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TruPropio, LLC

Test the Waters Listing Agreement

Hybrid Flat-Fee MLS · Self-Represented Seller · Exclusive Agency · 18-Day Market Test

AT SIGNING	TEST PERIOD	AT CLOSING*
$49	**18 days**	**$1,295**

**If the Property goes under contract during the Test Period; includes Contract to Close coordination. If SELLER continues the Hybrid after day 18: $99 per month, and $499 at closing self-managed or $1,295 with coordination (Section 1).*

1. Fees

Test Period (first 18 days)

- **$49** at signing for the first 18 days on the MLS (the "**Test Period**"), including price consultations at signup and on day 17. Non-refundable once the listing is live in the MLS.
- **$1,295 closing fee**, due at closing, if the Property goes under contract during the Test Period. It includes Contract to Close coordination (Section 4). No other success fee.

After the Test Period, if not under contract (SELLER's choice, Section 3)

- **Continue Hybrid: $99 per month.** The **first two months ($198) are charged on day 19** as a two-month minimum. From month 3, $99 is charged on the same day each month until SELLER cancels or the Expiration Date. Includes a **complimentary comparative market analysis (CMA)**, delivered within 3 business days after Continue Hybrid begins. Closing fee: **$499** self-managed, or **$1,295** with Contract to Close coordination, which replaces the $499. No other success fee.
- **Pro credit:** the $49 and up to two Continue Hybrid monthly fees are credited toward the Pro commission if SELLER moves to Pro within 60 days after the Test Period (Section 3).
- **Cancel: $199 cancellation fee**, in addition to the $49 ($248 total). It applies if SELLER cancels before day 18 (Section 3), or if the Property is not under contract by day 18 and SELLER does not continue under an eligible plan.

Why there is a $199 cancellation fee. Putting a listing on the MLS costs TruPropio about $200: onboarding, MLS data entry by our MLS team, required addenda, and seller support. The $49 entry fee covers only part of that cost. It is kept low on purpose, so SELLER can test the market with the goal of going under contract within 18 days. If the Property is not under contract by day 18, SELLER avoids the $199 entirely by continuing with Continue Hybrid or Keith's Pro Team. The $199 applies only if SELLER cancels, and it recovers the onboarding, MLS entry, and support costs already spent on SELLER's listing. SELLER initials: _____ _____

There is no commission and no percentage. The only other fees SELLER may owe are:

- $20 for each price change beyond three in any 30-day period (unlimited other edits may be combined into one request per 30 days at no charge)
- $250 if a required Lead-Based Paint Disclosure is not signed and uploaded within 5 days of listing
- Reimbursement ($150–$500) of any MLS fine or extra administrative cost caused by SELLER's late status reporting (Section 5)

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2. Property

Property address: _____

List price: $_____, set solely by SELLER. Fixtures and items included in the sale are as stated in the MLS listing. SELLER represents that SELLER has the legal right to sell the Property.

3. Term, Test Period, and Next Steps

Term. This Agreement begins on _____, 20___ (or the date of MLS entry) and ends at 11:59 p.m. on _____, 20___ (the "**Expiration Date**," 12 months after the start), unless it ends earlier as stated below. It does not renew automatically, SELLER does not need to give notice for it to end, and monthly fees stop on the Expiration Date. Any renewal requires a new signed agreement.

Under contract. If the Property goes under contract, this Agreement continues toward closing, and no cancellation fee applies. If the contract is signed during the Test Period, this Agreement continues until closing, but not more than 180 days after it began. If a contract is canceled or terminated by either party before closing:

- **Test Period not yet ended:** SELLER must change the listing status back to Active in the Seller Control Panel within 24 hours (Section 5), and the Test Period continues.
- **Test Period ended:** SELLER may, at SELLER's sole discretion, continue the listing under Continue Hybrid by electing it in the Seller Control Panel within 3 days. If SELLER does not, BROKER withdraws the listing from the MLS and this Agreement ends with no cancellation fee.

Cancelling during the Test Period. SELLER may cancel before day 18, except while the Property is under an executed contract, in the Seller Control Panel or by written notice to the address in Section 9. BROKER permanently withdraws the listing from the MLS within 24 hours, this Agreement ends, and the $199 cancellation fee is due. The $49 is not refunded. SELLER is then free to list the Property with another broker right away.

Not under contract by day 18. SELLER reviews the showings, feedback, and offers, then chooses one of the following in the Seller Control Panel. Nothing renews automatically.

- **Continue Hybrid**, under this Agreement, at the fees in Section 1, with scheduled pricing coaching and a complimentary CMA;
- **Pro full representation** (Keith's Pro Team), under a separate six-month listing agreement with its own cancellation terms, which replaces this one (see Pro credit below); or
- **Cancel**, in which case BROKER withdraws the listing from the MLS, this Agreement ends, and the $199 cancellation fee is due. If SELLER makes no choice by day 18, SELLER is treated as having chosen to cancel.

Continue Hybrid — cancellation. SELLER may cancel at any time, except while the Property is under an executed contract, in the Seller Control Panel or by written notice to the address in Section 9. BROKER will withdraw the listing from the MLS within 24 hours and monthly fees stop. If SELLER cancels within the first two months, nothing more is due and the $198 already paid is not refunded. After that, cancelling before the next monthly charge stops future charges. The $199 cancellation fee does not apply.

Pro credit. If SELLER signs a Pro listing agreement within 60 days after the Test Period ends, the $49 and up to two paid Continue Hybrid monthly fees (up to $198) are credited against the Pro commission at closing. The credit applies only if the Pro sale closes and is never paid in cash.

Pending contract at the Expiration Date. If the Property is under an executed contract on the Expiration Date, this Agreement continues for that transaction until it closes or the contract ends, with no additional monthly fees.

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4. Exclusive Agency and Limited Services

This is an **Exclusive Agency** listing: SELLER lists with BROKER only, and may sell to a buyer SELLER finds without paying a commission. The closing fees in Section 1 still apply to any closing.

BROKER provides: MLS entry, maintenance, and syndication; the Listing Builder; ShowingBee tools; required MLS addenda signed by BROKER the same day (next business day on weekends); concierge support (not AI); price consultations at signup and on day 17; and, under Continue Hybrid, scheduled pricing coaching and one complimentary CMA.

Contract to Close coordination (included in each $1,295 closing fee): SELLER negotiates; BROKER's team prepares the agreed contract and applicable addenda for an unrepresented buyer, gathers applicable disclosures, and routes the package to all parties for electronic signature. Offers from buyer agents are checked for completeness, not rewritten. BROKER's team coordinates paperwork, deposits, deadlines, and closing logistics, whichever party brings the offer. Coordination is not insurance or a guarantee of closing; inspections, financing, and other contingencies can still affect the sale.

SELLER handles: showings, inquiries, buyer and agent communication, offer review, negotiation, inspections, and financing, and, on a $499 self-managed closing, contract paperwork and closing logistics. Price consultations, coaching, the CMA, and market data are guidance; SELLER makes every pricing and negotiation decision. A CMA is BROKER's analysis of comparable sales, not an appraisal.

5. Seller Responsibilities

- **Contact and showings.** SELLER is the contact for all showings and inquiries and will respond promptly. If SELLER is unreachable for more than 3 days, BROKER may pause the listing until SELLER responds. SELLER accepts the risks of showings and lockbox use.
- **Status reporting.** Within 24 hours, SELLER reports every status change (pending, backup, closed, withdrawn) in the Seller Control Panel and uploads the executed contract, with the details the MLS requires: price, contract and estimated closing dates, seller concessions, buyer's agent contact, and title company. If SELLER does not, BROKER will give notice and a chance to cure where MLS timing allows, and may then suspend the listing. Falsely reporting a withdrawal while under contract violates MLS rules.
- **Closing statements.** SELLER sends BROKER the preliminary closing statement at least 24 hours before closing and the final statement after closing.
- **Disclosures.** SELLER gives the buyer all required disclosures, including the Flood Disclosure (Fla. Stat. § 689.302) and, for homes built before 1978, the federal Lead-Based Paint Disclosure. A Seller's Disclosure Statement is strongly recommended; many buyer agents will not present an offer without one. Forms: trupropio.com/forms.
- **Listing accuracy.** When the listing is live in the MLS, BROKER emails SELLER a notice with a link to it. SELLER has 72 hours after MLS entry to report errors in the Seller Control Panel; BROKER corrects confirmed errors within 24 hours. If SELLER does not report an error within 72 hours, the listing is deemed accurate as entered.

SELLER(s), please initial here: _____ _____ _____ _____

Photos, Content, and Copyright

Copyright claims are federal claims (17 U.S.C. § 501 et seq.). A copyright owner, often a photographer from a prior listing, may seek statutory damages of up to $150,000 per work for willful infringement, plus attorney's fees, and claims against brokers can exceed $50,000. Because SELLER is self-represented and supplies the listing content, SELLER agrees:

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- **Only content SELLER owns or paid for.** SELLER will upload only photos, video, virtual tours, floor plans, and descriptions that (a) SELLER personally created, or (b) SELLER purchased with the written right to use them to market the Property, shown by a paid receipt and the creator's written permission. SELLER will not use, borrow, or copy photos from a prior listing, a prior listing photographer, a builder, or any website, or text from another listing, without that receipt and permission.
- **Proof before publishing.** Before content is published, SELLER either certifies in the Seller Control Panel that SELLER created it or uploads the receipt and written permission. BROKER may request proof at any time and may remove any content, or withdraw the listing, if proof is not provided.
- **License to BROKER.** SELLER grants BROKER a non-exclusive, royalty-free license to use SELLER's content in the MLS, on TruPropio platforms, and with syndication partners, and to keep copies as required by law or MLS rules.
- **Defend and indemnify.** SELLER will defend TruPropio, LLC and its broker, agents, employees, and affiliates, with legal counsel paid by SELLER and reasonably acceptable to BROKER, against any claim, demand, takedown notice, or lawsuit by a third party alleging that content SELLER supplied infringes a copyright or other right. SELLER will also pay all resulting damages, settlements, judgments, MLS fines, attorney's fees, and costs. If SELLER does not promptly provide a defense, BROKER may hire its own counsel at SELLER's expense. BROKER will notify SELLER of any claim, and SELLER will cooperate.
- **Survival.** These obligations continue after the listing is withdrawn and after this Agreement ends.

SELLER(s), please initial here: _____ _____ _____ _____

6. Broker Authorization

SELLER authorizes BROKER to list the Property in the MLS, on TruPropio platforms, and with syndication partners (including Realtor.com); to advertise the price, terms, description, and photos SELLER provides; and to report the sale price to the MLS after closing. BROKER carries Errors & Omissions insurance.

ShowingBee. Showings are scheduled through ShowingBee, LLC, a separate technology company and sister company of BROKER, partly owned by BROKER's founder, at no charge to SELLER. ShowingBee is not a brokerage. SELLER authorizes BROKER to share the listing details, showing instructions and showing activity ShowingBee needs to schedule and track showings, as described in the TruPropio Terms of Use (trupropio.com/terms).

7. Brokerage Relationship and Disclosures

Transaction Broker Notice. As a transaction broker, TruPropio, LLC and its associates owe SELLER limited representation: dealing honestly and fairly; accounting for all funds; using skill, care, and diligence; disclosing known facts that materially affect the value of residential property and are not readily observable to the buyer; presenting all offers and counteroffers in a timely manner unless directed otherwise in writing; limited confidentiality, unless waived in writing; and any additional duties agreed to in writing. Neither party is responsible for the licensee's acts, and both give up the right to the licensee's undivided loyalty. These duties do not expand the services in Section 4.

Compensation. Notice to Seller: a seller's agent's compensation is fully negotiable and is not set by law.

Fair housing. The Property will be marketed and sold in compliance with federal, state, and local fair housing laws and MLS rules.

Title and closing. SELLER may choose any title company, closing agent, or attorney and is not required to use any provider BROKER refers.

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8. Indemnification

SELLER will hold TruPropio, LLC and its brokers, agents, and affiliates harmless from losses arising from SELLER's negligence, misrepresentations, undisclosed material facts about the Property, or failure to meet SELLER's obligations under this Agreement, including resulting MLS fines. TruPropio recommends SELLER consult a real estate attorney before signing a purchase contract or closing.

SELLER(s), please initial here: _____ _____ _____ _____

9. General Terms

Florida law governs. Venue for any dispute is Pinellas County, Florida, and both parties waive trial by jury. If any provision is invalid, the rest remains in effect. This Agreement and the TruPropio Terms of Use (trupropio.com/terms) are the entire agreement; if they conflict, this Agreement controls. Notices go to TruPropio, LLC, 3110 First Ave N, Ste 2M 2FL PMB 1051, St. Petersburg, FL 33713. BROKER will provide SELLER a signed copy within 24 hours of signing.

SELLER phone: _____ Email: _____ Mailing address: _____

Everyone with an ownership interest or authority to sell must sign. If you do not understand this Agreement, consult an attorney before signing.

SELLER signature _____ *Date* _____

SELLER signature _____ *Date* _____

BROKER: TruPropio, LLC, by _____ *Date* _____

TruPropio, LLC · Florida real estate brokerage CQ 1075632 · Broker: Keith Robert Gordon, BK 3667043

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