



RAIN Realty LLC
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RESIDENTIAL REAL ESTATE LISTING AGREEMENT
Exclusive Right to Sell

Seller(s): \_\_\_\_\_ Day Ph: \_\_\_\_\_
Address: \_\_\_\_\_ Eve Ph: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_ Cell Ph: \_\_\_\_\_
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

1) Seller instructs RAIN Realty LLC (hereinafter referred to as "Broker") as sole and exclusive agent with exclusive right to sell property identified below and list in the Multiple Listing Service (MLS) and MLS websites.

Property Address: \_\_\_\_\_
City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2) Listing Price: Seller instructs Broker to market the Property for the gross sales price of \$ \_\_\_\_\_ (listing price). Seller may change the list price at any time by written instruction by email to Broker.

3) Listing Term: This listing begins on \_\_\_\_\_ and ends at 11:59 pm, 6 months thereafter on the same number day of the month. If that number day does not exist (i.e. February 30), then listing ends the last day of that month. Seller may cancel this listing at any time upon written notice; however, all Broker's fees are non-refundable.

4) Broker's Fee:

- Input boxes for Broker's Fee options: \$450 Flat Fee Listing, \$999 Flat Fee Listing with Full Representation.

Either above fee is considered earned by Broker regardless of who ultimately procures a buyer for the property, and is payable upon execution of this agreement. In addition, Seller agrees to pay a 3% Buyer's Agent commission to any agent who procures a Buyer who closes a transaction. Seller is aware that all commission rates are negotiable with listing Broker only prior to property being entered in MLS.

- Input boxes for Broker's Fee conditions: Broker will forward all buyer inquiries directly to seller, Broker will actively pursue and screen buyers and assign an agent show property.

5) Access to Property and Seller contact information in MLS:

- Input boxes for Access to Property options: Broker will supply an Electronic Realtor Keybox, Seller will place a combination keybox on the property, Seller does not want to use a keybox.

Seller(s) Initial: \_\_\_\_\_ Broker/Associate Initial: \_\_\_\_\_

Showing instructions:

- Show any time - no appt required; "courtesy call" to inform Seller of showing (requires Realtor keybox).
- 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

If Seller does not wish Broker to show the Property to prospective buyers that Broker represents, Seller shall notify broker as such in writing.

Seller(s) Initial: \_\_\_\_\_

Broker/Associate Initial: \_\_\_\_\_

