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TruPropio, LLC

Multi-Lister DIY Flat-Fee MLS Listing Agreement

Self-Represented Seller · Exclusive Agency · 2-Listing Minimum · Property Schedules

LISTINGS (MIN. 2)	DUE TODAY	MONTHLY	AT CLOSING
____	$_____	Only while live	Only if it sells

TruPropio completes the listing count and amount due today from SELLER's checkout.

1. Listings, Fees, and Billing

How it works. SELLER buys at least two listings up front. Each listing can be used for one property at any time during the 12 months after purchase. Each property is listed under its own one-page Property Schedule (Section 2). The monthly MLS service fee is charged only while a listing is live, and a closing fee is owed only if a property sells.

A. Upfront listing fees (due today). SELLER buys at least **two listings** at signup, for use during the 12 months after the purchase date (the "**Membership Term**"). Fees per listing:

Listing	1st	2nd	3rd	4th	5th and up
Upfront fee	$179.00	$152.15	$143.20	$134.25	$125.30 each

- This order: ____ listings, $_____ due today. SELLER may buy more listings at any time during the Membership Term; each additional listing is priced by its position in the total purchased.
- **Use anytime within 12 months.** A listing is used when SELLER signs its Property Schedule. Listings not used by the end of the Membership Term expire. Upfront fees are not refundable, whether a listing is used or not.

B. Monthly MLS service fee (only while live). No monthly fee is charged for a listing until it goes live. Each live listing is billed to SELLER's card on file on its MLS entry date and on the same day each month after, until it closes, is withdrawn, or reaches its Expiration Date. Rates depend on how many of SELLER's listings are live at the same time:

Live listing	1st	2nd	3rd	4th	5th	6th	7th	8th +
Per month	$64.50	$56.76	$54.83	$52.89	$50.96	$49.02	$47.09	$45.15

- **Two-month minimum per listing.** If a listing is withdrawn before two monthly payments, the unpaid part of that minimum is due.

C. Closing fee (only if it sells). For each property that sells, chosen on its Property Schedule and due at that closing: **$499** self-managed, or **$1,295** with Contract to Close coordination (Section 4), with volume pricing on coordinated closings of $1,139.60 for the 2nd, $1,100.75 for the 3rd, $1,036.00 for the 4th, and $971.25 for each one after. A closing fee is earned only when a property sells during its Schedule term, or later under a contract signed during it. **If a property doesn't sell, no closing fee is owed for it.** There is no commission and no percentage.

One pool of listings. Listings SELLER purchases from BROKER under this Agreement or a Multi-Lister + Pro Protection agreement are one pool. For each property, before its listing is published, SELLER chooses which agreement its Property Schedule is signed under; properties listed with Pro Protection are governed by that agreement.

D. Other fees. The only other fees SELLER may owe are:

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- $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)

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

2. Property Schedules

No property is listed until SELLER and BROKER sign a Property Schedule for it (the form follows this Agreement). Each Schedule names the property and its legal description, the list price set by SELLER, included items, occupancy, the closing-fee choice, a Listing Start Date, and a definite Expiration Date no more than 12 months after the Listing Start Date. Each signed Schedule uses one listing and becomes part of this Agreement.

- SELLER may change price and listing details through the Seller Control Panel as allowed in Section 1D.
- Withdrawing a property and relisting it under the same Schedule before its Expiration Date does not use another listing; the monthly MLS service fee resumes when it is live again.
- SELLER represents that SELLER has the legal right to sell each property listed.

3. Term and Cancellation

Membership Term. This Agreement begins on _____, 20___ (the purchase date) and its Membership Term ends at 11:59 p.m. on _____, 20___, 12 months later. It does not renew automatically, and SELLER does not need to give notice for it to end. Each Property Schedule has its own definite Expiration Date and does not renew automatically. A Schedule signed during the Membership Term stays in effect until its own Expiration Date. Any renewal requires a new signed agreement.

Cancelling a listing. SELLER may withdraw any property at any time, except while it is under an executed contract, in the Seller Control Panel or by written notice to the address in Section 9. BROKER will withdraw it from the MLS within 24 hours, and its monthly MLS service fee stops, subject to the two-month minimum. There is no other cancellation fee.

Cancelling this Agreement. SELLER may end this Agreement at any time by written notice, except while a property is under an executed contract. Unused listings are forfeited and are not refunded.

Pending contract. If a property is under an executed contract on its Expiration Date, its Schedule continues for that transaction until it closes or the contract ends, with no additional monthly MLS service fees.

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

4. Exclusive Agency and Limited Services

Each listing is an **Exclusive Agency** listing: SELLER lists with BROKER only, and may sell to a buyer SELLER finds without paying a commission. The closing fee in Section 1C still applies to any sale.

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); and concierge support (not AI).

Contract to Close coordination (with the $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.

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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: pricing, showings, buyer and agent communication, offer review, negotiation, inspections, and financing, and, without Contract to Close coordination, contracts, disclosures, and closing. Pricing coaching and broker consultations are not included. SELLER makes every pricing and negotiation decision.

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:

- **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

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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.

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:

_____

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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* _____

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Property Schedule No. ____

To the Multi-Lister DIY Flat-Fee MLS Listing Agreement dated _____, 20___

This Schedule is part of the Agreement above between TruPropio, LLC ("BROKER") and SELLER. It uses one of SELLER's purchased listings. All terms of the Agreement apply to this property.

Item	Details
Property address	
Legal description	
List price (set by SELLER)	$_____
Included fixtures and items	
Occupancy	☐ Vacant ☐ Owner-occupied ☐ Tenant, lease ends _____
Listing Start Date	_____, 20___
Expiration Date	11:59 p.m., _____, 20___ (no more than 12 months after the Listing Start Date)
Closing fee, only if it sells	☐ $499 self-managed ☐ $1,295 with Contract to Close coordination (volume pricing per Section 1C)
Monthly MLS service fee	Charged only while live, at the rate in Section 1B; two-month minimum

This Schedule does not renew automatically. SELLER does not need to give notice for it to end on its Expiration Date. If the property is under an executed contract on that date, this Schedule continues for that transaction until it closes or the contract ends.

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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