SAMPLE FOR REVIEW ONLY · NOT FOR SIGNATURE · Your agreement is issued for signature at checkout

TruPropio, LLC

Traditional Flat-Fee MLS Listing Agreement

Traditional Flat-Fee MLS · Self-Represented Seller · Exclusive Agency · 6-Month Listing

AT SIGNING	LISTING TERM	AT CLOSING*
$399	**6 months**	**$499**

**Self-managed. $1,295 with Contract to Close coordination, which replaces the $499 (Section 1). After 6 months, SELLER may continue month to month at $79 (Section 3).*

1. Fees

Listing term (first 6 months)

- **$399** at signing for 6 months on the MLS, including price consultations at signup and on day 17. Non-refundable once the listing is live in the MLS.
- **Closing fee**, due only at closing: **$499** self-managed, or **$1,295** with Contract to Close coordination (Section 4), which replaces the $499. SELLER chooses at signup and may switch to coordination any time before going under contract. No other success fee.

After 6 months, if not under contract (SELLER's choice, Section 3)

- **Continue month to month: $79 per month,** charged on the same day each month until SELLER cancels. Same closing fees. Nothing renews automatically; SELLER must elect it.
- **Pro credit:** the $399 is credited toward the Pro commission at closing if SELLER moves to Pro within 30 days after the listing goes live in the MLS (Section 3).
- **No cancellation fee:** SELLER may cancel at any time, except while under contract (Section 3). The $399 is not refunded.

Why the $399 is paid up front. Putting a listing on the MLS costs TruPropio about $200: onboarding, MLS data entry by our MLS team, required addenda, and seller support. The $399 covers that cost and six months of MLS service, so there is no monthly fee during the first six months and no cancellation fee. 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)

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

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.

SAMPLE

SAMPLE FOR REVIEW ONLY · NOT FOR SIGNATURE · Your agreement is issued for signature at checkout

3. Term, Continuation, and Cancellation

Term. This Agreement begins on _____, 20___ (or the date of MLS entry) and ends at 11:59 p.m. on _____, 20___ (the "Expiration Date," 6 months after the start), unless SELLER elects month-to-month continuation or it ends earlier as stated below. It does not renew automatically, and SELLER does not need to give notice for it to end.

Under contract. If the Property goes under contract, this Agreement continues toward closing. If a contract is canceled or terminated before closing, SELLER must change the listing status back to Active in the Seller Control Panel within 24 hours (Section 5).

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 withdraws the listing from the MLS within 24 hours and this Agreement ends. There is no cancellation fee, and the $399 is not refunded. SELLER is then free to list the Property with another broker right away.

Month-to-month continuation. Before the Expiration Date, SELLER may elect in the Seller Control Panel to keep the listing live at $79 per month. The first $79 is charged the day after the Expiration Date, then on the same day each month. SELLER may cancel at any time, except while under contract, and charges stop before the next month; paid months are not refunded. If SELLER makes no election, BROKER withdraws the listing on the Expiration Date with no further charges.

Pro credit. If SELLER signs a Pro listing agreement (Keith's Pro Team) within 30 days after the listing goes live in the MLS, it replaces this Agreement, and the $399 is 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 further monthly fees.

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

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); and price consultations at signup and on day 17.

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, any CMA SELLER purchases, and market data are guidance; SELLER makes every pricing and negotiation decision. A CMA is BROKER's analysis of comparable sales, not an appraisal.

SAMPLE

SAMPLE FOR REVIEW ONLY · NOT FOR SIGNATURE · Your agreement is issued for signature at checkout

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 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: _____ _____ _____ _____

SAMPLE

SAMPLE FOR REVIEW ONLY · NOT FOR SIGNATURE · Your agreement is issued for signature at checkout

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: _____

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* _____

SAMPLE

SAMPLE FOR REVIEW ONLY · NOT FOR SIGNATURE · Your agreement is issued for signature at checkout

BROKER: TruPropio, LLC, by _____ Date _____

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

SAMPLE