

AGREEMENT OF SERVICE

This Agreement of Service (Agreement) is entered into between

_____ and _____,

hereinafter named as *Client*, and **HAVEN Realtors, LLC**, hereinafter named as *Broker*.

ONE. By this Agreement, Client orders and Broker provides a service of submitting information about Client's real property to the Multi-Listing Service (MLS) and Realtor.com website within 2 business days after signing this Agreement. Client agrees to pay Broker a one-time non-refundable fee of \$399 (three hundred ninety nine dollars) upon signing this Agreement provided exceptions set forth on Page 3 do not apply.

TWO. Prior to signing this Agreement, Client shall provide Broker with all necessary information regarding client's real property to be listed which includes but not limited to: living area square footage, number of bedrooms, number of bathrooms, lot size, rooms' dimensions etc. Client shall also provide Broker with the text to be entered onto the MLS as general property description remarks (up to 390 characters for the Public Only format, and up to 347 characters for the Agents Only format).

THREE. During the term of this Agreement which extends from the date of execution of this document until _____ (or this Agreement terminates at the time of closing on Client's property), Broker shall act as a Transaction Coordinator in relation to Client and perform all necessary duties.

FOUR. Client has the right to cancel this Agreement unilaterally at any time for any reason by notifying Broker in writing and submitting a signed Status Change form so Broker can request withdrawal of Client's property from the MLS. Broker may cancel this Agreement only if the payment for services rendered has not been received; and, in this event, Broker may immediately request withdrawal of Client's property from the MLS. If the payment is made in the form of a personal check, receipt of payment shall mean successful clearance of such check by the Broker's bank.

FIVE. Client is free to list his/her property for sale, lease or exchange with a real estate broker of Client's choice at any time. Such action will automatically terminate this Agreement.

SIX. Client is free to advertise his/her property in any way suitable to him/her and to procure a buyer for such property in which case the Client's property's status in the MLS shall be changed to "pending" and, upon closing, to "sold". In that case, no real estate commission shall be due as it pertains to Client and Broker.

DESCRIPTION OF SERVICE

ONE. Placing information about your property plus up to 6 photos on the real estate brokers' MLS. Your property will be displayed on the MLS within the 2 business days after Broker's receipt of the fully signed and initialed Agreement, and the payment. The confirmation - an MLS printout - will be mailed, emailed or faxed to you right away. This is the only real estate service provided under this Agreement.

TWO. No Exclusive Right To Sell contract required, you keep your sign with your phone number in front of your property, your phone number also goes on the MLS. If you sell your property yourself, you will not have to pay any real estate commission.

THREE. You decide what commission you wish to offer to a broker that brings you a qualified buyer, there is no required minimum or maximum.

FOUR. You are free to amend or withdraw information about your property at any time for any reason - simply notify us in writing with the instruction to do so.

FIVE. The one-time flat fee you pay for this Service will be fully refunded to you if:

- ❖ you decide to hire **HAVEN Realtors** to negotiate on your behalf as your Seller's agent with Buyer or Buyer's agent when you receive a written offer on your property. For this service, we charge 1% of the final agreed to sales price of your property; the fee will be credited to you at closing;
- ❖ you decide to switch to a full service Exclusive Listing contract and to hire a broker and an agent recommended by **HAVEN Realtors**; the fee will be credited to you at closing;
- ❖ you purchase real property using services of a broker and an agent recommended by **HAVEN Realtors**; the fee will be credited to you at closing;
- ❖ Broker fails to perform according to this Agreement.

I/we have read and fully understand the service I am/we are to be provided.

Client

Date

Client