

## GETTING STARTED with FlatList.com

Thank you for choosing FlatList.com for your MLS services. I have included a checklist to streamline the listing process. HOWEVER, feel free to call me anytime at 1-866-215-5265 if you have questions or Email [azhomes@flatlist.com](mailto:azhomes@flatlist.com) or

<input type="checkbox"/>	<b>1: Complete The Flat Listing Fee Agreement</b> attached. This agreement allows sellers to retain the right to sell the home themselves. (4 pages).
<input type="checkbox"/>	<b>2: Download and complete Listing Input Form</b> If you haven't already printed this form, then do so at <a href="http://www.FlatFeeArizona.com">www.FlatFeeArizona.com</a> . Click on the List Now page and then download the input form based on the county and property type. There will be info. on these forms you will not know (area, listing ID, etc.), please leave the fields that you do not know blank, we will email you if we have questions. Usually it is information we can obtain or will know.
<input type="checkbox"/>	<b>3: Marketing Remarks</b> Email marketing remarks to <a href="mailto:azhomes@flatlist.com">azhomes@flatlist.com</a> . We are limited to the following character count based on the MLS that your property will be entered: ARMLS (Maricopa/Pinal counties): 600 characters including spaces/punctuation TARMLS (Pima county): 450 characters including spaces/punctuation IMPORTANT: You are not allowed to have your phone number, a web address and/or an email in this section as the MLS does not allow it. Your contact info. will be listed in the seller fields in the MLS so agents can contact you. We send all buyer emails/leads to your email.
<input type="checkbox"/>	<b>4: Driving Directions</b> Email driving directions, up to 100 characters including spaces to <a href="mailto:azhomes@flatlist.com">azhomes@flatlist.com</a> . NOTE: You may send these in one email along with the marketing remarks and photos.
<input type="checkbox"/>	<b>5: Photos</b> Email up to 15 digital photos, (upright photos only and no panoramas) to <a href="mailto:azhomes@flatlist.com">azhomes@flatlist.com</a> You may send these in one email along with the marketing remarks & driving directions. Please be sure to put your address in the subject field.
<input type="checkbox"/>	<b>6: Payment</b> Choose one of the payment methods on the 4th page of listing agreement
<input type="checkbox"/>	<b>7: Submitting MLS Forms for Input</b> Please make sure all forms are completed and signed. Fax the Listing agreement and data input form to my confidential, toll free fax line, 1-866-594-0963. Your Listing will be input within one business day. If you want the listing in before the weekend, fax the forms no later than 5:00 pm on Thursday

### What to Expect After Submitting Forms

- Within one business day, I will create and activate your MLS listing; your data, contact info. and photos become immediately viewable to agents; I will then email you a complete copy of the MLS listing to review. At that time, you may email any changes/corrections. Along with this email, you will receive disclosures and a change form for future changes.
- If you ordered an MLS lock box, it will arrive within 2 business days. TARMLS lock boxes must be picked up and paid for at the Tucson Association of Realtors (see listing forms).
- Most of our communications is via email, please make sure you check your emails frequently.

Stacie Whitfield, Designated Broker 1-866-215-5265



## Flat Listing Fee Advertising & Exclusive Agency Listing Agreement

**Seller's Name(s):** \_\_\_\_\_ hereby grants FlatListingFee.com, Inc. (Broker) DBA Flat List RE (hereafter referred to as Flat List RE and/or Broker) to list the property located at \_\_\_\_\_ City \_\_\_\_\_ in the state of Arizona, Zip \_\_\_\_\_ in the multiple listing service as a limited service listing, commencing on listing input date and expiring one year from entry into the MLS. Seller may terminate listing prior to expiration, provided that Seller complies with #10 of this agreement.

**A: Listing Price:** The list price shall be: \$ \_\_\_\_\_ Listing Price may be changed by written request.  
**B: Compensation to Buyer's Broker (Procuring Broker or Agent):** 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. Seller agrees to compensate Buyer's Broker the amount of \_\_\_\_\_ % of final sales price OR \$ \_\_\_\_\_ (choose only one). 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 a 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.

**C: Lead-Based Paint: Seller's Initials if home is built PRIOR to 1978:** \_\_\_\_\_  
 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. Broker will provide the Lead Based Paint Disclosure Form for no additional charge via email.

**1) 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.

**2) 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.

**3) 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 Flat List RE 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.

**4) Flat Listing Fee/Advertising Fee:** Seller understands that the Flat Listing Fee/Advertising Fee that Seller has paid to Broker upon execution of this Agreement, is a non-refundable advertising fee for the submission of the listing to the Multiple Listing Service.

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

**6) Pricing Property:** Seller understands that it is the sole responsibility of the Seller to price their property and are advised to employ a licensed appraiser if Seller needs a price opinion. 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.

**7) 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 provide the Purchase Contract to Broker by faxing it to 1-866-594-0963. 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 the sale due to the failure of Seller notifying Broker of an accepted offer, then Seller shall reimburse Broker for such fine, not to exceed \$500.

**8) 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 attorneys 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.

**9) 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.

**10) Cancellation of Listing:** Seller may cancel their listing at anytime without charge provided, however, Seller is not in contract with a Buyer. If within six months of cancellation, Seller accepts an offer from a Buyer previously represented by a real estate licensee, Seller agrees to pay to such real estate licensee the commission specified herein to be paid to Buyer's broker; this provision shall not be rendered null and void by cancellation. All changes must be in writing. If Seller cancels their listing, the LISTING FEE IS NON-REFUNDABLE, regardless of the reason for cancellation. If Broker elects to terminate this agreement, Broker shall promptly refund the Flat Listing Fee/Advertising Fee paid to Broker hereunder, less \$100 for expenses incurred by Broker.

**11) Key Safe:** Seller may opt to utilize our Key Box service. However, if Property is not Seller occupied, Seller shall be responsible for obtaining occupants' written permission for use of the key safe. 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 key safe. Seller is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a key safe is being used and obtaining appropriate insurance.

**12) Notices:** Facsimile 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.

**13) 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.

**14) 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.

**15) Money Back Guarantee:** If Seller chooses to use a traditional real estate agent, Seller may request *Broker to refer* Seller's listing to an agent of Broker's choice and Seller will receive a credit at closing for the Flat Listing Fee/Advertising Fee. This credit shall be from the Listing Commission upon close of escrow with that agent.

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

**MLS ENTRY ONLY**

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

\_\_\_\_\_ **\$299 - Listing/Advertising in the Multiple Listing Service**

*Includes the following services:*

- 1) A listing in the Multiple Listing Service for one year (may be cancelled without charge)
- 2) Unlimited changes to listing
- 3) Photo gallery (maximum photos allowed on MLS)
- 4) Realtor.com Listing with four photos
- 5) State/Federal Required Disclosures

*\*Flat List RE does not represent Seller/Lessor in their transactions unless the \$950 at closing is chosen below.*

*\*\*Your listing will appear on hundreds of real estate websites within a couple of days after we enter it into the MLS.*

*However, we have no control over those websites and/or the extent of the content of your listing or photos.*

\_\_\_\_\_ **\$99 - RENTAL PROPERTIES - MLS Entry Only (Includes #1,2,6 & 8 above) \***

You may list your property for rent in the MLS using this option. \*If this option is chosen, then in this contract, Seller is replaced by Lessor, Buyer is replaced by Lessee and Sale is replaced with Lease. You may choose to list your property for sale AND for lease, however, they would be two separate listings and charged as accordingly.

\_\_\_\_\_ **\$100.00 Professional Sign Installation.** Includes flyer box, brokerage sign and blank rider for seller's number. Sign must be available for removal upon sale. If post is lost/stolen a \$55 lost post is charged to seller.

\_\_\_\_\_ **\$150.00 MLS LOCK BOX for properties located in Maricopa/Pinal counties**

\_\_\_\_\_ **\$110.00 MLS LOCK BOX for properties located in Pima county.** The lock box is picked up and paid for by you at the Tucson Association of Realtors. We will fax an authorization so that you may pick it up.

\_\_\_\_\_ **\$25.00** Flyer emailed to seller to print as needed. Includes unlimited changes to flyer as needed.

\_\_\_\_\_ **BROKER ASSISTANCE with offers for \$950 at close of escrow**

If you choose this option, you will be charged \$950 at close of escrow and it will be paid from your sale proceeds. This is in addition to the buyer's agent commission you chose to pay. If the property fails to close, you will NOT pay this.

**Includes the following:**

Assistance with offers, counter-offers, communications with Buyer's agent, confirmation of escrow setup, inspection addendum and response support, title insurance order, Disclosure receipt verification, etc. Assistance is provided Monday through Friday from 9am to 5pm. Seller understands that this assistance is limited to these time frames and understands that all offers received during evening or weekend hours will be reviewed by broker the following business day. If Seller chooses to sign or deliver any contracts without review of Broker, Seller will hold Broker harmless for any loss or damage that may occur. NOTE: If seller's property fails to close, the \$950 is NOT due. If seller sells to their own buyer not working with an agent, Flat List RE DOES NOT assist with those transactions for the \$950 fee.

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Broker's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact 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**

Please indicate how you want to make 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:** \_\_\_\_\_