

# LIMITED SERVICE EXCLUSIVE AGENCY AGREEMENT-LAND

Date: \_\_\_\_\_

1. **OWNER** (List all): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cell Phones: \_\_\_\_\_ Email Addresses: \_\_\_\_\_

Home Tel #: \_\_\_\_\_ Office Tel #: \_\_\_\_\_ Fax: \_\_\_\_\_

2. **BROKER:** XRealty.NET LLC Listing Agent: Norman Domingo

Office Address: 1737 Wheyfield Dr, Frederick, MD 21701 Office Tel: (888) 838-9044 Office Fax: (800) 883-2044

3. **PROPERTY:** \_\_\_\_\_

4. **AUTHORIZATION:** Broker is hereby authorized by the undersigned Owner(s) or by the authorized representative of Owner(s) to list the Property in local Multiple Listing System (MLS) also known as MRIS.

5. **LISTING TERM / TERMINATION OF AGREEMENT:** This agreement shall be effective on \_\_\_\_\_ (m/d/y) and shall continue until midnight on \_\_\_\_\_ (m/d/y), (the "Listing Term") unless terminated by Owner at any time before the end of Listing Term with 48-hour notice by e-mail or fax. Broker retains the right to cancel this Agreement at anytime for a material breach of any provision of this Agreement by Owner. No refunds will be given by the Broker.

6. **LISTING PRICE:** The listing price of the Property and all its improvement is \$\_\_\_\_\_ (Dollars) and shall be the price entered by Broker in MLS.

7. **FAIR HOUSING:** Owner shall not discriminate with respect to race, color, religion, sex, national origin, handicap or familial status in accordance to the Civil Rights Act of 1968, the Fair Housing Amendments Act under Federal law and the anti-discrimination provisions of Maryland law and any local, county and municipal fair housing laws.

8. **BROKER'S COMPENSATION:** The Listing Fee of \$\_\_\_\_\_ (Dollars) paid by Owner to the Broker represents payment in full for services rendered by Broker in connection with this Agreement. There is no refund once the Property is entered into the MLS. A \$50 cancellation fee will be charged for an order placed and is later cancelled. Listing will be entered in MLS after payment is received and cleared and all necessary documents returned to Broker.

9. **BUYERS WITH A BROKER:** In the event that a Buyer is represented by a licensed real estate broker, Owner agrees to pay to said Buyer's Broker \$\_\_\_\_\_ or \_\_\_\_\_% of the Sales Price.

10. **DISCLOSURE OF MATERIAL FACTS:** (a) **Indemnify:** Seller agrees to indemnify, save, and hold Broker and his sales associates harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts. (b) **Hazardous Materials and Conditions:** There are environmental conditions and hazardous materials that could affect the Property and sale. Broker does not have the technical expertise to advise Seller of their presence. Seller may employ an expert to inspect for same and agrees to make reports available to the Buyer and/or it's Buyer's Agent.

11. **OWNER'S OBLIGATIONS:** (a) **Compensation to Buyer's Broker:** The entire amount of the compensation offered through the MRIS by the Broker to the Buyer's Broker shall be the sole obligation of the Owner and shall be paid in full to the Buyer's Broker by Owner on behalf of Broker at the time of settlement. **Broker shall not be held liable for the payment of compensation to the Buyer's Broker and Owner agrees to indemnify and hold Broker harmless for any such payment to Buyer's Broker.** (b) **Taxes and Fees:** Owner is responsible to pay taxes related to the sale of the Property which includes, but may not be limited to State, County and/or City Property/Transfer/Recordation Tax, Non-Resident Owner Tax or Foreign Investment Taxes. (c) **Information provided to Broker:** Owner, to the best of its knowledge shall provide to the Broker all information that is true and accurate. Owner shall be responsible for any and all inaccuracies contained in the information provided to Broker. Owner shall be responsible for reviewing the information entered by Broker and shall inform Broker immediately of any corrections and/or changes. (d) **Forms and Documents:** Owner agrees to understand, verify, review, sign and return all forms from the Broker. The information provided by Owner from these forms will be the basis of entering information with the local MLS. Any corrections to these forms shall be returned to the Broker within 24 hours of receipt. Broker reserves the right to remove the listing from the local MLS if any form is not received and no refund shall be given.

(e) **Showing:** Owner has the sole responsibility of showing the Property and agrees that the Property will be available for showing should a request is given to Owner. Owner agrees to return inquiries about the Property in a timely manner. Broker reserves the right to remove the listing from the local MLS should calls or inquiries about the Property not returned in a timely manner and no refund shall be given. (f) **Ordinances, Regulations and Statutes:** Owner has the responsibility to comply with all ordinances, regulations and statutes pertaining to the sale of the Property. (g) **Disclosures and Contracts:** Owner agrees to inform all Buyers and Agents that all disclosures and Contracts must be obtained and/or presented directly from/to the Owner. Owner agrees to present to the Buyers and Agents the Limited Service Brokerage Disclosure and all other disclosures.

(h) **Owner Advertising:** Owner has the right to advertise the Property but all advertisement shall have the following printed: Broker's name (XRealty.NET LLC) phone number: (888) 838-9044. (i) **Broker Copy of Documents:** Owner agrees to **Mail or e-Mail** to Broker a clear and legible copy of (1) Contract of Sale within 2 days of accepting a Contract and (2) Settlement Sheet or HUD-1 within 2 days of Settlement. Owner agrees to pay any fees imposed by the MLS for the non-submission of any of these 2 documents.

12. **OWNER'S ACKNOWLEDGEMENT OF BROKER'S LIMITED DUTIES:** (a) Owner acknowledges that the only duty of the Broker is to list the Property to the local MLS. Details of the included service are laid in detail in the Included Service section. (b) Owner acknowledges that Broker offers optional paid services available to the Owner for an extra fee. (c) Owner acknowledges that Broker will not hold any deposit monies. (d) Owner acknowledges that Broker shall not be liable to the Owner for any losses incurred in the sale of the Property. (e) Owner acknowledges that selling the Property may be complicated and professional legal assistance may be needed. Owner agrees to obtain such assistance if necessary. Broker does not review any contract submitted unless Owner pays Broker separately for this service. (f) Owner acknowledges that the Disclosure Forms provided by the Broker are only the mandatory State and Federal Disclosure Forms and that there could be other Disclosure Forms that are specific to the area of the property that the owner has to secure. Broker shall not be liable for the information entered by the Owner in all the Disclosure Forms. (g) Owner waives any claim or cause of action they may have against Broker and employees arising as a result of any act or omission of Broker and its employees.

13. **E-MAIL CORRESPONDENCE:** Owner authorizes the Broker to honor instructions for changes on the MLS listing coming from the e-mail address(es) \_\_\_\_\_ of which one of the e-mail address listed is the same e-mail address used in sending payments to the Broker through PayPal.

14. **INCLUDED SERVICE:** · Entry to the Local MLS (MRIS) · Appearance in Realtor.com and all other websites that feeds from the MLS · 6 Photos in MLS · Unlimited text changes to the listing · Standard Printable Flyer · State and Federal Disclosure Forms necessary to close the transaction · Leads and Agents forwarded to you · Owner decides the commission to give the Buyers Agent.

15. **LEGAL CONSTRUCTION:** This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Owner warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Owner has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall survive execution and delivery of the deed and shall not be merged therein. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

16. **SIGNATURES:** The signatures of the parties of this Agreement confirm that the parties have read and accept all the terms and provisions to this Agreement.

_____	_____	_____	_____
Owner	Date	Owner	Date
_____	_____	_____	_____
Owner	Date	Owner	Date
_____	_____		
Agent	Date		