

PERMISSION TO PLACE YOUR PROPERTY IN THE MLS - INPUT AGREEMENT
MLS ONLY LIMITED SERVICE - EXCLUSIVE AGENCY AGREEMENT (Rev 2019)

I, _____ give Don Martin permission to place the information in the Nashville, Knoxville, Memphis, or Chattanooga "MLS" (Circle ONE) the Property located at _____ located in _____ County of TN. Seller's email _____

ASKING PRICE: Initial asking price is \$ _____ Seller's one contact number to be used is _____. OK to **PUBLISH EMAIL ADDRESS YES NO.**

MLS FEE: Seller has paid an up-front fee of \$ _____. THIS PAYMENT IS EARNED BY PLACING PROPERTY ON THE MLS ONLY, AND NOTHING FURTHER. This agreement includes NO broker selling assistance. GOLD LEVEL includes some selling assistance and greater communication with broker. MLS System will issue number MLS# _____.

ADMIN FEE: Will be deducted from buyer's agent commission at closing and paid to Martin Properties on closing agent's check accompanied by closing statement to close out transaction.

TERM: Property will remain on the MLS for 3 mo ,() 6 mo ,() 12 mo ,()

COOPERATION: If MLS Realtor brings a buyer, Seller agrees to pay Commission equal to _____,(DOLLAR or PERCENT) payable at closing, less a \$45 administration fee paid to Martin Properties, deducted from buyer's agent commission, also paid at closing, and to be sent to Martin Properties at 5248 Village Trace Nashville, TN 37211, drawn on the closing agent's check sent along with closing statement.

ACCURACY of LISTING is responsibility of Seller. Changes/edits are free, but must be provided to broker in usable form at donmartin711@gmail.com. Seller to provide pictures in .jpg form. SELLER MUST VERIFY THAT PICTURES PROVIDED ARE THE PROPERTY OF THE SELLER ALONE. Pictures may not include people or for sale/contact signs. Pictures must belong to seller. Seller contact info not visible on most public MLS sites. Different MLS systems contract their information to different secondary sites at their own discretion. Martin Properties has NO influence over secondary sites.

SELLER will complete and sign permission, ltd listing, data, agency forms all in usable , flat reproducible PDF forms and pictures in .jpg form, to Martin Properties by e-mail , donmartin711@gmail.com, at which point listing will become "live" in 24 to 48 business hours. Broker will not "capture" information or pictures from any other website. All info & pix must be furnished to broker by seller.

TERMINATION: Seller reserves the right to terminate this permission at any time. NO

refund made. We observe MLS regs and TN State Law. We co-operate with other MLS brokers. Violation will terminate this listing.

BROKER OBLIGATIONS TO SELLER

This listing is defined as "MLS only" listing, in which the Broker will do NONE of the following:

- (a) Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- (b). Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- (c). Advise the seller(s) as to the merits of offers to purchase
- (d). Assist the seller(s) in developing, communicating, or presenting counter-offers
- (e). Participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

BROKER WILL communicate with seller as soon as possible after your order, and then cause said property to be listed on chosen MLS System within 24-48 hours of receipt from Seller of ALL signed MLS Input Agreements, information and pictures of property.

SELLER OBLIGATIONS TO BROKER

- (a). Complete, sign and return in legible, usable form all MLS input agreements, data input forms.(Knoxville info forms must be signed and dated.)
- (b). Provide to Broker usable, legally-owned photos in .jpg form.
- (c). Display Broker's "For Sale Sign" ONLY on property. Seller may either have NO sign, or purchase one from Martin Properties on which you can put your phone and MLS numbers. Cost is \$35.00. MLS can delete our listing for displaying the wrong sign.
- (d) Provide Broker with copy of contract immediately on acceptance, along with completed status change form.
- (e) Provide Broker with HUD-1 Closing statement immediately on closing.

ALL INFO/FORMS TO BE GIVEN TO MARTIN PROPERTIES WITHIN 24 HRS UNDER PENALTY OF FINE. FINES CAUSED BY SELLER'S SLOWNESS OR OVERSIGHT WILL BE PAID BY SELLER. I AM SELLING MY HOUSE "FOR SALE BY OWNER" Seller can be in MLS because of agency relationship with Broker as shown by signature on TAR CoA and this form. *Seller is paying for Martin Properties to put house in MLS only. By doing so, Martin Properties satisfies their responsibility *Seller responsible for accuracy of listing information.

Signature of Seller(s)

Date Don Martin, Martin Properties Date