



FLAT FEE MLS LISTING AGREEMENT

This Flat Fee MLS Listing Agreement (hereinafter referred to as the “**AGREEMENT**”) is entered into by and between _____ (hereinafter referred to as “**OWNER**”) and Hive Realty, LLC (hereinafter referred to as “**AGENT**”) on this _____ day of _____, 20_____.

WITNESSETH:

WHEREAS, Owner desires to sell his/her/its/their real property without the assistance of a full-service real estate agent; and

WHEREAS, Agent is a real estate agent or broker licensed by the State of South Carolina, who desires to assist Owner with the sale of his/her/its/their real property only as set forth herein; and

WHEREAS, Owner and Agent agree to enter into a “customer” relationship and not a “client” relationship as those terms are defined by Section 40-57-10 et seq., of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the use of the term “Agent” in this Agreement is to refer solely and exclusively to the Agent’s capacity as a licensed real estate professional, and not as an agent of the Owner unless specifically set forth hereinafter.

NOW THEREFORE, Owner hereby grants to Agent the sole and exclusive right to list the real property described herein, subject to the following terms and conditions:

1. **DESCRIPTION OF PROPERTY.** The real property which is the subject of this Agreement (hereinafter referred to as the “**PROPERTY**”) is located at:

Address _____ City _____ ZIP _____
County of _____ Tax Map # _____, State of South Carolina.

The Property includes all improvements, fixtures and appurtenances located thereon, with the exception of: _____

2. **TERM OF AGREEMENT.** The term of this Agreement shall begin on the date first written above (assuming this Agreement is fully and properly executed and any costs or fees agreed herein are paid in full) and shall expire at midnight _____ days from the date the Property is listed on the Greater Greenville Association of Realtors® (“**GGAR**”) the Multiple Listing Service of Greenville, SC, Inc. (“**MLS**”). For purposes of calculating the expiration date, the day after the Property is listed on MLS shall be counted as the first day of the Agreement.

Owner _____ Owner _____ Agent _____

3. **SALES PRICE.** The sales price of the Property shall be determined solely and exclusively by Owner. Owner's sales price for the Property shall be _____ Dollars (\$_____) or for such other price or upon such other terms (including exchange) to which Owner may subsequently agree during the term of this Agreement.

4. **AGENT'S FEES.** There are no Listing Agent Commissions under this Agreement. Owner shall pay Agent only a flat fee of Two Hundred Fifty and No/100 Dollars (\$250.00) for Agent's limited services under this Agreement. Acceptable forms of payment include cash or credit card, or as otherwise agreed between the parties. Payment must be received by Agent prior to Agent commencing its services. Agent shall provide listing information to the MLS within twenty-four (24) hours of receipt of payment.

5. **COOPERATING BROKER FEES.** Owner shall pay a commission of _____% of the gross sales price of the Property to any licensed real estate agent or broker (hereinafter referred to as a "COOPERATING AGENT". Such compensation shall be earned, due and payable upon the occurrence of any of the following events: (1) the sale of the Property during the term of this Agreement; (2) the signing by Owner of a valid contract to sell the Property, but Owner fails or refuses to complete the sale as agreed upon; (3) the presentation to Owner of a valid and bona fide written offer to purchase the Property that complies with the terms and conditions specified herein or with any terms and conditions acceptable to Owner; or (4) an option, exchange or trade agreement that is executed by Owner during the term of this Agreement.

6. **AGENT'S RESPONSIBILITIES.**
 - (a) During the term of this Agreement, Agent shall distribute the information received from Owner to MLS and other participating real estate sites in a timely manner, if Owner has agreed and paid for Agent to provide such service.

 - (b) Agent shall provide services to Owner as a Customer as that term is defined by Section 40-57-10 et seq., of the Code of Laws of South Carolina, 1976, as amended.

 - (c) Unless the parties hereto agree otherwise in writing, Agent shall not actively market Owner's Property (other than inclusion in MLS and as set forth herein), shall not arrange for nor participate in showing the Property to prospective buyers, shall not negotiate the sales price of the Property and shall not act as an escrow agent, closing agent, settlement agent, or otherwise be involved in the formalities associated with closing a real estate transaction. This Agreement defines the terms of the relationship between the parties hereto, and no other relationships, expressed or implied, shall be construed to exceed the terms of the relationship set forth herein.

 - (d) Agent is not obligated to find a buyer to purchase Owner's Property. Neither is Agent responsible for the Property itself, any fixtures attached thereto or any contents therein. Agent is also not responsible for the management, maintenance, repair or upkeep of Owner's Property.

7. **OWNER'S RESPONSIBILITIES.**

Owner _____ Owner _____ Agent _____

- (a) Owner shall provide Agent with all relevant and/or requested information about Owner's Property, including the completion of any online or hard copy forms requested by Agent. Owner must provide such information in an accurate and truthful manner, and without the intent to deceive or mislead Agent or potential buyers.
- (b) Owner is fully responsible for any errors contained in the information provided by Owner to Agent. Owner must review the temporary MLS listing information data sheet provided by Agent for accuracy and completeness, and must immediately notify Agent of any errors or misinformation. Owner is solely and exclusively responsible for the accuracy of the information provided to Agent for inclusion on MLS. Agent does not verify nor shall Agent be responsible for verifying or confirming the accuracy of any such information.
- (c) Owner acknowledges that Agent is not acting as a full service real estate agent or broker. Owner and Agent agree that Agent is only providing the services agreed to between the parties herein, and nothing more. Agent will comply with any legal obligations required under South Carolina Real Estate License Law as such law relates to this Agreement.
- (d) OWNER MUST ARRANGE ALL SHOWINGS OF THE PROPERTY, PROVIDE ALL NECESSARY DISCLOSURES, NEGOTIATE ALL OFFERS ON THE PROPERTY, COORDINATE CLOSING AND TRANSFER THE PROPERTY AT CLOSING. OWNER ACKNOWLEDGES THAT ANY TRANSACTION IN REAL ESTATE MAY BE A COMPLEX TRANSACTION AND MAY REQUIRE THE ASSISTANCE OF AN ATTORNEY. OWNER IS ENCOURAGED TO SEEK LEGAL COUNSEL TO RESOLVE ANY QUESTIONS OR CONCERNS, AND TO ENSURE THAT A VALID TRANSACTION TAKES PLACE BETWEEN OWNER AND PURCHASER. OWNER FURTHER AGREES THAT OWNER SHALL NOT ENTER INTO ANY CONTRACTS OR AGREEMENTS WHICH PROVIDE THAT AGENT HOLD EARNEST MONEY OR OTHER TRUSTED FUNDS FOR SUCH CONTRACTS OR AGREEMENTS. LIKEWISE, OWNER AGREES THAT OWNER SHALL NOT ENTER INTO ANY CONTRACTS OR AGREEMENTS WHICH PROVIDE THAT AGENT BE NAMED AS THE RESPONSIBLE BROKER FOR SUCH CONTRACTS OR AGREEMENTS.
- (e) Owner must immediately notify Agent of any changes to the Property which should be included in the MLS listing. Such changes shall include, without limitation, changes to the sales price, description or remarks, photos, commissions, etc. There shall be no additional charge to Owner for any changes made to the MLS listing by Agent.
- (f) Owner must immediately notify Agent of any changes in the status of the Property including, without limitation, any pending or closed transactions on the Property. Immediate notification, for purposes of this paragraph, means notification received by Agent within twenty-four (24) hours of any such change. The following terms shall be used to indicate a change to the status of the Property:
 - (i) Under Contract. Property is "Under Contract" when Owner has accepted an offer from a potential buyer to purchase the Property.
 - (ii) Sold. Property is "Sold" when the transaction has closed or gone through final settlement.

Owner _____ Owner _____ Agent _____

- (iii) Active. Property is “Active” if any contract or offer to purchase is rejected, terminated or likewise fails to close.
- (iv) Withdrawn. Property is “Withdrawn” from the real estate market when the Owner desires to remove the Property for sale and discontinue its listing on MLS.

The above changes in the status of the Property shall be relayed by Agent to MLS at no additional cost to Owner.

- (g) Owner agrees that he/she/it/they shall immediately advise Agent of any changes to the status of the Property as set forth above. In the event Owner does not advise Agent of such changes, or fails to advise Agent in a timely manner, resulting in the imposition of a penalty or fine from MLS, then Owner agrees to indemnify Agent for said penalty or fine.
- (h) Owner agrees to comply with any and all applicable federal, state and local rules and regulations pertaining to the sale of Owner’s Property. Owner acknowledges that Agent is not acting as a licensed attorney in respect to this Agreement and cannot offer legal advice to Owner.
- (i) Owner shall be solely and exclusively responsible for the safety and soundness of Owner’s Property, and shall indemnify and defend Agent, at Owner’s expense, by and against any liability, claims, judgments, obligations, or demands brought against Agent as a result of injuries received or damages incurred on or from Owner’s Property.

8. PROPERTY DISCLOSURES AND FORMS.

- (a) There may be legal obligations which require Owner to disclose property defects. Likewise, federal law may require property owners to disclose the existence of lead-based paint in or on the Property. Owner acknowledges the existence of these legal obligations and agrees to be solely and exclusively responsible for the fulfillment of these obligations.
- (b) AS A COURTESY ONLY, Agent may provide Owner with certain standard residential real estate disclosure forms, which may be made available on Agent’s website. Owner acknowledges that any such forms are provided “as is” and are not guaranteed to be accurate or applicable to any particular transaction. Owner hereby releases and discharges Agent, its agents and assigns from any and all liability, claims, judgments, obligations, or demands based on any latent or obvious defects with said forms. Agent encourages Owner to seek competent legal counsel as to the applicability and use of any such forms required to complete the sale of Owner’s Property.

9. MULTIPLE LISTING SERVICE. Owner agrees that the Property shall be entered in the Multiple Listing Service of Greenville, SC, Inc. (MLS), of which Agent is a member, which will constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Agent may compensate an agent or broker representing the buyer from the fee described above.

10. INTERNET MARKETING. Owner _____ agrees _____ does not agree that the listing of the Property may be placed in electronic marketing mediums including, but not limited to, the internet, MLS Internet Data Exchange (IDX) program or other similar online computing services and to share listing data with other members of MLS for marketing and advertising purposes only. Owner
 Owner _____ Owner _____ Agent _____

_____ agrees _____ does not agree to permit other real estate firms who belong to any listing service of which Agent is a member to advertise the listing on the internet in accordance with the listing service rules and regulations.

11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL AGENT'S LIABILITY FOR CLAIMS OR DAMAGES RESULTING FROM THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY OWNER UNDER THIS AGREEMENT. IN NO EVENT SHALL AGENT BE RESPONSIBLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, SPECULATIVE LOSSES OR OTHER SIMILAR DAMAGES.
12. **REFUND POLICY AND TERMINATION.** Any fees for services paid by Owner to Agent are final when paid and are NONREFUNDABLE. If Owner desires to withdraw Owner's Property from the market, Owner may do so at any time by giving Agent written notice, with which Agent shall comply within twenty-four (24) hours of receipt by cancelling the listing with MLS.
13. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Agent in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of one hundred and twenty (120) days after the date of the Closing.
14. **INDEMNITY CLAUSE.** If a Cooperating Agent claims entitlement to a commission from the sale of Owner's Property, and pursues and receives an award at either mediation, arbitration, civil litigation or any other legal proceeding, Owner agrees to indemnify and hold Agent harmless for the amount of any such award plus all out-of-pocket costs and reasonable attorney fees.
15. **SIGNATURES AND COPIES.** The parties to this Agreement agree to accept as valid and enforceable the signatures and initials of any one or more of the parties which are placed on this Agreement or any amendments and sent to the other party via facsimile machine or secure electronic means, including, but not limited to, electronic mail or the internet. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, provided all terms and conditions on each counterpart are identical. Following execution by the parties, this Agreement may be copied and each copy shall have the force and effect as any original of this document.
16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties, and shall not be amended except by written agreement signed by both parties. Any prior agreements between the parties regarding this same subject matter, whether verbal or in writing, are hereby null and void. Owner acknowledges having read this Agreement in its entirety and agrees to be bound by its terms and conditions (including any attachments and/or addendums attached hereto and incorporated herein by reference).
17. **OTHER TERMS AND CONDITIONS:** _____

Owner _____ Owner _____ Agent _____

_____.
THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING DOCUMENT. OWNER SHOULD SEEK FURTHER ASSISTANCE IF THE CONTENTS OF THIS AGREEMENT ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. ANY CHANGES TO THIS AGREEMENT MUST BE IN WRITING AND EXECUTED BY THE PARTIES HERETO.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

OWNER: _____ Date: _____ Time: _____

Mailing Address: _____

Phone: _____ Email: _____

OWNER: _____ Date: _____ Time: _____

Mailing Address: _____

Phone: _____ Email: _____

REAL ESTATE COMPANY: Hive Realty, LLC _____

Mailing Address: PO Box 614, Greenville, SC 29601 Phone: (864) 350-9300 _____

By (Agent): _____ Date: _____ Time: _____

Phone: (864) 350-9300 _____ Agent Email: terri@hiverealtyllc.com _____