

RAIN Realty LLC 5995 Summerside Dr #794452 Dallas, TX 75248 469-666-4569 www.rainrealtygroup.com service@rainrealtygroup.com

RESIDENTIAL REAL ESTATE LISTING AGREEMENT Exclusive Right to Sell

Seller(s):	Day	Ph:		
Address:	Eve	Ph:		
City, State, Zip:	Cell	Ph:		
Email:	Fax:	Fax:		
sell property identified be	alty LLC (hereinafter referred to as low and list in the Multiple Listing	Service (MLS) and MLS	•	າ exclusive right to
City:	County:	State:	Zip:	
	ructs Broker to market the Propert price at any time by written instru			(listing price).
day of the month. If that r	ng begins on and end number day does not exist (i.e. Feb ny time upon written notice; howe	ruary 30), then listing e	nds the last day of	
Buyer's Agents to \$999 Flat Fee L repair negotiation Either above fee is consided payable upon execution of who procures a Buyer who Broker only prior to proper Broker will forward Broker will not recomble Broker will activities.	isting. Broker will authorize other communicate with Seller. isting with Full Representation. Broks and complete all necessary docuered earned by Broker regardless of this agreement. In addition, Selled closes a transaction. Seller is award being entered in MLS. ward all buyer inquiries directly to be the 3% buyer agent commissively pursue and screen buyers and the commission in addition to the list	oker will represent and mentation. If who ultimately procur agrees to pay a 3% Bure that all commission reseller, and seller will scrion. If assign an agent show procure in the seller and seller will scrion.	advise Seller in all or res a buyer for the yer's Agent commi rates are negotiable reen buyers and sho	contract and property, and is ission to any agent e with listing ow property.
☐ Broker will sup of Broker, and Sel will be \$125 refur ☐ Seller will place	Seller contact information in MLS ply an Electronic Realtor Keybox foller agrees to return keybox to Brokedable deposit taken for the Realto a combination keybox on the prowant to use a keybox.	or the property as (wher ker within 10 days after r Keybox.	closing or expiration	
Seller(s) Initial:	Broker/Associa	te Initial:		Page 1

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Showing instructions:
\square Show any time - no appt required; "courtesy call" to inform Seller of showing (requires Realtor keybox).
\square By confirmed appointment only with Seller.
Contact telephone number(s):
For agents to call for showings when NOT using Showing Time (maximum one):
For Showing Time (where available) to contact to inform of showings:
For all agent questions, disclosures, offers, etc.:

6) Multiple Listing Service (MLS) Rules and Regulations:

Broker is licensed by the State of Texas, and is a member of MLS, and subject to MLS rules, regulations, and information reporting requirements as well as subject to serious penalties for noncompliance. Seller agrees to assist Broker in complying with all such rules, regulations, and reporting requirements by:

- Notifying Broker within 24 hours, regardless of weekends, Sundays and Holidays, upon entering into a contract for sale the property, and upon closing the transaction. Notification by email is recommended to give Seller a record that Broker was notified.
- Entering Broker's name as Listing Agent on any contract and all applicable paperwork submitted to the title company or escrow agent, whether or not Broker is due a commission.
- Supplying Broker with a complete copy of any contract entered into within 24 hours, which includes the name and telephone number of the agent representing the buyer, the name and telephone number of the title company selected to handle the closing, the date the contract was entered into, and the anticipated closing date.
- Supplying Broker with a copy of the Settlement Statement from the title company within 24 hours after closing.
- Seller hereby authorizes the title company handling the closing of the property to provide Listing Agent and/or Broker a complete copy of the Settlement Statement / Closing Disclosure Form upon closing.

Seller agrees to pay all MLS penalties, fines, and any other costs that Broker may incur as a result of Seller's noncompliance with this paragraph, including but not limited to, a fine of \$50 per day that information is not reported within MLS deadlines, plus \$50 to \$100 per violation. Notwithstanding when any fine is actually imposed by MLS as a result of Seller's noncompliance, Seller agrees to pay Broker a minimum of \$50 per day beginning with the 3rd calendar day after a contract is entered into or closed, but not reported to Broker.

7) Agency Relationship and Intermediary Status:

Broker will exclusively represent Seller in the sale of the Property. However, Seller desires Broker to show the Property to interested prospective buyers that Broker represents. If a prospective buyer that Broker represents wishes to purchase the Property, Seller authorizes Broker to act as an intermediary with no appointments. Broker will not appoint specific associates to either Seller or the prospective buyer. Any associate(s) servicing the parties will act solely as Broker's intermediary representative(s). The associate(s) may facilitate the transaction for the parties but will not render opinions or advice during negotiations to either party.

NOTICE: If Broker acts as an intermediary under this paragraph, Broker and any of Broker's associates:

- may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- shall treat all parties to the transaction honestly and comply with the Real Estate License Act

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If Seller does not wish Broker to show the Pr broker as such in writing.	operty to prospective buyers that Broker represents, Seller shall notif	/
Seller(s) Initial:	Broker/Associate Initial:	Page 2

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8) Seller representations:

- Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- Seller is not bound by a listing agreement with another broker for the sale, exchange or lease of the Property that is or will be in effect during this Listing;
- No person or entity has any right to purchase, lease, or acquire the Property by an option, or other agreement;
- there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
- the Property is not subject to the jurisdiction of any court;
- all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

In addition, Seller promises to:

- complete any disclosures or notices required by law or a contract to sell the Property;
- amend any applicable notices and disclosures if any material change occurs during this Listing
- not enter into a listing agreement with another broker for the sale, exchange or lease of the Property to become
 effective during this Listing.
- when not using Showing Time (previously called Centralized Showing Service, CSS), and receiving calls from agents to
 schedule showings, Seller agrees to make best effort to answer all calls directly. If calls cannot be answered directly,
 calls shall be answered by voicemail/answering device. Seller agrees to return all calls within 2 hours. Any outgoing
 messages on Seller's voicemail/answering device shall be professional.

9) Limitation of Liability:

Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including any damage or loss associated with the use of a keybox. Seller agrees to indemnify, defend, and hold Broker harmless from any damages, costs, attorneys' fees, and expenses that are caused by Seller's failure to disclose any material or relevant information about the Property, and by Seller giving incorrect information to Broker or any other person. In the event of a buyer's agent/broker filing suit or arbitration, seller agrees to pay any costs of defense and judgment or award of the amount of the commission found to be owed to the agent.

10) Miscellaneous Provisions:

<u>Default</u>: If Seller is in default of any section of this agreement, Broker may cancel this listing and Seller will not be entitled to a refund.

<u>Marketing</u>: In addition to MLS listing, Seller authorizes Broker to market property in any ways Broker deems appropriate, including but not limited to internet postings.

<u>Attorneys' Fees</u>: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

<u>Entire Agreement</u>: This Listing is the entire agreement of the parties and may not be changed except by written agreement

Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing

12) ADDENDA AND OTHER DOCUMENT need to provide are:	S: Addenda that are part of this List	ting and other document	s that Seller may
Broker cannot give legal advice. Read the attorney before signing.	his listing carefully. If you do not un	derstand the effect of th	is Listing, consult an
Ву:			
Nisha Shah (Broker Lic # 0647057)	Seller Name	Signature	Date
Seller(s) Initial:	Broker/Associate Initial:		Page 3