

Address: 123 Main St, Anytown, CA 90000

This sale or lease (“Transaction”) listing agreement (“Listing Agreement”) is by and between Seller Name Here (“Principal”) and homecoin.com Agent Name Here (“Listing Agent”) for the listing of the property owned by Principal, or an entity Principal is authorized to represent, located at 123 Main St, Anytown, CA 90000 (“Property”).

1. AGREEMENT PURPOSE

The sole purpose of this Listing Agreement is for Listing Agent to place Property on the Multiple Listing Service (MLS). With the sole exception of listing Property on the MLS, Listing Agent shall not provide any services to Principal unless otherwise mutually agreed to in writing. This Listing Agreement is effective on the date that it has been executed by both Principal and Listing Agent. This Listing Agreement shall remain in effect for 12 month(s) (“Effective Period”), or until cancelled by Principal in accordance with the terms of the section of this Listing Agreement entitled “Cancellation Policy”, or until cancelled by Listing Agent in accordance with their rights as defined by this Listing Agreement. Barring any mutual agreement of extension of Effective Period between Principal and Listing Agent, this Listing Agreement is automatically terminated after Effective Period has passed.

2. LISTING TERMS

Principal has instructed Listing Agent that the listing price is \$ Seller Decides List Price (e.g. \$750,000). The information Principal has provided via the homecoin.com MLS listing form will be used to create the Property listing on the MLS. Principal agrees to ensure all information provided is accurate prior to ordering MLS listing service through Listing Agent.

3. COUNTERPARTY’S BROKER COMPENSATION

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the seller/landlord and broker.

During the Effective Period, should a licensed real estate broker/agent (“Counterparty’s Broker”) represent a counterparty whose offer to acquire Property is accepted by Principal, then that Counterparty’s Broker shall be entitled to a commission of Seller Decides How Much To Offer (e.g. 2.5%) (“Commission Offered”), which is to be paid by Principal provided the counterparty completes the transaction. **Principal also agrees to pay the Commission Offered should any of the following events occur:**

- a. Principal, if not acting within their rights as assigned by a Transaction contract, is responsible for the transaction failing to be completed once a Transaction contract has been signed.
- b. Principal, within 30 days after the termination or expiration of this Listing Agreement, signs a contract with any counterparty who (i) previously submitted an offer to acquire Property while being represented by a licensed real estate broker/agent; OR (ii) during the Effective Period of this Listing Agreement entered Property accompanied by a licensed real estate broker/agent.
- c. If BOTH of the following are true: (i) Property is located within a development where Principal has one or more properties that are not listed in the MLS, AND (ii) counterparty agrees to acquire one of the properties owned by Principal located within the same development that is not listed in the MLS.
- d. An agent brings a procuring cause claim against Listing Agent for the Transaction of the Property, and that agent’s claim prevails.

Principal agrees to reject all outstanding offers to acquire Property prior to making any changes to the Commission Offered. Principal agrees that any changes to the Commission Offered may be reversed, at Listing Agents discretion, if all outstanding offers are not rejected prior to Listing Agent making the change in the MLS. Principal agrees that any changes to the Commission Offered are only effective once Listing Agent

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has made the change on the MLS. **In the event that the counterparty is not represented by a Counterparty's Broker, Principal's obligation to broker compensation shall be limited to the upfront fee paid to Listing Agent, which is agreed upon in the section of this Listing Agreement entitled "Listing Agent Compensation".** For lease transactions, unless specified otherwise by Principal, any percentage-based Commission Offered is in respect to the total lease value.

4. LISTING AGENT COMPENSATION

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the seller/landlord and broker.

The fee for Listing Agent's services is \$ 95 ("Listing Agent Compensation") and reflects the entire compensation to be paid by Principal to Listing Agent. Once Property has been input into the MLS, the fee is considered to have been earned by Listing Agent and Principal is no longer eligible for a refund from Listing Agent. See the homecoin.com refund policy for any additional details or exceptions. Once Principal has submitted their order for an MLS Listing with Listing Agent, Principal shall be entitled to 10 free changes to the MLS Listing. After the allotted number of free changes has been depleted, the cost for each additional change shall be \$ 5 per change. A "change" is defined as any number of MLS listing modifications submitted in a single change request through the homecoin.com website MLS listing change form.

5. MLS DISPLAY, RULES, AND SYNDICATION TO THE INTERNET

Listing Agent's contact information is displayed automatically by the MLS and on any third-party websites that have an MLS data feed, or that have been otherwise syndicated to. Listing Agent shall forward any Property inquiries from potential acquirers to Principal within one business day of receipt.

Listing Agent is authorized by Principal to take any necessary actions to ensure Principal's listing is compliant with MLS rules. Principal agrees to comply with all MLS rules. MLS rules prohibit the display of Principal contact information in the publicly viewable portions of the MLS. MLS rules require that each listing has a photo which accurately displays the street-facing exterior of the property being offered. Principal agrees to submit to Listing Agent for inclusion on the MLS only those photos, drawings/renderings, videos, and similar visual depictions (collectively known as "Media") that the Principal owns, or has otherwise been granted in writing, the rights to. **Principal acknowledges that the MLS may fine \$5,000 or more for submitting Media that Principal has not obtained the rights to in writing. The MLS fine is in addition to any fines imposed by applicable civil code.** The following would be prohibited on the MLS and would result in a fine from the MLS, which Principal agrees to immediately pay in full: (i) Media from a previous listing where the Principal has not obtained the rights in writing from the previous listing agent and the original producer, (ii) Google and Microsoft (or similar) generated street view images, (iii) aerial images from services such as Google Earth (or similar), and (iv) any other Media where Principal has not obtained the rights in writing.

MLS rules typically prohibit any public marketing remarks not related to the description and condition of the property. Examples of prohibited public marketing remarks include, but are not limited to, showing instructions, Principal contact information, availability of financing, and current occupancy. Principal agrees to contact Listing Agent with any questions regarding MLS rules prior to signing this Listing Agreement.

All transaction terms will be published on the MLS and provided to any parties that the MLS deems acceptable. Principal understands and agrees that the entire Property address will be visible on the MLS and, unless indicated in the MLS listing forms by Principal and allowable by the MLS, on any third-party websites that have an MLS data feed (or that have been otherwise syndicated to). The MLS and third-party websites may display Media, opinions, and other information regarding Property. Principal has been advised

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that third-party websites are outside of the control of Listing Agent.

6. PRINCIPAL STATEMENTS AND AGREEMENTS

Principal hereby states the following are true:

- a. Principal (or an entity Principal has authority to represent) is the only party that holds title to Property.
- b. Principal does not require approval from any other party to convey Property.
- c. Principal has the authority to execute this Listing Agreement.
- d. Principal has not entered into any agreement which prohibits them from executing this Listing Agreement.

Principal hereby agrees to the following:

- e. All potential acquirers of Property shall receive a written disclosure from Principal that states the following: (i) Listing Agent has been hired only to provide MLS listing service, (ii) Listing Agent will not be performing any inspection of Property, (iii) Listing Agent makes no representations or warranties regarding Property, (iv) Listing Agent will not represent Principal in this Transaction, and (v) all real estate broker duties outlined in the provisions of California Civil Code Section 2079 et seq. do not apply to Listing Agent.
- f. Property will not be entered into a future listing agreement with any real estate agent without Principal first cancelling this Listing Agreement in accordance with the section of this Listing Agreement entitled "Cancellation Policy".
- g. Principal agrees to indemnify, defend and hold Listing Agent harmless from any and all claims, damages, liability, costs or expenses (including reasonable attorney's fees and costs) arising out of any information provided by Principal that is inaccurate.
- h. Listing Agent may advertise Property on any medium deemed appropriate, including social media. Listing Agent may advertise the Transaction price of Property, if conveyed.

7. CANCELLATION POLICY

This Listing Agreement may be cancelled by Principal under the following conditions:

- a. Principal must have rejected any and all offers to acquire Property that have been submitted to Principal, and Principal must state that there are not any offers or counter-offers pending which have not been specifically rejected by Principal.
- b. Principal must not be under any contract or obligation to sell or lease Property.
- c. Principal must submit the cancellation request via the homecoin.com website MLS listing change form, which explicitly affirms items (a) and (b) above. Principal agrees that any cancellation is not effective until the change has been made by Listing Agent in the MLS. Listing Agent is granted 1 business day to complete all changes. Principal also agrees to reject all Property acquisition offers received between the time the cancellation is submitted to Listing Agent and that time at which Listing Agent makes the change to cancel the listing in the MLS.

Principal may submit an MLS listing change request via homecoin.com to shorten the Listing Agreement duration at any time.

8. LISTING STATUS, CHANGES, AND ACCURACY

All changes in Principal's listing status must be reported by Principal to Listing Agent via the homecoin.com website MLS listing change form within 24 hours of occurring. Principal acknowledges that they are aware that the MLS imposes fines upon Listing Agent for not having current statuses on all listings, for having inaccurate information in listings, and for non-responsiveness to property inquiries made by other MLS members. The possible listing statuses vary by MLS. The list of possible statuses, including definitions, is available in the homecoin.com website MLS listing change form. Typically used listing statuses are as shown below:

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- a. ACTIVE (The home is available for sale or rent, as applicable)
- b. PENDING (An offer has been accepted)
- c. SOLD / RENTED (Transaction has closed)
- d. CANCELLED (The listing has been cancelled)

Principal agrees to pay all fines that Listing Agent incurs (i) as a result of non-current or inaccurate listing information, and (ii) due to failure by Principal to respond to property inquires from members of the MLS. Fines vary by MLS and infraction, and can exceed \$5,000. A link to the rules, regulations and fines for each MLS is available upon request to Listing Agent. Principal agrees to pay all penalties, fines, judgments, and any other costs imposed on Listing Agent due to copyright related violations attributed to Principal. Principal authorizes Listing Agent to automatically charge Principal's credit card if Listing Agent is fined due to Principal's acts or Principal's failure to act.

This Listing Agreement may be cancelled by Listing Agent, without refund to Principal, should any of the following occur: (i) If Principal does not provide current listing status within 24 hours of a change in status, (ii) if Principal fails to respond to any inquiry from Listing Agent within 24 hours, (iii) if Principal fails to respond to any inquiry from a prospective acquirer or MLS participant within 24 hours, or (iv) if Principal provides information which they know to be inaccurate.

Listing Agent is authorized up to one business day to make any initial listing entry into the MLS and up to one business day to make changes to existing listings. Principal acknowledges that changes to an MLS listing may take up to three days to propagate to third-party websites. Listing Agent shall not be held liable by Principal should the MLS or third-party websites not function as intended. Principal acknowledges the MLS and third-party websites are outside of the control of Listing Agent.

Within 24 hours of closing, Principal shall update the MLS listing status via the homecoin.com website MLS listing change form. Principal agrees to provide the final Transaction price and any other information required by the MLS to Listing Agent for input into the MLS via the homecoin.com website MLS listing change form. Principal acknowledges that the MLS may disseminate the final Transaction price to MLS participants. Failure of Principal to provide the correct information within 24 hours of closing will result in the MLS fining Listing Agent (such fine will be charged to Principal's credit card on file).

Principal acknowledges that some MLSs may issue a fine in excess of 1% of the list price for showing a property that is in "Coming Soon", "Withdrawn", "Hold", or "Temporarily Off-Market" (and similar) statuses on the MLS. Principal agrees to be solely responsible for paying any MLS fines related to allowing showings while Property is in an MLS status that prohibits showings.

Principal acknowledges that the MLS allows Listing Agent one business day to input any listing where Listing Agent holds a valid listing agreement. Principal agrees to provide Listing Agent all necessary information and Media to comply with the MLS rule regarding inputting the listing within one business day. Principal agrees to pay any fine related to Listing Agents failure to input a listing that is a result of Principal not providing the necessary information or Media. Principal acknowledges that Listing Agent will not input into the MLS a listing which is not in compliance with MLS rules, including any listing which lacks the required Media.

9. THIRD-PARTY DISPUTES

Principal agrees to indemnify, defend and hold Listing Agent harmless should any party initiate a lawsuit or any alternative dispute resolution involving Listing Agent as a result of any Principal attempted transfer of Property. Principal shall pay all costs, fees (including attorneys fees), and/or fines incurred by Listing Agent that result, or are associated with any such lawsuit or alternative dispute resolution.

Address: 123 Main St, Anytown, CA 90000**10. AGENCY RELATIONSHIP DISCLOSURE**

To provide an explanation of agency relationships and duties, California law requires that a real estate broker disclose in writing the general duties which arise from certain agency relationships. Additionally, the broker's status as agent of the seller, agent of the buyer, or agent of both the seller and buyer (dual agent) is to be disclosed to the principals of the transaction who must consent to the agency relationship(s) disclosed. This requirement applies to the sale, exchange, or lease (for more than one year) of real property improved with 1 to 4 dwelling units, or the sale of a manufactured home (as defined in Health and Safety Code Section 18007).

To satisfy the California law noted above, Listing Agent shall provide Principal with the document entitled "Disclosure Regarding Real Estate Agency Relationship" prior to entering into this Listing Agreement. **Principal understands and agrees that this Listing Agreement is only for the purpose defined in the section of this Listing Agreement entitled "Agreement Purpose" and that Listing Agent will not be representing Principal or any other party in the Transaction unless mutually agreed to in writing.**

California Civil Code Section 2079(a) states as follows: "It is the duty of a real estate broker or salesperson, licensed under Division 4 (commencing with Section 10000) of the Business and Professions Code, to a prospective purchaser of residential real property comprising one to four dwelling units, or a manufactured home as defined in Section 18007 of the Health and Safety Code, to conduct a reasonably competent and diligent visual inspection of the property offered for sale and to disclose to that prospective purchaser all facts materially affecting the value or desirability of the property that an investigation would reveal, if that broker has a written contract with the seller to find or obtain a buyer or is a broker who acts in cooperation with that broker to find and obtain a buyer."

Principal agrees that Listing Agent does not have "a written contract with the seller to find or obtain a buyer (or tenant)" and that Listing Agent is not acting as "a broker who acts in cooperation with that broker to find and obtain a buyer (or tenant)", as those items are used in California Civil Code Section 2079(a). Principal agrees that the real estate broker duties outlined in the provisions of California Civil Code Section 2079 et seq. do not apply to Listing Agent as Listing Agent has been retained only for the purpose of providing MLS listing service. Principal is responsible for all other duties normally performed by a listing agent.

11. DAMAGES / THEFT / INJURY

Principal agrees that Listing Agent shall in no way be held liable for any property damages, theft, or bodily injury that may occur as a result of the following: (i) Property being viewable by users of the MLS or third-party websites, or (ii) Property showings by Principal. Principal is advised to consult an insurance professional to explore available options to insure against property damages, theft, and bodily injury that may result from (i) Principal marketing and showing Property, or (ii) Principal making Property available for entry via a lockbox, as Listing Agent carries no such insurance and such problems occur frequently in the real estate industry.

12. E-MAIL AND E-SIGNATURE

Principal agrees to receive all correspondence via email. Principal agrees to exclusively communicate with Listing Agent through email or the homecoin.com website. Principal shall ensure that email originating from the homecoin.com domain is not treated as spam/junk by Principal's email client. Principal agrees to conduct any required document signings via electronic methods, as chosen by Listing Agent.

13. USE OF ADDITIONAL REAL ESTATE AGENTS

Principal acknowledges that the MLS prohibits any MLS listing from referencing a real estate agent/broker who is not an MLS subscriber. Any MLS fine received by Listing Agent for a reference to a non-subscriber in

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the MLS listing shall be paid by Principal. This Listing Agreement may not be signed by a real estate agent/broker who has a listing agreement with Principal.

14. LIMITATIONS ON LISTING AGENT'S LIABILITY

Principal acknowledges and agrees that Listing Agent shall have no liability greater than Listing Agent Compensation.

15. FORMS

Principal acknowledges that certain contracts, disclosures, brochures, and other documents (collectively known as "Forms") may be used during the course of a Transaction or are required by local, state, and/or federal law when transferring real and/or personal property. Principal agrees to be solely responsible for accurately completing all Forms and providing all Forms to all relevant parties, including the counterparty.

Principal agrees to indemnify, defend and hold Listing Agent harmless should any party initiate a lawsuit or any alternative dispute resolution involving Listing Agent as a result of Principal's failure to provide any Forms or accurately complete any Forms. Principal shall pay all costs, fees (including attorney's fees), and/or fines incurred by Listing Agent that result from, or are associated with, any lawsuit or alternative dispute resolution related to Forms.

Listing Agent may choose to provide one or more Forms to Principal. Principal agrees that Listing Agent shall in no way be liable for the inaccurate completion of any Forms that Listing Agent provides to Principal, and that Listing Agent is not responsible for the delivery of Forms to relevant parties, including the counterparty. **Principal agrees that in no way does the receiving of Forms from Listing Agent change the Principal's duties and obligations under this section. Principal agrees to use Forms provided by Listing Agent for only the Transaction of Property and for no other property or purpose.** Principal agrees to immediately discontinue the use of any Forms provided by Listing Agent once this Listing Agreement is no longer in effect. **Principal agrees to abide by the California Association of Realtors Standard Forms Terms of Use ("CAR Forms License") for any Forms which bear the California Association of Realtors copyright, California Association of Realtors logo, or other information which indicates the Forms are sourced from the California Association of Realtors.** Should Principal be unable to locate the California Association of Realtors Forms License, then Principal agrees to submit a support ticket to request assistance to Listing Agent at the following webpage: <https://support.homecoin.com/hc/en-us/requests/new>. Principal agrees to indemnify, defend and hold Listing Agent harmless should any party initiate a lawsuit or any alternative dispute resolution involving Listing Agent as a result of Principal's use of Forms.

Listing Agent authorizes Principal to use any individual or company of Principals choosing to aid in the satisfaction of Principal's Forms obligations. Principal acknowledges and agrees that Listing Agent will not represent Principal in the completion of Forms, and that Principal will ensure that any reference to Listing Agent as the representative of Principal in the Transaction will be removed from any Forms received from third parties. Listing Agent agrees to authorize all counterparties and/or their agents to negotiate directly with Principal and send any offers to acquire Property directly to Principal.

Federal Lead-Based Paint Disclosure: Principal acknowledges that they are obligated to comply with federal law requiring disclosure of lead-based paint hazards. Before ratification of a contract for housing sale or lease, sellers and landlords must disclose any known information concerning potential lead-based paint hazards and available records, must provide purchasers and lessees with a lead hazard information pamphlet and must include specific language in the lease or contract related to lead. In addition, sellers must give buyers time to conduct an independent lead inspection. Most private housing, public housing,
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federally-owned housing and housing receiving federal assistance built prior to 1978 are affected by this rule. Further information, along with the required forms and/or brochures to comply with the law, is available here <https://www.epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards> and here https://www.hud.gov/program_offices/healthy_homes/enforcement/disclosure.

16. ADDITIONAL AGREEMENT TERMS

If Property enters into a Transaction contract prior to the expiration of this Listing Agreement, then the Effective Period for this Listing Agreement shall automatically be extended to the closing date of that Transaction contract. The requirement for Listing Agent to list Property on the MLS shall be automatically terminated upon the lease or sale of Property.

Principal agrees to abide by all federal, state, and local laws, including those prohibiting housing discrimination. Principal agrees to abide by all Truth in Lending Act (TILA) / Regulation Z laws. Principal agrees to indemnify, defend and hold Listing Agent harmless for any violation of the aforementioned laws by Principal.

Principal and Listing Agent agree that should Listing Agent cease to serve as an independent contractor or employee for homecoin.com, then Principal's MLS Listing shall be transferred to the agent that homecoin.com appoints to replace Listing Agent and all existing Listing Agreement terms and conditions shall remain in effect.

Principal agrees not to use the name of Listing Agent or [homecoin.com](https://www.homecoin.com) in marketing Property prior to submitting the MLS listing order for Property. The MLS will fine for marketing a Property using the name of Listing Agent or [homecoin.com](https://www.homecoin.com) if that Property is not listed in the MLS, and Principal agrees to pay all fines incurred by Listing Agent for such marketing by Principal. If Principal chooses to have a [homecoin.com](https://www.homecoin.com) or Listing Agent branded yard sign installed, Principal agrees to submit the MLS listing order on the same day as the yard sign is installed in order to avoid any MLS fine. Principal acknowledges that many MLSs prohibit the use of signage which displays the logo, name, or contact information of any person or company that is not the Listing Agent. Additionally, many MLSs prohibit the use of "by owner", "FSBO", "for sale by owner", and similar terms on signage. Principal agrees to pay any signage related fines issued by the MLS to Listing Agent. Principal agrees to only submit listings where Principal is listed on title in the public record. All other listings, including equitable interest listings, are prohibited by this Listing Agreement and will result in an MLS fine that is charged to Principal.

Principal agrees to review the completed .pdf copy ("Proof") of how the listing appears on the MLS and submit any corrections within 1 business day of receipt of Proof. Principal acknowledges that the listing expiration date noted on the MLS listing may vary slightly from the stated Effective Period due to delays in MLS entry or MLS activation. Should there be any conflict between the listing expiration date noted in the MLS ("MLS Expiration") and the listing expiration date calculated based off of the Effective Period ("Calculated Expiration"), Principal agrees that the MLS Expiration shall supersede the Calculated Expiration and that all terms and conditions of this Listing Agreement shall apply to the MLS Expiration the same as they would to the Calculated Expiration. Principal may bring forward the expiration date of the MLS listing by submitting an MLS listing change request using the [homecoin.com](https://www.homecoin.com) website MLS listing change form.

This Listing Agreement constitutes the entire understanding and agreement of Principal and Listing Agent with respect to its subject matter, and any other prior agreements, understandings or representations are hereby terminated and canceled in their entirety and are of no further force and effect. This Listing Agreement may be executed in two or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument. A copy of any such counterpart, transmitted via facsimile or by electronic transmission shall

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have the same effect as if such copy was an original. Each of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

Should any provision of this Listing Agreement be determined to be invalid or unenforceable, the remainder of this Listing Agreement shall nonetheless remain in full force and effect. Resolution of any legal dispute beyond arbitration shall take place in the exclusive jurisdiction of California state courts in the county where Listing Broker's main office is located. California state law governs this Agreement, regardless of any conflicts it may have with any other state law.

PRINCIPAL IS ADVISED TO CONSULT AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.

Principal acknowledges by its signature below that Principal would not have signed this Listing Agreement unless Principal had ample time to review the foregoing items or any other attachments referenced above, fully understood all noted documentation, and had the opportunity to seek advice on the ramifications of all of the above. If Principal is not an individual, the person signing on the behalf of Principal hereby states that they have the authority to do so.

Principal 1 Sign: *Seller Signature Here* Date: 1Mar2021 10:11:00

Principal 2 Sign: _____ Date: _____

Principal 3 Sign: _____ Date: _____

Principal 4 Sign: _____ Date: _____

Listing Agent Sign: *Seller Signature Here* Date: 1Mar2021 10:10:00