

INSTRUCTIONS FOR LISTING YOUR PROPERTY WITH FLATLIST.COM


Please read the following and INITIAL in each box next to the numbered items below for acknowledgement.

***This page must be returned with your forms.**

Questions? Use the following emails based on your state:

Arizona: azhomes@flatlist.com (Stacie Whitfield, Designated Broker) **Hawaii:** hihomes@flatlist.com (Stacie Whitfield, Principal Broker)

Oregon: orhomes@flatlist.com (Angela Heit, Principal Broker) **Washington:** wahomes@flatlist.com (Angela Heit, Designated Broker)

- 
- 1: Attached to this page is the Listing Agreement which is a fillable form. HOWEVER, you must print it prior to closing the document, as the information will not save. A second attachment is included in this email that is the Listing Data form based on the MLS that covers your area. Some data forms are fillable, if the one attached is not, then you will need to manually complete the form. The MLS requires the data form AND a signed listing agreement be completed in order to place the listing in the MLS. Complete and sign these forms. Any information on the data form you do not know, leave blank. We will email you if we have any questions.
- 2: MLS rules require that compensation be made to the buyer's agent. This commission must be a set value, either a percent or flat dollar amount. It cannot be a range or say "negotiable", and cannot be zero. Please make sure you have entered a value on the agreement that represents what you are offering to the buyer's agent.
- 3: You will be emailed a copy of your MLS listing to review for errors/corrections. Please understand that your listing is LIVE in the MLS when we send you the copy. If you do not request corrections, you have accepted the listing as is.
- 4: All of the MLS systems syndicate to public websites, however we have NO CONTROL over the public sites that show MLS listings. Please understand that if your property is not appearing on a site and/or the information on that site is inaccurate or missing, you must contact that website owner directly to have it corrected. We only have control over your MLS listing and its content/information and are not responsible for public site displays.
- 5: If you accept an offer on your property, you MUST notify us within one business day AND verify that we have received your notice. All MLS systems levy fines if a change in the status is not reported. If you enter into a contract, and you do not notify us and we are fined, you will be responsible for that fine.
- 6: You must be available to show the property and respond to agents. Your phone number must be active at all times, and you are required to call agents back in a timely manner to schedule showings or allow agents to present offers.
- 7: All buyers are directed to our site for your information. Please make sure you have added your listing to our site and have uploaded the photos. If you have already paid for your listing but have not added your listing to our site, make sure that when you add the listing, choose the free \$0 fsbo listing in the drop down menu of package choices.

FINAL INSTRUCTIONS:

Your listing will not be input into the MLS until we have received the signed listing agreement, data forms AND at least one photo (up to 25 photos is included). Once all items are received, your listing will be entered into the MLS within one business day. We correspond via email, so please EMAIL us if you have any questions.

Please ensure that you have provided and/or completed all of the items below:

-Listing Data Form (also called Data Input Sheets) filled out and signed.

-Listing Agreement (and Addendum if applicable) filled out and signed. Please return every page.

-Listing entered on FlatList.com providing marketing remarks, driving directions and at least one photo. If you have already paid or do not want to pay via our site, choose the \$0 free fsbo listing package after choosing List Now, then the state.

After initialing in the above boxes on this form, FAX THIS PAGE and all the completed forms to us toll free, at 1-866-594-0963 or Scan/EMAIL them to the email for your state (listed at the top of this page).



Flat Listing Fee Exclusive Agency Listing Agreement

Seller's Name: _____


Property Address: _____

City: _____ State of Arizona, Zip: _____

I/we, authorize FlatListingFee.com, Inc. dba Flat List RE (referred to as "Broker" hereafter) to advertise the real property ("Property") described herein for up to one year in the Multiple Listing Service. Seller agrees to pay Broker a non-refundable fee of \$299 for the MLS service. The fee is fully earned upon activation of listing in the MLS. It is agreed between the Seller and Broker as follows:

1) Listing Price: The list price shall be: \$ _____

2) Compensation to Buyer's Broker (Procuring Broker or Agent): Seller agrees to compensate Buyer's Broker the amount of _____ % of final sales price OR \$ _____ (choose only one). The amount or rate of real estate commission is not fixed by law, the Multiple Listing Service, (MLS), Listing Broker or any Board of Realtors. The MLS rules require Seller's listing to state offered Commission. This compensation shall be entered into the MLS for Agents to view. This amount is NON-NEGOTIABLE and is IRREVOCABLE. If the Buyer of Seller's property is NOT represented by a real estate licensee AND the Buyer is NOT shown Seller's property by a real estate licensee, than Seller is NOT obligated to pay a commission to a Buyer's Broker. HOWEVER, if a Buyer's Broker is involved in the transaction, Seller agrees to pay the commission to the Buyer's Broker as set forth in this agreement. If there is a commission dispute, Seller agrees to allow the escrow company to place the amount in dispute in an escrow account until arbitrated and distributed through the MLS or the local Realtor Association. Seller agrees to indemnify and hold harmless Flat List RE from any commission claim brought by Buyer's Broker.

3) Lead-Based Paint: Seller's Initials if home is built PRIOR to 1978: _____ (if applicable) 
If any Premises structure was built before 1978, Seller shall provide a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S. Department of Housing and Urban Development. The Disclosure is available on our website, www.Flatlist.com under Seller Resources.

4) Limited Service Agency Relationship: Flat List RE is a "Fee for Service" real estate company. Signing this agreement creates a limited service agency relationship between the Seller(s) and Flat List RE and its Broker. The limited service agency relationship created consists of providing a listing of Seller's property on the local MLS. Flat List RE and its Broker **DOES NOT AND WILL NOT** represent Seller in any capacity before, during or after the sale unless the \$950 option is chosen on this agreement. Seller is advised to obtain professional legal advice both before & after signing contracts to ensure that all contractual obligations are met. Flat List RE does not practice law and does not offer legal advice.

5) Information Supplied by Seller: Seller warrants that the Property information supplied to Broker is correct and represents that to the best of Seller's knowledge, Seller understands that Broker and other members of the MLS will make representations to prospective Buyers based on the Property information supplied by Seller. Seller agrees to indemnify and hold Broker harmless in the event the foregoing warranties and representations are incorrect. Seller agrees to review listing immediately upon receipt of confirmation email and advise Broker of corrections within 24 hours. After 24 hours, seller warrants that all information in MLS listing is 100% correct. Seller agrees to utilize the change form supplied to seller via email upon listing for all future changes to Seller's listing.

6) Internet Listings: Seller agrees and acknowledges Flat List RE has no control over internet websites incorrectly posting or incompletely posting Seller's MLS Listing. Seller agrees any internet listing is not guaranteed and holds Broker harmless from any misrepresentation, errors or omissions.

7) Pricing Property: Seller understands that it is the sole responsibility of the Seller to price their property. Broker does not offer market analysis or appraisals and has not given such advice. In addition, Seller understands that Broker will not view or inspect the property.

8) Notification of Mutual Acceptance: In order for Broker to comply with applicable MLS rules, Seller shall notify Broker within 24 hours of acceptance of a Purchase Contract. Seller MUST the sale details, including sales price, closing date, buyer's agent name, and financing type. If the sale does not close, the MLS Listing can be reactivated at no additional charge upon written notice from Seller. If Broker is fined by the MLS for not reporting a status change due to the failure of Seller notifying Broker of an accepted offer, or any other material changes to the listing, then Seller shall immediately reimburse Broker for such fine.

9) Indemnification/Hold Harmless: Seller agrees by signing this agreement to indemnify, release, hold harmless without recourse, and to defend Flat List RE from and with respect to, a) any misrepresentations, errors or omissions relating to the condition or title to the property; b) and breach of any of Seller's obligations under this Authorization, including, but not limited to, Seller's commitment to pay any specified Buyer's Broker commission; c) any issue related to showings, accessibility, lockboxes or property access. This indemnification shall extend to all claims, costs damages, or liabilities that are caused by or arise out of the actions, misfeasance or nonfeasance of Seller or Seller's agent(s), including but not limited to, all costs, exposes, liabilities, including attorney fees, awards or judgments incurred by Flat List RE whether incurred in connection with the defense of any claims asserted in any arbitration or other proceedings, or otherwise.

10) Tax and Legal Advice: Seller is advised to seek legal and/or tax advice prior to signing any real estate documents or agreement including, but not limited to this Listing Agreement. Seller understands and agrees that the Broker has not given any such advice.

11) Changes and/or Cancellation of Listing: Seller may make changes to their listing at any time without charge. All changes must be in writing using the change form provided to Seller from Broker. Seller may cancel their listing at any time without refund and the LISTING FEE IS NON-REFUNDABLE, regardless of the reason for cancellation. If seller's phone number becomes disconnected or unavailable, or if Seller fails to respond in a timely manner to agents attempting to obtain information, show or present an offer, Broker may cancel the listing in the MLS without refund to Seller.

12) KEYBOX: Seller may opt to utilize our MLS Key Box service. However, if Property is not Seller occupied, Seller shall be responsible for obtaining occupants' written permission for use of the key box. Neither Broker, Buyer Broker or the MLS and/or Realtor Association is an insurer against theft, loss, vandalism or damage attributed to the use of MLS kebox. Seller is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a key box is being used and obtaining appropriate insurance. The MLS does not allow non-MLS keyboxes.

13) Notices: Facsimile or email transmission of any signed original document or notice, and retransmission of any signed facsimile transmission or notice, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing an original document.

14) Disclosures: Seller agrees to provide fully property disclosures to any buyer or prospective buyer of any and all material facts related to ownership, building and safety information, utilities, sewer/wastewater treatment, known defects, insurance loss history, radon gas, lead-based paint, mold, flood hazards, fire hazards, seismic hazards, dam inundation and earthquake fault zones. Unless Seller is exempt from providing the Seller's Property Disclosure Statement (SPDS), Seller shall provide to Buyer's Agent and/or Buyer upon receipt of an offer or upon request, a completed and signed SPDS. Seller agrees to indemnify, defend and hold Broker harmless from and against any and all claims relevant to the information Seller provides on the SPDS. This form will be emailed to Seller upon listing.

15) FIRTPA: If applicable, Owner agrees to complete, sign and deliver to the escrow company a certificate indicating whether Owner is a foreign person or non-resident alien pursuant to the Foreign Investment in Real Property Tax Act.

16) Equal Housing Opportunity: Seller agrees to comply with all Federal, State and local fair housing laws.

Flat Listing Fee/Advertising Fee due at time of listing which is NON-REFUNDABLE

_____ **\$199 MLS Listing for SIX Months** (This option available for rental properties)

Includes the following services:

- 1) A listing in the local Multiple Listing Service for six months (may be cancelled without charge)
- 2) Unlimited changes to listing
- 3) 25 Photos on the MLS (seller to provide photos)
- 4) Realtor.com Listing and other public sites that show MLS listings
- 5) State/Federal Required Disclosures
- 6) Listing on our site, www.FlatList.com

_____ **\$299 MLS For Sale Listing Or Rental Listing for One Year**

Includes the following services:

- 1) A listing in the local Multiple Listing Service for one year (may be cancelled without charge)
- 2) Unlimited changes to listing
- 3) 25 Photos on the MLS (seller to provide photos)
- 4) Realtor.com Listing and other public sites that show MLS listings
- 5) State/Federal Required Disclosures
- 6) Listing on our site, www.FlatList.com
- 7) For Sale Sign with blank rider for seller's phone number (includes shipping, does not include post)

ADDITIONAL ITEMS (check as needed):

_____ **\$25.00** Extra Brokerage sign (one already included in \$299 package)

Seller warrants he/she has the right to sell the Property: Owner is the Owner of record of the Property and/or has full authority to execute this Contract.



Owner's Signature: _____ **Date:** _____

Owner's Signature: _____ **Date:** _____

Broker's Signature: _____ **Date:** _____

Contact & Payment Information

Email (All notices & forms delivered (pdf) via email.): _____

Best Contact Phone Numbers: _____ **OR** _____

How did you hear about us? _____ If Search Engine, which one: _____

Mailing Address if different than property address (complete if you ordered an MLS Lock box)

Payment Information

If you have not done so already, please go to our site, www.FlatList.com and add your listing to the site. You will have the option to pay or to post it for free. If you post it for free on the site, then you will need to pay using one of the following options below for manual payment:

Invoice me through Pay Pal. List an email that you want us to use to send the invoice.

_____ @ _____

Pay by Visa, MasterCard or Discover (we do not accept American Express) Complete information below.

This Agreement shall serve as receipt for payment and receipt for the non-refundable Listing/Advertising Fee

-----*Below this line shall be cut and shredded*-----

Write in your credit card information below. We destroy this information after charging your credit card.

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ Three Digit Code on reverse side of card: _____

Billing Street Address for Credit Card: _____ Zip: _____

Card Holder Signature: _____

