



945 MCKINNEY STREET #343  
HOUSTON, TEXAS 77002  
TELEPHONE NO. (281) 738-2648  
TELECOPIER NO. (281) 957-5357

### **Service Agreement – Flat Fee Sellers Listing Plan**

This “Service Agreement-Flat Fee Sellers Listing Plan”, referred to as “This Agreement”, is being entered into by the Owners of the Property set forth below to be listed in the HAR MLS system for purposes of selling their Property themselves, and Memorial First Realty, referred to as “MFR”. This Agreement refers to the “Flat Fee Only Listing Plan” referenced and explained at the MFR website- [www.memorialfirstrealty.com](http://www.memorialfirstrealty.com), and does not pertain to the other mentioned listing Plans. By signing This Agreement the Owners acknowledge that the fee of \$289.00 is consideration for performing the following services, known as “Basic Services”, and does not constitute a level of service outside these listed services. **Once the Owners listing has been entered in the MLS the fee of \$289.00 for this “Flat Fee Sellers Listing” will not be refunded to Owners for any reason, unless an authorized MFR Broker has decided to cancel the listing for whatever reason, and then the fee of \$289 will be refunded. Any fee paid above the \$289 basic services fee shall be considered a “cost of doing business” and will not be refunded to Owners for any reason.**

The Owners further acknowledge that they are entering into an Exclusive Agency Listing Agreement with MFR, and that it is the responsibility of the Owners to find potential buyers, other than the leads that will be automatically forwarded to Owners designated phone number through MFR’s automated phone system. The details of this Exclusive Agency Listing Agreement are explained in a separate contract, and MFR is not being compensated with a broker’s commission at the time of Closing. The compensation of \$289.00 paid to MFR is tied to the basic services outlined in This Agreement, also explained at the MFR website under the Flat Fee Only Listing Plan page, and is not paid as compensation under an Exclusive Right to Sell contract, but instead as compensation and consideration only for the following basic services set forth below.

#### **Basic Services**

1. Owners home listed in the [www.HAR.com](http://www.HAR.com) Houston Association of realtors (HAR) MLS. The MLS is the database used by all Realtors to search for homes for the buyers they are representing.
2. Owners home listed in the National Association of Realtors (NAR) website - [www.Realtor.com](http://www.Realtor.com).
3. Owners home listed on website - [www.Homes.com](http://www.Homes.com), a real estate search engine with tens of thousands of member sites, mostly real estate agents and real estate office web sites.
4. Owners home listed in the following websites: [www.Move.com](http://www.Move.com), [www.MSN.com](http://www.MSN.com), [www.WSJ.com](http://www.WSJ.com) (Wall Street Journal), [www.Netscape.com](http://www.Netscape.com), [www.Excite.com](http://www.Excite.com), [www.NetZero.com](http://www.NetZero.com), [www.Iwon.com](http://www.Iwon.com), [www.CompuServe.com](http://www.CompuServe.com), [www.Juno.com](http://www.Juno.com), and this website [www.MemorialFirstRealty.com](http://www.MemorialFirstRealty.com).
5. Owners home listed in an additional 75 local websites, including [www.Click2Houston.com](http://www.Click2Houston.com), [www.Click2Weather.com](http://www.Click2Weather.com), [www.NBC5i.com](http://www.NBC5i.com), [www.Telemundodallas.com](http://www.Telemundodallas.com), [www.KSAT.com](http://www.KSAT.com), and [www.KFOXTV.com](http://www.KFOXTV.com), plus many others.
6. Access to the Owner Resources page within this website. This page contains useful information and downloads of Texas Real Estate Commission (TREC) and Texas Association of Realtor (TAR) standard real estate forms and disclosures needed to complete your sale. An example of one of these forms is the One to Four Family Residential Sales Contract used by you and the buyer to agree on a sales price. Once we have received payment we will send an email including your user ID and password to access this page.
7. Owners will be set up in MFR’s automated phone system to receive leads from prospective buyers. Owner will also receive an automated email confirming that the lead was forwarded to your chosen phone number. Even though the phone system is very dependable, MFR does not promise or warrant 100% “up time”, and from time to time there may be system outages that are unavoidable (e.g., act of god) and MFR shall not be held liable for such outages.
8. During the listing period MFR will forward email leads we receive through the HAR.com website on Owners property to the Owners email address on file.
9. The option of easily and conveniently submitting all required listing forms online using our MLS entry tool; however, if you prefer, you could download all forms directly to your PC and mail them back to us. Submitting the forms online is easier because most fields have dropdown selections that allow picking from a list of valid choices that speeds up the entry process. Even though the web service is very dependable, MFR does not promise or warrant 100% “up time”, and from time to time there may be system outages that are unavoidable (e.g., act of god) and MFR shall not be held liable for such outages.
10. MFR will post up to 32 pictures of Owners property if pictures are supplied to MFR by Owner. MFR is not liable for taking pictures of Owners home for purposes of this listing.
11. If Owners have questions, Owners will be directed to the Owner Resources page of the MFR’s website for answers. If Owners cannot find an adequate answer at the Owners Resources page their MFR agent will be available to answer questions via email or fax.
12. Although it is Owners responsibility to execute all contracts and handle all aspects of Owners real estate transaction with Buyer or Buyers Agent, and Title Company, MFR will forward all e-mails and counter-offers directly to Owners, should we receive them. The e-mail address used for forwarding will correspond to the information collected in the “Contact Information” Form that Owners completed as part of our Flat Fee Only Listing Plan.



945 MCKINNEY STREET #343  
HOUSTON, TEXAS 77002  
TELEPHONE NO. (281) 738-2648  
TELECOPIER NO. (281) 957-5357

### **Service Agreement – Flat Fee Sellers Listing Plan**

13. Unlimited MLS changes and you can close your listing anytime through our automated phone system during the listing term. If you want to change the list price on your home email us your change request.
14. Access to download a FOR SALE yard sign template from our Owner Resources page. The sign includes our corporate logo and name, Realtor logo, and an open place to insert your contact phone number for those buyers not represented by an agent. Save the template on a flash drive and take to Kinko's, or other print vendor, to have your sign made. You pay the cost to make the sign.
15. Unlimited MLS Open House scheduling in HAR.com to be hosted by you. Send us an email of when you would like to have an open house and we will schedule it on your MLS listing. Tell us if you want the open house to be open to the public or for Realtors only, also tell us if food or drinks will be provided and we will update your listing accordingly.
16. A listing period of 1 year with an option to renew the listing period for another year. You can cancel your listing any time but the fee(s) paid MFR are non refundable. If MFR notices that ownership of the listed home has changed from the Owners named in this agreement, our staff will terminate the listing automatically.
17. MFR will attempt to get Owners listing up and running within 24 hours of receiving payment but shall not be held liable if not able to do so.
18. Owner shall decide how much to compensate buyers' agent. The amount of compensation shall be between 1% and 3% of the final selling price of Owners home, with no exceptions to this term.

**For an additional fee of \$200 the Owner will receive these "Premium Services" beyond and separate from Basic Services 1 through 18 outlined above.**

#### **Premium Services**

19. Rental of a SUPRA Lockbox during your listing period. A SUPRA will allow buyer's REALTORS access to your home for showings without you needing to be there.
20. Installation and pickup of the SUPRA Lockbox after your home sells. One of our agents will arrange a time convenient for you to get the house key(s) to be placed in the lockbox.
21. Contract with CSS (Centralized Showing Services) to professionally schedule all showing appointments. CSS offers an extra level of security because they verify the identity of all Realtors when making showing appointments. CSS will call Owners prior to accepting a showing appointment to ensure the time is fine with Owners. If the time is not acceptable, CSS will call the buyers Realtor back and reschedule another time that is acceptable with you.
22. A password and userid to the CSS website to get feedback from showings. This feature is nice because it allows Owners to track all access to home and receive showing feedback to understand what prospective buyers liked about Owners home and what they may not have liked. MFR will grant you full access to the CSS site so Owners can change showing instructions if needed and get all Realtor contact information for the Realtors that have shown Owners home.

**For an additional fee of \$100 the Owner will receive these "Other Premium Services" beyond and separate from Basic Services 1 through 18 and Premium Services 19 through 22.**

#### **Other Premium Services**

23. Rental of one of our professional yard signs to use during your listing period. Your contact number will be added to the sign so that prospective buyers not represented by agents will know how to contact you. If you opted for the CSS service, agents desiring to schedule showings will know that they must call CSS to set up a showing appointment since CSS will be entered as the showing contact in a special MLS field that only agents can see.
24. Installation and pickup of the yard sign after Owners home sells. One of MFR's agents will drive to your home and install the yard sign.

**For the incremental fees noted below Owners will receive these "Additional Services" beyond and separate from Basic Services 1 through 18 and "Premium Services" 19 through 22, and "Other Premium Services" 23 and 24.**



945 MCKINNEY STREET #343  
HOUSTON, TEXAS 77002  
TELEPHONE NO. (281) 738-2648  
TELECOPIER NO. (281) 957-5357

**Service Agreement – Flat Fee Sellers Listing Plan**

**Additional Services**

- 25. \$250 to renew Owners listing services for another year.
- 26. \$50 to prepare a Comparative Market Analysis (CMA) indicating recent sales in your area within the last six months. Sold prices on all comparables and an average sold price per square foot is provided in this report which gives Owners a clear picture of true market value, at the current time, in Owners particular area.
- 27. \$50 to switch out a SUPRA keybox should the battery fail. Even though this is not likely since SUPRA batteries are designed to last for years on a single charge, MFR must mention this in the unlikely case it should happen and in order to cover MFR’s costs.
- 28. \$50 to switch out a rented yard sign that has been weather worn.

Owners understand that since they are not entering into an Exclusive Right-to-Sell contract, any submitted entries into the MLS, and other websites, can be removed, if at a later date the Owners wish to terminate This Agreement, by contacting MFR at [bburt@memorialfirstrealty.com](mailto:bburt@memorialfirstrealty.com).

Owners also realize that MFR does not warrant, give direction to, or take responsibility for any use of the material, forms, instructions, or comments, outlined in the Owner Resources page of the website, and that this page is provided only as an aid for the Owners. In the state of Texas it is legal to sell your own home, as you are acting as your own agent under the context of This Agreement.

Owners understand that every attempt will be made to answer questions **via Fax and E-mail**, and that the Owners will have no grounds for suit, refund, or otherwise claim, against MFR, or their employees, for what is considered poor or inaccurate responses or service made by MFR, or it’s Broker. Owners further acknowledge that the responsibility of selling their home and closing their real estate transaction lies solely with themselves, and that the Owners will hold MFR, and MFR employees, harmless in the event Owners home does not sale, or complications arise during the closing with the Buyer, Buyers Agent, or Title Company.

Owners also represent that the Owners have fee simple title to and peaceable possession of the Property and all it’s improvements and fixtures, unless rented, and the legal capacity to convey the Property. Owners are not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this listing. Owners represent that any pool or spa and any required enclosures, fences, gates, and latches, comply with all applicable laws and ordinances, and that no person or entity has the right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement, and that there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property, and the Property is not subject to the jurisdiction of any court. The Owners further represent that all information regarding the Property, which Owners provide to Broker, is true and correct to the best of the Owners knowledge.

MFR, it’s employees, and Broker, are not responsible for or liable in any manner, for personal injury to any person or for loss or damage to any person’s real or personal Property resulting from any act or omission not caused by MFR’s negligence, including but not limited to injuries or damages caused by: other brokers, their associates, inspectors, appraisers, and contractors, acts of third parties, freezing water pipes, dangerous condition on the Property, the properties non-compliance with any law or ordinance.

Owners further agree to protect, defend, indemnify, and hold MFR, its employees, and Broker, harmless from any damage, costs, attorney’s fees, and expenses that are caused by Owners, negligently or otherwise, that arise from Owners failure to disclose any material or relevant information about the Property, or caused by Owners giving incorrect information to any person.

MFR advises Owners to remove or secure jewelry, prescription drugs, and other valuables. MFR cannot give legal advice, so read this contract carefully. If you do not understand the effect of this agreement consult an attorney before signing.

If you agree with everything stated in **This Agreement**, sign, date, and return this form with your listing package.

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_