

MLS MARKETING AGREEMENT DIYFlatFee.com

1. This agreement is dated 7/29/2024 | 4:26 PM EDT, by and between DIYFlatFee.com ("Listing Broker") and Scott Pennebaker ("Seller") designates DARRELL LEWIS as their Agent affiliated with the Listing Broker.
2. Seller desires to list on the Multiple Listing Service ("MLS") the real estate commonly known as:
Property Address: 3124 HIGHWAY 297, Newcomb, TN 37819
19,900.00
3. The seller agrees that \$ 19,900.00 shall be the listing price for the property, along with all improvements, offered for sale. The seller determined the listing price, and the Listing Broker is not responsible for the listing price. The seller has the exclusive ability to modify the listing price, any modification shall be submitted in writing to the Listing Broker. Any Seller modifications to the listing price shall be submitted by the Listing Broker on the MLS.
4. The Seller warrants and represents that the Seller will no later than at the time of closing be able to convey marketable or merchantable title to the property. The Listing Broker shall be entitled to keep the professional service fee regardless of whether The Seller is able to establish marketable or merchantable title to the Property.
5. This Agreement shall give the Listing Broker the right to list on the MLS the Property for a period starting on Jul 29, 2024 and ending at midnight on Jan 29, 2025. If left blank, a default period of six (6) months shall apply from the date of acceptance of this Agreement.
6. The Seller agrees to pay the flat fee packages listed below (due and payable upon acceptance of this Agreement).

Compliance Fee due at close.

	<input checked="" type="checkbox"/> DIY Essential	<input type="checkbox"/> DIY Plus	<input type="checkbox"/> DIY Full Service	
	+ 0.25% due at closing	+ 0.50% due at closing	+ 1.0% due at closing	

Minimum Services: The designated agent, must provide to Seller, at a minimum, the following services: (a) accept delivery of and present to Seller offers and counteroffers to buy, sell, lease or otherwise transfer any interest in the Property or any portion thereof; (b) assist Seller in developing, communicating, negotiating, and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is fully executed and all contingencies are satisfied or waived; and (c) answer Seller’s questions relating to the offers, counteroffers, notices and contingencies. All properties are subject to a \$495.00 compliance fee.

7. In consideration of the fee received under this Agreement, the Listing Broker agrees to provide the following services:
 - a. List the Property on My State MLS for a period no shorter than the period set forth under the Agreement.
 - b. Distribute Seller’s listing to Zillow.com, Trulia.com, Realtor.com, Homes.com and other brokerage websites associated with the MLS (Seller acknowledges that the Listing Broker does not control how the listing appears on any websites herein or otherwise.)
 - c. Provide all commonly used disclosure forms for the Property and real estate purchase contracts.

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8. Listing Broker acknowledges Seller has the absolute right to terminate this Agreement if Seller's termination is submitted in writing to the Listing Broker. No termination fee shall be applied, unless there is a real estate purchase contract pending on the Property. In the event of a pending contract, the Seller agrees to pay the Buyer's Agent Commission as set forth in this Agreement.
9. **The Seller HEREBY agrees that Seller will:**
- a. SP Notify Listing Broker via DIYFlatFee.com (seller log in) of any accepted offers within 24 hours of acceptance. The seller agrees to notify Listing Broker with a copy of fully executed sales contract and required disclosures within 24 hours of time after acceptance. A \$295 compliance fee plus any MLS fines assessed for non-compliance.
 - b. SP Provide Listing Broker with a copy of the Settlement Statement (HUD) within 72 hours of the closing date. The seller understands that they are liable for all MLS related fines (currently, not less than \$100 per occurrence) incurred because of the Seller's failure to comply with the requirements noted in parts (a) and (b) of this section.
 - c. SP Offer to compensate the buyers broker commission of 2.00 % (this is negotiable and could change based on negotiations with buyers broker/brokers on a per offer basis) of the sales price if the property is sold to a buyer represented by a licensed real estate broker during the term of the property at the price and terms set forth in the real estate purchase contract or otherwise in writing ; or, if the property is sold within 90 days of cancellation to the buyer that was introduced to the property by a licensed real estate broker during the listing term. (This will not apply if Seller's enter into a valid written brokerage agreement with another licensed real estate broker within this 90-day protection period.) **Commissions and Fees are not standard, are not set by law, and are negotiable.**
 - d. SP Conduct all showings of the property and open houses without a Listing Broker's assistance.
 - e. SP Provide all legally required and commonly used disclosures to any prospective buyer or buyer's broker.
 - f. SP Notify Listing Broker of and SHORT SALE. Upon notification, Listing Broker has the absolute right to terminate this agreement without refund.
 - g. SP Provide Listing Broker with photos of the property that is the sole property of the seller. The Seller further agrees to pay all MLS related fines incurred as a result of Sellers failure to comply with the requirements noted above.
10. The Seller understands that this Agreement does not guarantee the sale of the Property. **Seller further acknowledges that the Listing Broker does not hold earnest money and either the Buyer's Broker, Buyer's Attorney, Seller's Attorney or other third-party must hold the earnest money.**
11. The Seller understands that the Listing Broker is solely in the business of providing real estate brokerage services and does not provide its clients, including Seller, legal advice of any kind.
12. The Seller agrees to indemnify, defend and hold Listing Broker harmless from all claims, disputes, litigation, arbitration proceeding and any awards relating to, or arising out of, any claim for commission due Buyer's Broker. Should any court, mediator, arbitrator, or alternative dispute resolution tribunal find Listing Broker liable for any commission due Buyer's Broker, seller shall immediately pay the commission or reimburse Listing Broker the amount of such award. If the Seller fails to make such payment, Listing Broker shall be entitled to recover its costs, including attorney's fees, in seeking payment or reimbursement from Seller. The Seller further understands that the seller may be held responsible by a Buyer for any latent or hidden, undisclosed defects in the Property, which are known to the seller, but which are not disclosed to the buyer. The seller hereby agrees to indemnify, defend, and holds Listing Broker and Listing Broker's agents harmless from all disputes, litigation, judgments, costs, and legal fees incurred in the defense of the same.

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13. The Seller understands that the Listing Broker may represent buyers who become interested in the Property during the listing period. In such a case, Seller acknowledges the Listing Boker’s right to represent that buyer and thus be entitled to the commission being offered by Seller.
14. **Equal Housing Opportunity** - Seller and Listing Broker both acknowledge that it is illegal for either the owner of the property or the Listing Broker to refuse to display or sell to any person because of one’s membership in a protected class, e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable federal, state or local law.
15. The Seller acknowledges that Seller has been informed of the responsibilities imposed upon Seller under the Residential Real Property Disclosure Act. Seller agrees to comply with the requirements of this Act to the best of the Seller’s ability and to not knowingly provide any false or inaccurate information.
16. The seller acknowledges that Listing Broker has an obligation to release information to the MLS as to the final selling price, type of financing and number of days on market.
17. This Agreement shall not be amended, except by written agreement duly executed by both parties.
18. If any one or more provisions of this Agreement should, for any reason, be held to be invalid, unenforceable, or illegal in any respect, such invalidity, unenforceability, or illegality shall not affect any other provision hereof.
19. **Confirmation of Agency Status:** The confirmation of Agency Status form states, “Every real estate license is required to disclose his or her agency status in a real estate transaction...”
20. **Transaction Broker Agreement:** Seller acknowledges that Broker is not an agent of the Seller. The seller has not established a client relationship with the Transaction Broker, and the Broker is not acting in a fiduciary capacity.
21. Listing Service: Broker agrees to submit the Seller’s property listing to the MLS most appropriate for the property location at the Broker’s discretion, or an acceptable alternative MLS if separately agreed upon between Broker and Seller. Broker agrees to opt-into available MLS syndication (see MLS Listing Syndication).

THE UNDERSIGNED WARRANTS THAT THEY ARE THE SOLE OWNER(S) OF THE PROPERTY AND AUTHORIZED TO EXECUTE THIS AGREEMENT AND TO SELL THE PROPERTY AS HEREIN PROVIDED.

AGREED TO BY SELLER(S):

Scott Pennebaker

Print Name(s): _____

Signature(s): Signed by: Rebuilt Offers LLC, LLC by Scott Pennebaker, Authorized Signer

Date: DocuSigned by: 7/29/2024 4:26 PM EDT

Print Name(s): _____

Signature(s): _____

Date: _____

AGREED TO BY LISTING BROKER:

Darrell Lewis

Print Name(s): _____

Signature(s): DocuSigned by: Darrell Lewis

Date: DocuSigned by: 7/29/2024 4:26 PM EDT