

Floyd Realty Group  
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Houston Tx Residential Real Estate Listing Agreement  
Exclusive Right to Sell - Limited Service with exclusive right to sell property identified below and list in the Multiple Listing Service (MLS) HAR, and Realtor.com.

Listing Type and extras, check the following:

- 12 month Flat Fee MLS - \$250
- 6 month Flat Fee MLS - \$175
- Showing Service and Feedback - \$50
- Real Estate Photography - \$145

**Listing Term**

This listing begins on \_\_\_\_\_ and ends at 11:59 pm, 6 or 12 months thereafter on the same number day of the month depending on listing type. Seller may cancel this listing at anytime upon written notice; however, all brokers' fees are non-refundable. Above fee is payable upon execution of this agreement. In addition, Seller agrees to pay a Buyer's Agent commission to any agent who procures a Buyer who closes a transaction for the purchase of the property for the list price or any other price acceptable to Seller. Seller is aware that all commission rates are negotiable with listing agent prior to property being entered in MLS. Seller is offering a commission of \_\_\_\_\_ to buyer's agent. If a buyer's agent is involved and negotiations are required or requested by seller, a fee of \$500 will be paid to listing broker at closing.

Seller(s): \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

Seller appoints Floyd Realty Group (hereinafter referred to as "Broker") as sole and exclusive agent

Property Address \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

**Listing Price**

Listing Price Seller instructs Broker to market the Property for the gross sales price of \$ \_\_\_\_\_

**Multiple Listing Service (MLS) Rules and Regulations**

Broker is licensed by the State of Texas, and is a member of Houston 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:

- a) 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.
- b) 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.

- c) Faxing Broker a complete copy of any contract entered into with a buyer 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.
- d) Supplying Broker with a copy of the HUD-1 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 HUD-1 Settlement Statement upon closing.

**Agency Relationship and Intermediary Status**

Broker will exclusively represent Seller in the sale of the Property.

- 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
- shall comply with the Real Estate License Act

**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;
- 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 without consent.
- Seller will pay all typical closing costs charged to Sellers of residential real property in Texas.

**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 key box. 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 providing incorrect information to Broker, other brokers, or prospective buyers.

**Miscellaneous Provisions**

Default : 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. Marketing: In addition to MLS listing, Seller authorizes Broker to market property in any ways Broker deems appropriate, including but not limited to internet postings. Broker cannot give legal advice. Read this listing carefully. If you do not understand the effect of this Listing, consult an attorney before signing.

\_\_\_\_\_  
Mark D. Floyd, Broker Lic. #0542155 Seller Signature - Date  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Seller Signature - Date  
Print Name \_\_\_\_\_