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TruPropio, LLC

Pro Full-Service Listing Agreement

Exclusive Right of Sale · Single Agent · Keith's Pro Team

TO START	AT CLOSING	LISTING TERM
$0	**1.5%**	**6 months**

$4,500 minimum commission. Professional photography is included. Cancelling before the term ends costs $300 (Section 9).

1. The Deal

TruPropio, LLC ("**BROKER**"), through Keith's Pro Team, represents SELLER as a single agent in pricing, marketing, negotiating the sale and any inspection addenda, and closing the sale of the Property. BROKER or a qualified team member handles pricing strategy, negotiation, contract preparation, and transaction management for SELLER.

Nothing is due at signing. At closing, SELLER pays BROKER a commission of **1.5% of the sale price, with a $4,500 minimum**, as described in Section 6. The commission includes professional photography; pricing strategy; MLS entry and management; showing management through ShowingBee; a sign and post where the HOA or condo association allows; offer evaluation and negotiation; contract, addenda, and escrow management; and cooperation with buyers' agents (Section 7).

2. Parties and Property

This Agreement is between TruPropio, LLC and the SELLER of the property at _____, legally described as _____ (the "**Property**").

Personal property included in the sale: _____

List price: $_____, including the fixtures and personal property above, except: _____. Financing terms, if any: _____.

The Property is: ☐ vacant ☐ occupied by SELLER ☐ occupied by a tenant, whose lease expires _____.
Other lease information: _____.

3. Exclusive Right of Sale and Authority

SELLER gives BROKER the exclusive right to sell the Property at the price and terms above, or other terms acceptable to SELLER. Because this is an Exclusive Right of Sale listing, the commission is due on a sale during the term no matter who finds the buyer, including SELLER. BROKER will make diligent and continued efforts to sell the Property until a sales contract is signed. BROKER is authorized to:

- Advertise the Property as BROKER considers advisable, including online, and place "For Sale" and, once a sales contract is signed, "Pending" signs where allowed
- Place the Property in one or more MLSs and allow them to report listing, price, terms, and financing information on any sale, and to use and license active and sold data
- Obtain professional photography of the Property

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- Schedule showings through ShowingBee, at no charge to SELLER

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).

4. Seller Responsibilities

- Cooperate with BROKER, and tell BROKER before selling, leasing, mortgaging, or otherwise encumbering the Property
- Make the Property available for showings at reasonable times
- Make all legally required disclosures, including facts that materially affect the Property's value and are not readily observable, and tell BROKER promptly of any new material fact

SELLER represents that SELLER knows of no material defects except those in SELLER's disclosure statement, that no prior listing or other agreement affecting the Property is still in effect, and that SELLER can legally convey the Property.

Lockbox. A lockbox does not make the Property secure. SELLER should secure or remove valuables, and releases BROKER, its associates, and its Realtor association from liability for any loss related to lockbox use.

Service providers. As a courtesy, BROKER may name inspectors, contractors, attorneys, or other providers that clients have used. SELLER chooses any provider freely; a name is not an endorsement, BROKER does not warrant anyone's work, and SELLER holds BROKER harmless from claims arising from SELLER's choice of provider.

5. Broker Duties

BROKER acts as SELLER's **single agent**, a fiduciary, with the duties listed in the Single Agent Notice in Section 8. Florida does not allow dual agency. BROKER may change to a transaction broker for a transaction only with SELLER's prior written consent, as described in Section 8.

BROKER or Keith's Pro Team will not necessarily be physically present at inspections, appraisals, or closing, or deliver keys. BROKER carries Errors & Omissions insurance.

6. Compensation

SELLER will pay BROKER **1.5% of the sale price, with a $4,500 minimum**, at closing. Nothing is due at signing. The commission is earned if, during the term, or under a contract signed during the term:

- The Property or any interest in it is sold, exchanged, or otherwise transferred, by any means, whether the buyer was found by SELLER, BROKER, or anyone else
- SELLER refuses to sign an offer at the price and terms in this Agreement, defaults on a signed contract, or agrees with a buyer to cancel a signed contract
- A sale occurs during the Protection Period in Section 9

If SELLER keeps a buyer's deposit as liquidated damages after a buyer default, BROKER receives 50% of it, not more than the commission.

Credits from a TruPropio flat-fee plan. If the Property was listed under TruPropio's Hybrid Flat-Fee MLS (Test the Waters) program, BROKER credits one of the following against the commission at closing:

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- **$49 plus up to two paid Continue Hybrid monthly fees (up to $247)**, if SELLER signs this Agreement within 60 days after the Hybrid 18-day Test Period ended; or
- **$248** (the $49 entry fee and the $199 cancellation fee), if SELLER signs this Agreement within 90 days after cancelling the Hybrid listing, or within 60 days after relisting under the Comeback Addendum.

Credit applied: $_____. Only one credit applies. It is applied only if the sale closes under this Agreement and is never paid in cash.

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

7. Cooperation with Other Brokers

BROKER will cooperate with other brokers and their agents. Compensation to a broker or agent working with a buyer is not offered or set through the MLS and is fully negotiable. SELLER owes buyer-side compensation only if SELLER agrees to it in writing, either (a) in a specific purchase contract, or (b) in a separate written agreement; both may apply to the same transaction if SELLER agrees to both. If SELLER intends to offer buyer-side compensation, enter it here: _____.

A buyer may work with a licensee as a single agent, as a transaction broker, or with no brokerage relationship. BROKER may cooperate with any of them.

8. Brokerage Relationship Notices

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

As a single agent, TruPropio, LLC and its Associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

Date _____ Signature _____ Signature _____

CONSENT TO TRANSITION TO TRANSACTION BROKER

FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT.

As a transaction broker, TruPropio, LLC and its Associates, provides to you a limited form of representation that includes the following duties:

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1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

_____ _____ I agree that my agent may assume the role and duties of a transaction broker. (Optional; initial only if SELLER agrees.)

Compensation notice. 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.

9. Term, Extension, and Cancellation

Term. This Agreement begins on _____, 20___ (or the date of MLS entry) and ends at 11:59 p.m. on _____, 20___, six months later (the "**Termination Date**"). It does not renew automatically, and SELLER does not need to give notice for it to end on the Termination Date.

Under contract. If a sales contract is signed before the Termination Date, this Agreement extends through closing of that contract.

Other extensions. Any other extension of the Termination Date, including to finish negotiating an offer received near the end of the term, requires a written amendment signed by SELLER and BROKER.

Cancellation. SELLER may cancel this Agreement before the Termination Date by giving BROKER 30 days' written notice and paying a **$300 cancellation fee**, which covers the professional photography and marketing setup already provided. SELLER may not cancel while the Property is under a signed sales contract.

Protection Period. If, within 60 days after the Termination Date or cancellation, SELLER signs a contract to sell the Property to a buyer who was introduced to the Property, or with whom BROKER or a cooperating licensee communicated, before then, SELLER owes the commission in Section 6. This does not apply if SELLER has relisted the Property with another broker.

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

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10. Photos, Content, and Copyright

Broker content. Photography and other content BROKER commissions ("Broker Content") is owned or controlled by BROKER. SELLER has no right, title, or interest in it.

Seller content. 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. For any photos, video, floor plans, or descriptions SELLER supplies ("Seller Content"), SELLER agrees:

- **Only content SELLER owns or paid for.** SELLER supplies only content SELLER personally created, or purchased with the written right to use it to market the Property, shown by a paid receipt and the creator's written permission. SELLER will not supply 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 Seller Content is published, SELLER certifies that SELLER created it or provides the receipt and permission. BROKER may request proof at any time and may remove any Seller Content without notice.
- **License.** SELLER grants BROKER a non-exclusive, royalty-free license to use Seller Content in MLSs, 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 Seller Content infringes a copyright or other right, and will 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 this Agreement ends.

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

11. Indemnification

SELLER holds TruPropio, LLC and its agents, brokers, affiliates, employees, owners, and shareholders harmless from losses arising from SELLER's negligence, misrepresentations, or misleading statements; undisclosed material facts about the Property; or loss or theft related to lockbox use or SELLER's failure to secure valuables. TruPropio recommends that SELLER consult a real estate attorney before signing a purchase contract and before closing. This Agreement does not guarantee a sale.

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

12. 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. Sections 6 (Compensation), 7, 9 (Protection Period), 10, 11, and 12 survive the end of this Agreement. Notices go in writing to TruPropio, LLC, 3110 First Ave N, Ste 2M 2FL PMB 1051, St. Petersburg, FL 33713. The TruPropio Terms of Use (trupropio.com/terms) also apply; if they conflict with this Agreement, this Agreement controls. BROKER will give 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* _____

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

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