed, religion, sex, handicap, familial status, age or national origin.

17. The person(s) signing this Agreement warrants and represents that he/she is the Seller and is properly authorized to enter into this Agreement. A signature transmitted by fax shall be deemed to have the same effect as an original signature.

18. Seller agrees to state honestly the dimensions, characteristics and condition of the property to be entered into the MLS to the best of their knowledge. This information can also be obtained from public records. Company assumes no liability for inaccuracies, errors or misstatements made by Seller or public records. Company does not conduct any survey of property to verify accuracy of any information provided to it by Seller and is not responsible for the accuracy of the information. Seller has reviewed the information shown on this Agreement and hereby acknowledges it to be true and correct.

19. Seller specifically acknowledges and represents that there are no facts materially affecting the value or desirability of the property, including but not limited to any violation of any local government code. Whether or not said facts are readily observable, the Seller is under a duty to disclose said facts to the Buyer and to Company. Seller has fully reviewed this agreement and warrants the accuracy of all information. Seller agrees to indemnify and to hold harmless the Company and those relying on information contained in this Agreement for damages resulting from any inaccuracy and/or the Seller's failure to disclose any information.

20. This service is a listing service only. We do not provide any other service to sellers. We recommend that consumers hire legal representation when selling real estate.

Seller has reviewed the information shown on this Agreement and hereby acknowledges it to be true and correct.

Date: _____

Seller signature

Date: _____

2nd Seller signature

Home Telephone: _____

Cell phone: _____

Mailing Address: _____

Email: _____

Date: _____

Bruce Lord signature