

MLS Listing Packet

- Pennsylvania Listing -

For Use In:

Philadelphia, Delaware, Berks, Bucks

Montgomery, and Chester counties (*Trend MLS*)

Instructions

Thank you for your order! My name is Dan Demers and I will be hosting your listing.

I'm looking forward to helping you sell.

To complete the listing process, please provide the following:

Listing Forms (included): Required by PA state law and MLS regulations. Please complete the Consumer Notice and Listing Contract forms. You can fill in the blanks directly on this file.

Electronic Signature Option: Click in the signature box and follow the instructions to complete your electronic signature. Save this completed file (File -> Save As), and e-mail it as an attachment to dan@sellyourhomeservices.com.

Ink Signature Option: Alternatively, you can print the forms and scan them back to me. A smart phone camera is sufficient. Text images of the completed forms to 774-265-0879, or e-mail them as attachments to dan@sellyourhomeservices.com.

Property Information Form: See document, provided separately.

Photos: Please e-mail at least one listing photo to dan@sellyourhomeservices.com.

Note: This fillable .pdf packet is provided for your convenience. It is most compatible with Adobe Reader software, available for free download at <http://get.adobe.com/reader/>.

Be sure to download and then open this packet separately from your browser window, as many browser .pdf readers will not support the form filling and e-signature options.

I will keep an eye out for your information, and will have the listing up and running for you as soon as possible. Thanks!

CONSUMER NOTICE

THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent, the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

- Regardless of the business relationship selected, all licensees owe consumers the duty to:
 - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
 - Deal honestly and in good faith.
 - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
 - Comply with the Real Estate Seller Disclosure Law.
 - Account for escrow and deposit funds.
 - Disclose, as soon as practicable, all conflicts of interest and financial interests.

- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
 - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
 - Keep the consumer informed about the transaction and the tasks to be completed.
 - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
 - The duration of the licensee's employment, listing agreement or contract.
 - The licensee's fees or commission.
 - The scope of the licensee's activities or practices.
 - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
 - The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

ACKNOWLEDGMENT


I acknowledge that I have received this disclosure.

Date: _____ (Consumer's printed name) _____ (Consumer's signature)

Date: _____ (Consumer's printed name) _____ (Consumer's signature)

I certify that I have provided this document to the above consumer during the initial interview.

Date: Provided at the time of online order, before substantive discussion

_____ Daniel J. Demers _____  _____ SBR002012
 (Licensee's printed name) (Licensee's signature) (License #)

Listing Contract

Exclusive Agency to Sell Real Property

Date: _____

This MLS Listing Agreement is made on the above date between:

(All Seller Names) _____ of
(Seller Address) _____, ("Seller")

and

Daniel J. Demers dba Sell Your Home Services of 11 Margaret Dr. Norton, MA 02766, ("Broker").

Property Address: The address of the property to be listed, including city, state, and zip code is:

List Price: The property will be advertised with an asking price of _____ dollars, upon the following terms:

Listing Period: The listing period begins the day the listing is activated in the MLS system. Unless otherwise noted, the listing term will extend for _____ months. The seller may request to remove the listing at any time - see Cancellation. If the property goes Under Agreement, the listing term will be extended until the settlement date.

Desired Start Date: _____ Should any delays occur in activation, the full term of the listing will be honored using the actual start date.

Compensation: Seller has paid a Flat Fee of \$_____ to the originating referral company. Seller's MLS listing is a referral listing made to Broker (with the exception of listings ordered through Sell Your Home Services). This fee will be considered non-refundable upon listing entry into the Multiple Listing Service.

Buyers Agent Cooperation: Seller acknowledges that they are required to offer a cooperating commission to another broker who procures the buyer. Other brokers will be paid this commission acting only as a buyer's agent, as outlined in the Consumer Notice. If Seller procures the buyer, no commission is due. If applicable, Seller will pay _____ of the gross price at settlement to the Broker or title company. Broker will instruct for the entire selected percentage to be passed through to the broker who procures the buyer. Once initial contact is made between the Seller and buyer's agent, this offer of commission is not negotiable, though Seller retains their right to reject any offer to purchase.

Listing Service: Broker agrees to submit the Seller's property listing to the Multiple Listing Service most appropriate for the seller's property location. Broker agrees to opt-in to available MLS syndication (see Third Party Website Syndication).

Broker's further responsibilities include:

- Updating listing information in a timely manner at the seller's request
- Displaying the Seller's contact information on the listing where possible, encouraging buyers to contact the Seller directly.
- Forwarding any property inquiries, showing requests, etc. directly to the Seller
- Maintaining open lines of friendly communication with all parties

While the Broker will assist in good faith with any Seller questions, detailed real estate advice and pricing advice are not included in this service.

No Other Broker Contracts: Seller will not list this property with another broker during this Contract's term, unless Seller first cancels this Contract.

Limited Service Listing: In the scope of real estate listings, this is considered a Limited Service Listing or Entry Only service. As such, this agreement does not establish a Seller Agency relationship, nor fiduciary duty. Broker will act as a Transaction Licensee (see Consumer Notice). Seller will coordinate all aspects of the selling process outside of this MLS advertising service, including pricing the property, showing the property, receiving offers, negotiations, and general communication between parties. Seller is advised to have an attorney or title company hold the escrow moneys, subject to all PA laws and regulations.

Seller is also encouraged to hire an attorney to review paperwork, provide advice, and assist with the final sale.

Reporting Timeliness and Accuracy: It is essential that the Seller informs the Broker of any change in listing status as soon as possible. MLS regulations require listing status updates to be made within 24 hours, and the Broker can be fined if changes are not made on time.

Seller agrees to fully reimburse Broker in the event that the Broker incurs a fine as a result of the Seller's failure to communicate a change in listing status. These changes include temporarily withdrawing the listing (not accepting showings for a period of time), having an accepted offer, signing a Purchase and Sale Agreement, and the final sale. We appreciate your timely communication in order to remain in compliance with MLS regulations.

Seller will provide Broker with a copy of the signed HUD1 statement or equivalent on the day of settlement.

We kindly request that any listing update requests be provided via e-mail or web form to ensure accuracy in writing.

Seller warrants that all property information provided is accurate to the best of their knowledge.

Seller will reveal material defects or environmental hazards to buyers, including Lead Based paint if the property was built before 1978. A material defect is a problem or condition that:

- Is a possible danger to those living on the Property, or
- Has a significant, adverse effect on the value of the Property.

If the Seller is accused of failing to disclose known material defects and/or environmental hazards;

- Seller will not hold Broker or Licensee responsible in any way
- Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result, including paying all of Broker's or Licensee's costs that result. This includes attorney's fees and court ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet entitled *Protect Your Family From Lead in the Home*. Seller assumes full responsibility for providing this to buyers. (The pamphlet is available for free download at www.epa.gov).

Photos: Seller must provide at least one photo of the property to be displayed on the listing. Photos provided may not have previously appeared on the Multiple Listing Service under a different broker, unless the broker gives their permission in writing.

Cancellation: Seller may cancel this contract at any time, under the following conditions. 1) Seller cancellation request must be in writing with all Sellers' signatures. 2) Seller may not cancel this Contract when an offer has been presented and the Seller has not replied in writing to the party making the offer. 3) Seller may not cancel this Contract if the Property is under contract (Sales Agreement). Seller must first reject any offers and/or be released from a Sales Agreement before the listing is canceled. The intent of this Paragraph is to prevent claims from cooperating brokers for a due commission not being paid. Broker will notify Seller via email when the cancellation has been completed.

Third Party Website Syndication: The Multiple Listing Service syndicates listings to a variety of real estate search websites. Please note that syndication partnerships are subject to change and cannot be guaranteed. Broker has limited control over the layout of information on these websites, including which information fields are taken from the full listing. It is our experience that MLS syndication is the most comprehensive, efficient, and cost-effective method of posting your property listing just about everywhere buyers are searching.

Third Party Disputes: In the event an aggrieved party files an arbitration claim or lawsuit against or in any way involving Broker that seeks payment of a commission or money damages in connection with the sale or attempted sale of the Property, Seller agrees to indemnify, defend, and hold Broker harmless from, and aid Broker in defense of any such claim or lawsuit. If Seller fails, for any reason, to fulfill its Duty to Defend, Broker may seek indemnity, contribution, and/or reimbursement from Seller for all costs incurred as a result of the claim or lawsuit, including attorney's fees as well as recovery of all costs of collection thereof, including but not limited to attorney's fees, collection agency fees, court costs, and expenses.

Seller agrees to fully indemnify Broker from any legal action, including all tort actions (such as "slip and fall" accidents, theft, property damages, etc. caused by third parties) related to the showing of the Seller's property.

Recovery Fund: PA has a Real Estate Recovery Fund to repay any person who has received a final court ruling (civil judgment) against a PA real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658.

Equal Housing Opportunity: Seller acknowledges that this property is offered in compliance with federal, state, and local anti-discrimination laws.

Federal and state laws make it illegal for Seller, Broker, or anyone to use RACE, COLOR, RELIGION, or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

Seller also acknowledges that many jurisdictions have stricter laws that extend protection to political beliefs, income, sexual orientation, affectional orientation, and other factors. Seller agrees to investigate and comply with all laws regarding discrimination.

Electronic Signatures: Broker and Seller agree that an Electronic Signature of any document executed through Broker's website ratification system will be binding on both Broker and Seller, and will be treated for all intents and purposes as if it was physically signed. "Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The terms used in this Listing Agreement, including but not limited to Electronic Signature should be construed in accordance with the Uniform Electronic Transaction Act as adopted by the state of Pennsylvania. Seller hereby consents to the use of third party electronic signature capture service providers as chosen by Broker. Forms not executed through Broker's website ratification system may not be electronically signed, unless an exception is granted at Broker's discretion. Seller may elect to print and sign the form in ink. If Seller wishes to e-sign, e-mail address for e-signing purposes are as follows:

Seller 1 E-mail:

Seller 2 E-mail:

I the Seller warrant that I am the legal owner of the property or have the authority to execute this contract. I acknowledge that I have read and understand this agreement, and have received a copy. In the event the property is owned by more than one person, all sellers must sign this listing agreement.

Seller

Seller 2 (if applicable)

Broker

Note: For any questions related to this agreement or any other aspect of this service, please visit our Frequently Asked Questions page at <http://www.sellyourhomeservices.com/faqs>