

## **Prestigious Homes Realty MLS Agreement Important!!!**

Everything with an <x> needs to be filled in correctly for us  
to start your listing ASAP !! Thanks

Please Fill out form and fax back to 1-561-880-6838

Areas Marked with an x must be filled or checked If you need help call 561 392 2450  
this agreement will be used to list property as a rental in the Multiple Listing Service

**NOTE : Hereafter the Seller shall be known as the  
Leasor and the Buyer shall be known as the lease.  
The Price shall be known as The Rent**

1.) This agreement is dated {x} \_\_\_\_\_ between Prestigious Homes Realty hereafter known as the Company  
and Property Owner(s) {x} \_\_\_\_\_ herein the Seller (s).

2.) Seller desires to list the following property (herein the Property) for sale in the (MLS) multiple listing service. Address  
{x} \_\_\_\_\_

County of \_\_\_\_\_

3.) The Listing price of the property and all improvements that are offered for sale shall be

{x} \$ \_\_\_\_\_. The rent/price whichever applies of home shall be the same in all media that is advertised by the  
seller or Realtors. If a lower price is advertised publicly for the home by the seller then that price will become the new listing  
price. If two prices are consistently advertised to the public your listing might be withdrawn from the MLS and no refund  
will apply. Seller is solely responsible for determining the appropriate listing price. Seller reserves right to amend the listing  
price, any changes to listing price will be submitted in writing to Broker and signed by seller. Once Broker has signed  
authorization to change

list price it will be submitted to MLS. 4.) This professional service agreement shall commence on {x}

\_\_\_\_\_ (the date accepted by the Company) and shall expire on {x} \_\_\_\_\_ (or in 6 month period which  
ever date comes first ). 5.) Under this agreement, the Seller can sell his/her property himself/herself to any Buyer not  
procured by a participating Realtor, in which case no Buyers Agent commission is due or payable under section 9 below..  
Important:

**You as the seller must keep Prestigious Homes Realty informed of your status every 60 days and if  
the property goes under contract you must contact Prestigious Homes Realty via E mail at  
PrestigiousBoca@aol.com with information on the date the property went under contract , the  
purchase price, lastly if there was a realtor involved, and if so provide their name and company.**

6.) In consideration of this professional service agreement, The Company agrees to: List Home in the MLS A  
Limited Service Listing. Prices for these programs are on the next page , by choosing options 1 or 2 .

**Option 1**

**\*\*Palm Beach, Port St Lucie, Dade, Broward, Counties (Martin county thru Palm beach county MLS) Orlando, Orange, Osceola, Hillsborough, Lake, Polk, Seminole, Pasco, and West Volusia, Lakeland, Greater Tampa, Orlando, N Florida: Jacksonville Duval, Clay, Putnam Counties (write in County**

**(write in county and city )**  
**{X} \_\_\_\_\_**

**Option 2**

**\*\* ) Palm Beach, Port St Lucie, Dade, Broward, Counties (Martin county thru Palm beach county MLS) Orlando, Orange, Osceola, Hillsborough, Lake, Polk, Seminole, Pasco, and West Volusia, Lakeland, Greater Tampa, Orlando, North Florida: Jacksonville Duval, Clay, Putnam Counties (write in county and city )**

**{X} \_\_\_\_\_**

**\$199 includes The MLS and Realtor.com (Internet) / With Our Membership in Realtor.com, This gives the Seller, in the sections in Realtor.com; Scrolling Text, The Remarks and the Phone number that appears in Realtor.com a guide to the Seller's Contact Information on Prestigious Homes web site for the seller. Realtor.com powers dozens of Internet sites such as AOL, MSN, excite, and many more ( sites subject to change) Your Phone Number is Always listed in the MLS and our Websites.**

**3 photos, 2 changes (changes are per item) and w/ membership rights in Realtor.com NOTE: You (the seller) must always keep us informed of updates of status of property (active, pending, sold,) of listing every 60 days or listing will be in violation of MLS rules. And you (the seller) will be responsible for any fines imposed by the MLS. Also property can be taken off the market if seller fails to notify Prestigious Homes Realty, via email / [prestigiousboca@aol.com](mailto:prestigiousboca@aol.com)**

**\$159.99 Includes The MLS & Realtor.com (internet) , BUT WITHOUT OUR MEMBERSHIP IN REALTOR.COM (Our Membership leads Potential Buyers directly to your contact information from Realtor.com. Realtor.com powers dozens of internet sites, thus do not expect leads from the internet! ) you can always change now, on page 6 . If you need a further explanation call 561 392 2450 (1 photo, 1 change). NOTE: You (the seller) must always keep us informed of updates of the status of your property (ex; active, pending, sold, ) of your listing each month or a listing will be in violation of MLS rules. And you (the seller) will be reasonable for any fines imposed by the MLS. Also property can be taken off the market if seller fails to notify Prestigious Homes Realty, via email [prestigiousboca@aol.com](mailto:prestigiousboca@aol.com)**

List the Property in the {x} \_\_\_\_\_ county (your local MLS) Multiple Listing Service (MLS). With your name and phone number so Realtors can contact you directly and if they call us, we forward the calls to you. Changes to MLS listing are extra. If there was a mistake by us we will fix it for free. You are allowed two price changes as long as your MLS allows. If we are billed for a price change by your MLS then you the seller would need pay for that change. B) Place an ad on the Internet on Realtor.com. C) Photo to be taken of the property by owner to be placed in the MLS Listing and Realtor.com. Sent by e-mail or by mail.

**{X} Seller/Leasor must fill out this Additional Information needed to place property as a rental in the MLS.**

- {x} Who will pay the water utilities / The Owner or The Tenant {X} \_\_\_\_\_**
- {X} Who will Pay the Electric bills / The Owner or The Tenant {x} \_\_\_\_\_**
- {x} Who pays cable or direct TV / The Owner or The Tenant {X} \_\_\_\_\_**

<u>Answer all</u>	<u>{x} yes or no</u>	<u>Write in amount</u>
<b>Pet deposit</b>		\$
<b>Security deposit</b>		\$
<b>First month</b>		\$
<b>Last month</b>		\$

ADDITIONAL SERVICES AVAILABLE BY REQUEST

(these services can be ordered any time)

Pick; Y= yes N=no for optional services below ( if left blank is a no answer)

A. Listing in additional MLS Boards 150.00 \_\_\_\_\_ y/n \_\_\_\_\_ county

B. For added security

\* Electronic lock box available ONLY in Palm Beach, Port St Lucie Dade and Broward Counties, call for details...Requires a \$110 dollar refundable deposit + the \$45 rental fee the \$110 deposit will be refunded when the lock box is returned in good working condition if you want supra lockbox than Additional \$110 dollars will be charged to your credit card along with the \$45 rental fee= total charge of \$155.00

C. (X) Sign here. \_\_\_\_\_ . Lockboxes will be picked up in Boca Raton and you will retrieve the lockbox from your location when you are done and return the lockbox to Prestigious Homes. There are no refunds on lockboxes that are not returned or are broken . Electronic lockboxes will be in working order and tested upon return. If needed, Prestigious Homes can pick up lockboxes for a fee this will at prestigious homes discretion. We bill Lock Boxes at the time of pick up, please do not add to your total amount the Lock Box Deposit to be charged (located in page 5)

D. Additional Photos

Each Photo \$20 \_\_\_\_\_ # of photo

Or

E. Additional photos \$70 \_\_\_\_\_ y/n in MLS & Realtor.com

7.) Termination: Seller can withdraw their property from the market by giving written notice to the Company at any time via email. There cannot be a contract pending on the Property involving a buyer who was procured by a participating Realtor. A refund will only be provided if the Company does not accept this agreement or this service is canceled before the listing is entered into the Multiple Listing Service. (MLS). You will be provided with a copy of the MLS listing. Seller may not terminate this agreement while the property is under a sales contract to purchase. If this agreement expires while the property is under contract sellers obligation to pay the Buyers Agent commission below shall survive termination and continue until the closing when the said Buyers Agent Commission is payable. Seller must pay said Buyers Agent Commission if within thirty days after listing expiration date or termination the seller enters into a contract to transfer the property to any buyer who was shown the property by a cooperating agent during the term of the listing contract. 8.) Personal Property included in the sale (please list all appliances included, I.E. REFRIGERATOR, DISHWASHER, STOVE, CEILING FANS) {x} \_\_\_\_\_

9.) Seller agrees to pay the Company a professional listing fee listed in Authorize to Bill My Card corresponding to the Fees listed above of this agreement and any other additional services checked. The flat fee is earned, due and payable in full upon the execution of this agreement by Seller.

Should a participating Realtor, including Prestigious Homes Realty, procure a buyer who is ready, willing and able to purchase the above described property at the listed price or at another price acceptable to the Seller then the Seller agrees to pay a selling agent (herein referred to as the Buyers Agent commission) professional fee of {x} \_\_\_\_\_ (put in exact amount) commission based on an {x} \_\_\_\_\_ (ex. annual , semi-annual ) , or by to selling agent. you needs to pick an exact number for the%). Based upon the agreed sales price of the property. If seller chooses, any changes to the Buyers Agent Commission offered must be submitted in writing and signed by seller and any such changes will not be effective until submitted to the MLS for revision. 10.) Seller agrees that the responsibility for the care and custody of said property shall not be Company's and Company shall not be liable to Seller(s). for any damages, which may occur to said property. Seller(s). shall make arrangements for any and all showings of property by appointment with buyers and buyer's agents. If, desired the seller(s) will provide a lockbox at seller's expense to make the property available at sellers sole discretion. The Company shall be held harmless for any and all liability, claim, judgment, obligations or demands, including reasonable attorney fees, arising as a result of the seller's use of a lock box, or the actions of potential customers or selling agents. 11.) Seller agrees to give notice to Company within 24 hours of the date when a contract is executed and becomes a pending sale and the date when the property closes. The failure to do so may result in a possible fine to the Company, which will then be charged to the Seller(s). Seller(s) will authorize written verification by the escrow agent that all required deposits have been paid. 12.) NO GUARANTEE: Seller understands that this agreement does not guarantee the sale of the property. 13.) Seller(s). 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. 14.) Hold harmless clause: In connection with any litigation arising out of this contract, the prevailing party shall be entitled to recover all costs incurred including reasonable attorneys fees for services rendered in connection with such litigation, including appellate proceedings and post judgment proceedings. 15.) Marketable Title Clause: Seller(s). warrants and represents that no later than time of closing; he/she shall be able to convey marketable title to the property. 16.) The person signing this agreement warrants and represents that he/she is properly authorized to enter into this agreement. A signature transmitted by telefax shall be deemed to have the same effect as an original signature. This agreement shall be binding on all heirs, successors, assigns, and personal representatives of the Seller(s). 17.) Property defects: Seller(s). 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(s) has fully reviewed this agreement and warrants the accuracy of all information. Seller(s) agrees to indemnify and to save and hold harmless the Company and those relying on information contained in this agreement for and against damages resulting from any inaccuracy and/or the Seller's (s) failure to disclose any information. If Seller(s) has not disclosed to Company any defects except as set forth herein. Latent Defects: Seller(s) agrees that where seller knows of or becomes aware of facts materially affecting the value of the Property, seller is under a duty to disclose said facts both to the buyer and to the realtor. If seller knows of or

becomes aware of such facts, he/she shall set them forth in writing on the following defect disclosure section. Seller agrees to indemnify and hold harmless listing agent and company and those relying thereon for damages resulting from the inaccuracy of said information and from OWNER'S failure to disclose any facts materially affecting the value of the Property. This duty shall continue through to date of closing. >>

**LIST DEFECTS, DISCLOSURES, ADDITIONAL PROVISIONS, ETC.: (IF NONE, PLEASE WRITE NONE) {x}** \_\_\_\_\_

**Do you have a dog or large animal in your home? Yes {x} \_\_\_ No{x} \_\_\_**  
**if yes , describe** \_\_\_\_\_

- 18.) Seller has reviewed and understands the Broker Relationship Notice set out below.
- 19.) Seller understands and agrees that the Company shall not act as an escrow agent in connection with the sale of the listed property.
- 20.) Seller agrees to state honestly the dimensions, characteristics and condition of the property to be entered into the multiple listings to the best of their knowledge, Company assumes no liability at all for inaccuracies errors or misstatements made by seller. Company does not conduct any survey of property to verify accuracy of any information provided to it by seller and is not to be held responsible for the accuracy of the information. Seller has reviewed the information shown on this agreement and the data input forms provided to Company and hereby acknowledges it to be true and correct.
- 21.) Seller may append an item or change an item contained in the listing a maximum of 1or 2 item changes depending on the order chosen with no charge. Major changes made to the listing will result in a charge by this company. 22.) Prestigious Homes will submit the Information you have provided in your input form to the MLS in your local area. We will try and always fix errors made by you and the local MLS of your area, but the final decisions on your MLS Data input are controlled by your local MLS. Further that once a listing is placed in your local MLS there is no refunds or charge backs allowed. You will be allowed 1or 2 depending on the order chosen, item changes maximum as long as there are no fees billed by your local MLS to Prestigious Homes Realty. Any additional changes will be at a rate of 35 dollars per 2 changes. Corrections to mistakes made by your local MLS will be worked on by Prestigious Homes but there is no guarantee that we will be able to control the outcome. Listings will be submitted within 24 business hours to your local MLS after receipt of a properly filled out MLS agreement. Listings usually show within 24 – 48 hours. If your local MLS is experiencing difficulties you agree to allow 7 business days for the MLS to input Data and have home listed. Realtor.com receives their property information from the various MLS Boards. Prestigious Homes does not guarantee the information in Realtor.com but will edit and add remarks to listings that are shown in Realtor.com through our membership account. All changes must be requested in via Email which we use as your ID , and you need include the full address Via Email by the Seller(s) and delivered to listing agent. (Facsimile copies are accepted if signed and fax number matches our records).

<p><b>Accepted by the Company Prestigious Homes (broker)</b></p> <p>_____</p> <p><b>Date: Date:</b></p> <p>_____</p>	<p><b>Accepted by Seller (s): all signatures of title holders required</b></p> <p><b>(X)</b> _____</p> <p><b>(X)</b> _____</p> <p><b>Date X</b> _____</p>
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**Please sign and fill in proper information where you see an ( X )**

<b>Company Contact Information:</b>  <b>Mailing Address: Prestigious Homes</b> 1251 SW 19 street Boca Raton, Fl 33486  <b>Phone: 561 392 2450,</b>  <b>Fax to : 1-561-880-6838</b>  <b>Email photos here</b> PrestigiousBoca@aol..com	<b>Seller Contact Information:</b> x _____ <b>Name</b> x _____ <b>Name:</b>  x _____ <b>Address:</b>  x _____ <b>City state:</b>  <b>Zip: x</b> _____  <b>Phone: x</b> _____  <b>Fax: x</b> _____  <b>Email: x</b> _____ <b>used as your ID with us!</b>  <b>2<sup>nd</sup> Email : x</b> _____
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I AUTHORIZE TO BILL MY CARD SECTION If you place a charge back with your credit card company (on purpose or by mistake) for an order that you placed and received, there will be a \$75.00 research fee charged to your account upon reversal of the charge back by our merchant provider to cover our investigative expenses to prove that you did make the purchase and that you did receive it. NO EXCEPTIONS! - If you do not remember making the purchase - call the number on your statement next to the charge BEFORE calling your bank! ANY FINES CHARGED TO OUR OFFICE BY THE MLS FOR THE SELLER BREAKING ANY MLS RULES ARE THE RESPONSIBILITY OF THE SELLER. Fraudulent Charges - Stolen Credit Card Purchases: We log IP strings on all orders - any orders coming back as a charge back due to fraudulent activities will be diligently pursued through your local jurisdiction for prosecution to the fullest extent of the law! \*\*\*\*

**(PLEASE FILL IN AMOUNT) \$159.99 or \$199.00 or Special Promo \$239 gives customer 2 extra photos , and 5 more item changes , and 1 full remark change - just write in \$239 and you get the extras !! (Please initial if you scratch out or make a change!)**

(Please NOTE any additional options such as lock-boxes deposits, or Prestigious Homes Realty For Sale Signs with The Seller's phone number are billed separately, after the order is placed in the MLS ., call if you need explanation)

If you need help on this form please call 561 392 2450

I AUTHORIZE YOU TO BILL MY CARD X \$ \_\_\_\_\_

{X} \_\_\_\_\_  
**Print Name Clearly**

CARD HOLDER MUST SIGN HERE {X} \_\_\_\_\_

IMPORTANT NOTICE FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE. You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

**TRANSACTION BROKER NOTICE**

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.

As a transaction broker, The Company provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds; 3. Using skill, care and diligence in the transaction; 4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the Buyer; 5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the Seller will accept a price less than the asking or listing price, that the Buyer will pay a greater price than the price submitted in a written offer, of the motivation of the any party selling or buying property, that a Seller or Buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and 7. Any additional duties that are entered into by this or by separate written agreement. Limited representation means that a Buyer or Seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both Buyer and the Seller, but the licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

X \_\_\_\_\_ Date \_\_\_\_\_  
X \_\_\_\_\_ Date \_\_\_\_\_ Signature

Seller (s)