FOR SALE BY OWNER (FSBO) FLAT-FEE LISTING AGREEMENT

1. 1. Parties and Property

This Flat-Fee Limited-Service Listing Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [SELLER NAME(S)], of [SELLER ADDRESS] (the "Seller"), and [BROKERAGE NAME], a licensed real estate brokerage holding license number [BROKERAGE LICENSE NUMBER] in the State of [STATE], with an office at [BROKERAGE ADDRESS] (the "Broker"). The designated broker or licensee responsible for this listing is [DESIGNATED AGENT NAME], license number [AGENT LICENSE NUMBER]. The property covered by this Agreement is the real property commonly known as [PROPERTY ADDRESS], [CITY], [STATE] [ZIP CODE], legally described as [LEGAL DESCRIPTION OR PARCEL / APN NUMBER], together with the fixtures and personal property listed at [INCLUDED ITEMS] and excluding [EXCLUDED ITEMS] (the "Property"). Notices under this Agreement are effective when delivered to [SELLER EMAIL AND PHONE] and [BROKER EMAIL AND PHONE].

2. 2. Limited-Service Listing and Agency Relationship

The Seller engages the Broker on a limited-service basis solely to perform the services listed in Section 3, and the Broker accepts that engagement. The Seller acknowledges that this is not a full-service listing and that the Broker will not act as the general representative of the Seller in the marketing, showing, negotiation, or closing of the Property except as expressly stated in Section 3. The nature of the agency or brokerage relationship created is [SELLER AGENCY / TRANSACTION BROKERAGE / LIMITED AGENCY AS DEFINED UNDER STATE LAW], and any separate agency disclosure form required by [STATE] law is attached and signed by the Seller. The Broker will comply with the license law, MLS rules, and professional standards applicable to it, and the Seller will not ask the Broker to take any action inconsistent with those obligations. The Seller understands that questions from buyers, buyer agents, appraisers, and inspectors will be directed to the Seller rather than to the Broker unless Section 3 states otherwise.

3. 3. Services Included in the Flat Fee

For the flat fee described in Section 6, the Broker will provide only the following services, each of which is either included or excluded as marked: entry of the listing into the [MLS NAME] Multiple Listing Service and maintenance of that listing during the Term [INCLUDED / NOT INCLUDED]; syndication of the listing to consumer portals and websites that receive an automated feed from the MLS [INCLUDED / NOT INCLUDED]; upload of up to [NUMBER] photographs supplied by the Seller [INCLUDED / NOT INCLUDED]; [NUMBER] listing changes such as price, status, or description updates, with additional changes billed at $[CHANGE FEE] each [INCLUDED / NOT INCLUDED]; placement of a yard sign and, where permitted, a lockbox [INCLUDED / NOT INCLUDED]; forwarding of buyer and buyer-agent inquiries received by the Broker to the Seller [INCLUDED / NOT INCLUDED]; provision of blank state-approved or association forms for the Seller use [INCLUDED / NOT INCLUDED]; and any additional service described here: [ADDITIONAL SERVICES]. Optional add-on services may be purchased separately at the rates listed at [ADD-ON PRICE LIST OR EXHIBIT A]. The Broker will enter the listing within [NUMBER OF DAYS] days after receiving from the Seller all required listing data, photographs, disclosures, and signed forms.

4. 4. Services Excluded and Seller Responsibilities

Unless expressly marked as included in Section 3, the Broker will not: determine or advise on the listing price; prepare a comparative market analysis; produce photography, video, floor plans, or marketing materials; hold or attend open houses; schedule, coordinate, or conduct showings; screen or qualify prospective buyers; present, review, evaluate, or negotiate offers, counteroffers, or repair requests; prepare or complete purchase agreements or addenda; coordinate inspections, appraisals, or the escrow and closing timeline; attend the closing; or advise the Seller on the legal or tax consequences of any term. The Seller is solely responsible for all of the foregoing and for the accuracy of everything the Seller provides for the listing. The Seller will respond promptly to inquiries from buyers and cooperating brokers, will provide reasonable showing access, and will keep the Broker informed in writing of any change in the status of the Property, including an accepted offer, a pending sale, a closing, a withdrawal from the market, or any change that must be reported to the MLS within its required reporting deadlines. The Seller acknowledges that inaccurate or untimely status reporting may result in fines assessed by the MLS, which are the responsibility of the Seller.

5. 5. Listing Price and Term

The Property will be listed at an initial price of $[LISTING PRICE], which the Seller has selected independently. The Seller may change the listing price at any time by written notice to the Broker, subject to any change fee stated in Section 3. The term of this Agreement begins on [LISTING START DATE] and ends at 11:59 p.m. local time on [LISTING END DATE] (the "Term"). The Term may be extended only by a written agreement signed by both parties. The Seller may accept or reject any offer for any lawful reason, and nothing in this Agreement obligates the Seller to sell the Property at the listing price or at all. The Seller represents that the Property is not currently listed with another brokerage and that entering into this Agreement will not breach any other listing agreement; if a prior listing exists, the Seller will provide written proof of its expiration or cancellation before the listing is entered into the MLS.

6. 6. Flat Fee, Payment, and Refunds

The Seller will pay the Broker a flat fee of $[FLAT FEE AMOUNT] for the services described in Section 3. The flat fee is due [AT SIGNING / BEFORE THE LISTING IS ENTERED INTO THE MLS / AT CLOSING] and is payable by [PAYMENT METHOD]. Except as required by applicable law or as expressly stated here, the flat fee is earned when the listing is entered into the MLS and is non-refundable, whether or not the Property sells, whether or not the listing runs for the full Term, and whether or not the Seller cancels or withdraws the listing. If the Broker fails to enter the listing after receiving complete listing data and payment, the Seller is entitled to a full refund of the flat fee. Any add-on services purchased separately are billed as set out in the applicable price list, and unused add-on services are refundable only as stated there. The flat fee does not include, and the Seller is separately responsible for, MLS or association fees passed through at cost, title and escrow charges, recording fees, transfer taxes, attorney fees, and any compensation offered to a cooperating or buyer broker under Section 7.

7. 7. Compensation Offered to a Buyer Broker

The Seller may, but is not required to, offer compensation to a broker representing a buyer. The Seller elects to offer: [PERCENTAGE OF SALE PRICE / FLAT DOLLAR AMOUNT / NO COMPENSATION] to a cooperating buyer broker, specified as [BUYER BROKER COMPENSATION AMOUNT]. Any such compensation is payable at closing from the Seller proceeds and only if the transaction actually closes. The Seller understands that broker compensation is fully negotiable, is not set, fixed, or recommended by law, by any association, or by the Broker, and may be negotiated separately with each buyer or buyer broker in an individual transaction. The Seller also understands that a buyer may have a separate written agreement with the buyer broker and may ask the Seller to contribute toward that compensation as a term of the offer, and that the Seller may accept, counter, or reject that request like any other contract term. Where required, the Broker will reflect the Seller election accurately in the MLS in accordance with the MLS rules then in effect. The Broker is not entitled to any share of buyer-broker compensation unless a separate written agreement says so.

8. 8. Seller Reserved Right to Sell

The Seller reserves the right to sell the Property directly to a buyer who is not represented by a real estate broker and who was not introduced to the Property by a cooperating broker, in which case no commission, buyer-broker compensation, or additional fee is owed to the Broker or to any other licensee, and the Seller obligation is limited to the flat fee already paid under Section 6. The Seller will notify the Broker in writing within [NUMBER OF DAYS] days after accepting any offer so that the listing status can be updated in the MLS. If a buyer is represented by a broker or was introduced to the Property through the MLS, a cooperating broker, or a showing arranged by a licensee, the compensation elected in Section 7 applies. To avoid disputes, the Seller will keep a written record of unrepresented buyers who contact the Seller directly, including the date of first contact and the source of the inquiry, and will provide that record to the Broker on request.

9. 9. Protection Period After Expiration

If, within [NUMBER OF DAYS] days after the Term expires or this Agreement is otherwise terminated (the "Protection Period"), the Seller sells, contracts to sell, exchanges, or options the Property to a person who was introduced to the Property through the MLS listing, a cooperating broker, or a showing arranged during the Term, the compensation elected in Section 7 remains payable to the applicable cooperating broker at closing on the same terms. The Protection Period does not apply, and no compensation is owed, if the Property is listed with another brokerage under a valid written listing agreement after this Agreement ends, or if the buyer was not introduced to the Property during the Term. Within [NUMBER OF DAYS] days after the Term ends, the Broker will deliver to the Seller a written list of the persons to whom the Protection Period applies, and only persons named on that list are covered. This Section survives the expiration or termination of this Agreement.

10. 10. Seller Representations Regarding Ownership, Title, and Listing Data

The Seller represents and warrants that the Seller is the owner of record of the Property or is otherwise fully authorized to sell it, that all persons whose signature is required to convey marketable title have signed this Agreement, and that no other party holds a right of first refusal, option, unrecorded contract, or similar right that would prevent a sale. The Seller further represents that the Property is not subject to any pending foreclosure, bankruptcy, probate, divorce, tax lien, judgment, or other proceeding that would affect a sale, except as disclosed in writing here: [DISCLOSED ENCUMBRANCES OR PROCEEDINGS]. The Seller is solely responsible for the accuracy and completeness of all listing data provided to the Broker, including square footage, lot size, room counts, year built, school assignment, tax figures, homeowners association dues and rules, permit status, and any statement about improvements, and the Seller acknowledges that the Broker will publish that data as supplied without independent verification. The Seller will promptly correct any listing information that becomes inaccurate. The Seller will indemnify and hold the Broker harmless from claims arising out of inaccurate listing data supplied by the Seller or out of a failure to disclose a known condition of the Property, other than claims arising from the negligence or willful misconduct of the Broker.

11. 11. Seller Disclosure Obligations

The Seller will complete and deliver every property disclosure, report, and notice required by federal, state, and local law and by the rules of the MLS, including any state-mandated seller property disclosure statement, the federal lead-based paint disclosure and pamphlet for housing built before 1978, and any applicable disclosures regarding [FLOOD ZONE / NATURAL HAZARD / HOMEOWNERS ASSOCIATION / SPECIAL ASSESSMENT / MEGAN'S LAW / OTHER STATE-SPECIFIC ITEMS]. The Seller will disclose known material defects in the Property whether or not a form asks about them, and will provide those disclosures to prospective buyers within the time required by applicable law. Delivering a disclosure to the Broker does not satisfy the Seller obligation to deliver it to a buyer, and the Broker has no duty to prepare, verify, or complete any disclosure on behalf of the Seller. The Seller acknowledges that selling a property in as-is condition does not eliminate disclosure obligations. The Seller will retain copies of all disclosures delivered, together with proof of the date of delivery.

12. 12. Fair Housing and Nondiscrimination

The Seller and the Broker will comply with the federal Fair Housing Act and with all applicable state and local fair housing laws, and will not refuse to sell, negotiate, or show the Property to any person, or apply different terms, or make, publish, or cause to be published any statement or advertisement indicating a preference, limitation, or discrimination, based on race, color, religion, sex, familial status, national origin, disability, or any other characteristic protected under applicable law. The Seller will not give the Broker any instruction that would require the Broker to violate these laws, and the Broker will refuse and report any such instruction as required. Listing descriptions, photographs, and any showing instructions supplied by the Seller must be free of language that steers or excludes protected classes, and the Broker may decline to publish or may edit content it reasonably believes is noncompliant. The Seller will also comply with reasonable accommodation and accessibility requirements applicable to the sale. This Section survives termination.

13. 13. Termination and Withdrawal of the Listing

Either party may terminate this Agreement before the end of the Term by giving [NUMBER OF DAYS] days written notice to the other. The Seller may also withdraw the Property from the market at any time by written notice, in which case the Broker will update or remove the MLS listing in accordance with MLS rules. Termination or withdrawal does not entitle the Seller to a refund of the flat fee except as provided in Section 6, does not affect any compensation already earned under Section 7, and does not shorten the Protection Period in Section 9. The Broker may terminate immediately if the Seller provides materially false listing information, fails to deliver a required disclosure, instructs the Broker to violate license law, MLS rules, or fair housing law, or fails to pay any amount due. On termination, the Broker will promptly remove or cancel the MLS listing, and the Seller will remove any sign or lockbox supplied by the Broker or pay the replacement cost of $[SIGN AND LOCKBOX REPLACEMENT COST].

14. 14. Indemnification, Limitation of Liability, and Governing Law

The Seller will defend, indemnify, and hold the Broker harmless from any claim, loss, fine, or expense, including reasonable attorney fees, arising out of the Seller acts or omissions, inaccurate listing data, failure to disclose, failure to report a status change to the MLS, or any dispute with a buyer or a cooperating broker, other than claims arising from the negligence or willful misconduct of the Broker. Except for its own negligence or willful misconduct, the total liability of the Broker under this Agreement will not exceed the flat fee actually paid by the Seller, and neither party is liable to the other for indirect, incidental, or consequential damages. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict of laws rules. The parties will attempt in good faith to resolve any dispute through direct negotiation for at least [NEGOTIATION PERIOD, e.g., 30 days] and then through [MEDIATION / ARBITRATION] in [VENUE COUNTY AND STATE] before filing suit. This Agreement, with its exhibits and any signed addenda, is the entire agreement between the parties regarding the listing and replaces all prior discussions; amendments must be in writing and signed by both parties. If any provision is unenforceable, the remainder stays in effect.

15. 15. Signatures

By signing below, the Seller confirms having read this Agreement, understanding that it is a limited-service listing, and agreeing that the Broker will not perform the services excluded in Section 4. SELLER: [SELLER NAME].

Signature: ______________________. Printed Name: [SELLER SIGNER NAME]. Date: [DATE]. SELLER: [SECOND SELLER NAME, IF ANY]. Signature: ______________________. Printed Name: [SECOND SELLER SIGNER NAME]. Date: [DATE]. BROKER: [BROKERAGE NAME]. Signature: ______________________. Printed Name: [DESIGNATED AGENT NAME]. License No.: [AGENT LICENSE NUMBER]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic or scanned signatures have the same effect as original signatures. A signed copy will be delivered to the Seller and retained in the Broker transaction file as required by applicable license law.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Listing agreements are heavily regulated at the state level, and the rules governing real estate licensing, permitted forms, minimum service requirements, agency disclosure, advertising, MLS participation and reporting, and the handling of client funds in escrow or broker trust accounts differ from state to state and from one MLS to the next. Some states restrict or prohibit limited-service listings, and MLS rules may impose requirements this document does not address. Broker compensation is always negotiable and is never set by law. Review and adapt this agreement for your own state, MLS, and situation, and consult a licensed real estate attorney, title company, or broker before signing. Use of this template does not create an attorney-client relationship with ScanContract.