



EXCLUSIVE FULL SERVICE LISTING AGREEMENT

This Exclusive Full Service 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 “**BROKER**”) on this _____ day of _____, 20____.

WITNESSETH:

WHEREAS, Owner desires to sell his/her/its/their real property with the assistance of a full-service real estate agent; and

WHEREAS, Broker 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 as set forth herein; and

NOW THEREFORE, Owner hereby grants to Broker the sole and exclusive right to sell 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 six (6) months 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.

3. **AGENCY DISCLOSURE:** (Owner must initial all applicable choices)

_____ Owner acknowledges receiving an explanation of the types of agency relationships that are offered by Broker and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the Broker and Owner.

Owner _____ Owner _____ Broker _____

Owner acknowledges that after entering into this written agency contract, Broker might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

- _____ Permission to act as a **dual agent** will not be considered.
- _____ Permission to act as a **dual agent** may be considered at the time Owner is provided with information about the other party to the transaction. If Owner agrees, Owner will execute a separate written **Dual Agency Agreement**.
- _____ Permission to act as a **designated agent** will not be considered.
- _____ Permission to act as a **designated agent** may be considered at the time Owner is provided with information about the other party to the transaction. If Owner agrees, Owner will execute a separate written **Designated Agency Agreement**.

4. **AUTHORIZED COOPERATION & COMPENSATION:** Broker has advised Owner of Broker's general company policy regarding cooperation with other brokerages as Subagents, Buyer's Agents or both. Owner authorizes Broker to cooperate with and to compensate the following: (Owner must initial all applicable choices)

- _____ SUBAGENTS REPRESENTING ONLY THE OWNER.
- _____ BUYER AGENTS REPRESENTING ONLY THE BUYER.
- _____ NONE OF THE ABOVE. (If this box is checked, property cannot be placed in the multiple listing service (MLS).

5. **SALES PRICE.** Broker agrees to employ Broker's best efforts to sell or secure a contract for the sale of the Property at a price of _____ 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.

6. **BROKER'S FEE.** Owner agrees to pay Broker a flat fee of Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) for Broker's services. Seven Hundred Fifty and No/100 Dollars (\$750.00) of Broker's fee shall be paid at execution of this Agreement and shall be nonrefundable. The remainder of Broker's fee, or One Thousand Five Hundred and No/100 Dollars (\$1,500.00) shall be paid at closing of the Property, if applicable.

7. **COOPERATING BROKERS' FEE.** Owner understands that Broker shall pay cooperating Brokers a fee of _____ Dollars (\$_____) or a commission of _____% of the gross sales price of the Property. 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.

Owner _____ Owner _____ Broker _____

8. **EARNEST MONEY.** Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the Property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of earnest money deposited, and such reimbursement may be made by Escrow Agent from the earnest money deposit. All earnest money shall be deposited in Escrow Agent's escrow account.

Owner understands that, under all circumstances, including default, escrow agent will not disburse earnest money to either party until both parties have executed an agreement authorizing the disbursement or until a court of competent jurisdiction has directed a disbursement.

9. **BROKER'S RESPONSIBILITIES.** Broker agrees to employ the best effort of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include:

- (a) Directing the efforts of Broker's organization to bring about the sale.
- (b) Advertising the Property as Broker deems advisable.
- (c) Furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of the Property.
- (d) Keeping Owner informed as to the progress of Broker's efforts in finding a buyer for the Property.

10. **OWNER'S RESPONSIBILITIES.** Owner agrees as follows:

- (a) To furnish Broker with complete and reliable information concerning ownership and the operation of the Property, and any encumbrances or liens affecting the Property.
- (b) To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the Property.
- (c) To permit inspection and showing of the Property by Broker, Broker's Agents, Subagents, Buyer's Agents, and by prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling, showings and inspections as is necessary.
- (d) To permit the offering for the sale of the Property to prospective buyers without regard to sex, race, creed, color, religion, sexual orientation, national origin, handicap or familial status.
- (e) To grant Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the Property. Owner understands and acknowledges sales data is published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Service (MLS) of which Broker is a member, for their use of same in marketing and selling of all properties listed in said publication.

Owner _____ Owner _____ Broker _____

- (f) To authorize Owner's attorneys and the settlement agent to furnish Broker with copies of the final HUD-1 settlement statement for the transaction prior to the closing date.
- (g) Not to deal directly with prospective buyers of the Property during the period of this Agreement and to refer any inquiries received directly and immediately to the Broker.
- (h) Owner agrees to maintain the Property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first.

11. **PROPERTY INFORMATION/SELLER'S PROPERTY DISCLOSURE STATEMENT.** Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the Property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed the information on the MLS Profile Sheet and completed a Seller's Property Disclosure Statement, attached hereto and incorporated herein by reference. All such information is accurate to the best of Owner's knowledge. If the Owner discovers, for any reason, a material inaccuracy in the disclosure statement, Owner shall correct the inaccuracy by delivering a corrected disclosure statement to Broker and/or Buyer.

An Owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he/she/it/they knows to be false, incomplete or misleading is liable for actual damages proximately caused to the Buyer and for court costs.

Owner agrees to disclose to the Broker any know latent defects in or on the Property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner shall not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. Owner confirms and agrees that Broker has informed Owner in writing of Owner's obligations to disclose the condition of the Property using the Seller's Property Disclosure Statement, which is required, subject to certain exceptions, by Section 27-50-70 of the Code of Laws of South Carolina, 1976, as amended.

Owner agrees to defend, indemnify and hold harmless Broker, Broker's agents/subagents, including indemnification for attorney's fees and court costs, from any and all claims of Buyer related to the condition of the Property or arising out of any information or omission of information presented to Broker by Owner.

12. **DISCLOSURE.** Owner authorizes Broker to disclose information about the Property to Broker's agents, subagents, buyer's agents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner understands that Broker may have buyer clients and/or customers who may be interested in this Property or other properties. Owner consents to Broker's showing of other properties. Owner hereby authorizes anyone having a lien against the Property, including any mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

Owner _____ Owner _____ Broker _____

13. **LEAD-BASED PAINT.** Disclosure required for dwelling unit built before 1978. Addendum attached:
 _____ Yes _____ No
14. **TAXES.** Owner covenants and agrees to comply with the provisions of Section 12-8-580 of the Code of Laws of South Carolina, 1976, as amended, regarding withholding requirements of owners who are not residents of South Carolina as defined in said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.
15. **COASTAL TIDELANDS & WETLANDS ACT.** In the event the Property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., of the Code of Laws of South Carolina, 1976, as amended), an addendum shall be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.
16. **MULTIPLE LISTING SERVICE.** Owner agrees for the Property to be entered in the Multiple Listing Service of Greenville, SC, Inc. (MLS), of which Broker is a member, which will constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent or broker representing the buyer from the fee described above.
17. **SIGNS.** Owner grants to Broker the exclusive right to display "For Sale", "Under Contract", "Sale Pending", "Sold" or other similar signs on the Property.
18. **LOCK BOX.** Owner _____ agrees _____ does not agree for an approved MLS lock box to be installed on the Property to facilitate showing and inspection of the Property. Owner acknowledges and agrees that neither Broker, nor Broker's agents, nor anyone showing the Property through MLS will be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party. Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker from any responsibility therefrom.
19. **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 _____ agrees _____ does not agree to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the internet in accordance with the listing service rules and regulations.
20. **MARKETING THE PROPERTY.** Broker shall not continue marketing the Property after an offer has been accepted by Owner, unless requested in writing by Owner to do so.
21. **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 Broker in

Owner _____ Owner _____ Broker _____

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.

22. **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 Broker harmless for the amount of any such award plus all out-of-pocket costs and reasonable attorney fees.

23. **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.

24. **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).

25. **OTHER TERMS AND CONDITIONS:** _____

_____.

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.

Owner _____ Owner _____ Broker _____

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 (Broker): _____ Date: _____ Time: _____

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