



Required items will be in **RED**. Once filled out, print this agreement and fax it back to us at 1.252.627.9355 or email it to [information@cchomerealty.com](mailto:information@cchomerealty.com). We do offer the opportunity for electronic signatures – please contact us at (800)523-2907 for more details.

**Seller(s) Name(s): (C1)** \_\_\_\_\_

**Primary Phone:** \_\_\_\_\_ **Secondary Phone:** \_\_\_\_\_

**Property Address: (C2)** \_\_\_\_\_

**City: (C2)** \_\_\_\_\_ **State: (C2)** \_\_\_\_\_ **Zip (C2)** \_\_\_\_\_

**List Date: (C3)** \_\_\_\_\_ **Listing Price (C4)** \_\_\_\_\_  
(Please allow 2 days from today's date for this date)

**Commission Offered to Buyer's Agent (C5):** \_\_\_\_\_  
(Commission must be at least 2% or more. This can be added to your asking price if needed. Commission must be one number. It cannot be a range of "TBD".)

**RESIDENTIAL REAL ESTATE LISTING AGREEMENT: Exclusive Agency – Limited Service**

1) Seller appoints **Crystal Coast Realty & Home Services, LLC** (hereby referred to as "Broker") as sole and exclusive agent with right to list for sale property identified in field (C2) and list in the Multiple Listing Service (MLS) and Realtor®.com.

2) Listing Price: Seller instructs Broker to market the property for the gross sales price indicated in field (C4). Seller will pay all typical closing costs charged to Seller(s) of residential real property in North Carolina.

3) Listing Term: This listing begins on date specified in field (C3) and ends at 11:59pm, 12 months thereafter on the same number day of the month. If that date does not exist (i.e. Feb 29<sup>th</sup>), then listing ends the last day of that month. Seller may cancel this listing at any time upon written notice; however, all Broker's fees are non-refundable.

4) Broker's Fee: Broker has taken a flat fee up front for listing and is not required any additional fees to list Seller's home on the MLS and Realtor.com. Seller agrees to buy a Buyer's Agent commission in the amount stated in field (C5) to any agent, including Broker, who procures a Buyer who closes a transaction for the purchase of the property for the list price or any other price acceptable to Sellers. Seller is aware that all commission rates are negotiable with listing agent prior to property being enter in MLS.

5) Multiple Listing Service(MLS) Rules and Regulations: Broker is licensed by the State of North Carolina, and is a member of 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 report requirements by:

1. **Notifying Broker within 24 hours, regardless of weekends, Sundays or Holidays, upon entering into a contract for sale of the property, and upon closing the transaction.** Notification by email ([information@cchomerealty.com](mailto:information@cchomerealty.com)) is recommended to give Seller a record that Broker was notified.
2. **Faxing or emailing Broker a complete copy of any contract entered into with a buyer within 24 hours to (252)627-9355**
3. **Faxing or email Broker with a copy of the Closing Disclosure or HUD-1 Settlement Statement from the closing attorney within 24 hours after closing.**

Seller hereby authorizes the closing attorney of the property to provide Broker a complete copy of the Closing Disclosure or HUD-1 Settlement Statement upon Closing.

**Seller agrees to pay all MLS penalties, fines and any other costs that Broker may incur as a result of Seller's noncompliance by failing to use a compliant yard sign, failure to provide accurate data about the home and/or report to the broker that the property is 1) under contract or 2) has closed, within 24 hours as required.**

6) Agency Relationships: Seller acknowledges receiving an explanation of the types of agency relationships that are offered by Broker and an Agency Disclosure Brochure regarding Agency Relationships in Real Estate in North Carolina. Seller acknowledges that after entering into this written agency contract, Broker might request a modification in order to act as a dual agent or designated agent in a specific transaction.

7) Seller Representations:

1. 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;
2. 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.
3. There are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
4. The Property is not subject to the jurisdiction of any court
5. All information relating to the Property, Seller provides to Broker, is true and correct to the best of Seller's knowledge.

In addition, Seller agrees to:

1. Complete any disclosures or notices required by law or a contract to sell the Property;
2. Amend any applicable notices and disclosures if any material change occurs during this Listing;
3. Not enter into a listing agreement with another broker for the sale, exchanged or lease of the Property to become effective during this listing;
4. Take down any FSBO (For Sale By Owner) yard signs on the premises. FSBO yard signs are not permitted by the State of North Carolina once a property is listed in an MLS System. Broker will provide a yard sign that complies with state law as follows: a professional metal sign with metal stand and a metal sign rider (for owner phone number) for \$75.00 upon request.

8) Seller will be provided 5 free changes to the MLS or Realtor.com Listing during the period of the listing. Additional changes are billed at \$25 per change. This fee does not include status changes which are free.

9) 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 in any act or omission not caused by Broker's negligence, including any damage or loss associated the use of a lock box. Seller agrees to indemnify, defend, and hold Broker harmless for any damages, costs, attorney's 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.

10) 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.

Mediation: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

Attorney's Fees: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

Broker cannot give legal advice. Read this listing carefully. If you no not understand the effect of this Listing, consult an attorney before signing.

X \_\_\_\_\_ X \_\_\_\_\_  
Seller Signature/Date Print Name

X \_\_\_\_\_ X \_\_\_\_\_  
Seller Signature/Date Print Name