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**MLS ENTRY ONLY CONTRACT**

Brokerage Firm: \_\_\_\_\_ Property Owner Name(s): \_\_\_\_\_  
 Address of Firm: \_\_\_\_\_ Property Owner Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Office Phone: \_\_\_\_\_ Property Owner Phone: \_\_\_\_\_  
 Broker: \_\_\_\_\_ Property Owner Email: \_\_\_\_\_  
 Broker Phone: \_\_\_\_\_  
 Broker Email: \_\_\_\_\_

1. **TERM OF CONTRACT.** This MLS Entry Only Contract ("Contract") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Brokerage Firm (Brokerage Firm and Broker are hereinafter together the "Broker") and Property Owner. In consideration of the agreement of Broker to provide MLS entry only for the Property (as hereinafter defined) and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Property Owner grants to Broker the  exclusive or  non-exclusive right to  **sell** or  **lease** the Property beginning on \_\_\_\_\_, 20\_\_ until 11:59 p.m. on \_\_\_\_\_, 20\_\_ (the "Term").

2. **PROPERTY DESCRIPTION.** This  Residential  Condominium  Multi-Family  Commercial/Industrial  Vacant  Other: \_\_\_\_\_ property is located in the  Village  Township  City of \_\_\_\_\_, County of \_\_\_\_\_, Michigan and commonly known as (street address) \_\_\_\_\_ (zip code) \_\_\_\_\_.

The legal description is: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (the "Real Property").

The Real Property is being sold or leased, as applicable, together with all improvements and appurtenances, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware, attached floor coverings, attached fireplace doors, screens, gas logs, garage door openers and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm systems, radio and television antennas, rotors and controls, water softener equipment (unless rented), water pumps, pressure tanks, fuel in tanks, incinerator, if any, and gas, oil and mineral rights owned by Property Owner, and \_\_\_\_\_

\_\_\_\_\_ (the "Personal Property")  
 (collectively, Real Property and the Personal Property are hereinafter referred to as the "Property").

Notwithstanding the foregoing, the following items are excluded from the Property:  
 \_\_\_\_\_  
 \_\_\_\_\_.

3. **SERVICES.** During the Term, the Broker shall list the Property on the Realcomp Multiple Listing Service, which listing shall direct inquiries regarding the Property to Property Owner (the "MLS Entry Only"). Broker has no duty to find or obtain a purchaser for the Property.

Property Owner acknowledges that the MLS Entry Only provisions do not include the preparation of any disclosure documents, market analysis of the Property, or marketing or promoting the Property other than listing the Property on the MLS. Broker shall not perform any inspection of the Property, schedule tours or open houses of the Property, evaluate potential purchasers and offers, or provide any other services other than what is expressly provided for herein. Once Broker has submitted the listing with the MLS, Property Owner shall be entitled to \_\_\_ free changes to the MLS Listing. After the allotted number of free changes have been made, Property Owner shall pay to Broker \$\_\_\_\_\_ for each additional requested change.

#### 4. BROKER COMMISSIONS.

***BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.***

- a. **Sale or Lease Fee.** Property Owner agrees to pay at the time of executing this Contract and in the manner provided herein a nonrefundable service fee of \$\_\_\_\_\_ for the initial term of the Contract. The service fee charged is for placing the initial Property information into the MLS. As set forth herein, it is not the Broker's responsibility to provide additional services. ***The parties understand, acknowledge and agree that the foregoing agreement on compensation is objectively ascertainable and not open-ended.***
- b. **Cooperation.** Property Owner acknowledges and agrees that Broker may (but shall be under no obligation to) offer compensation for cooperation to subagents, buyer/tenant agents and/or brokers, or other professionals (e.g., a real estate attorney) representing a buyer, and that such parties, even if compensated by Broker or Property Owner, will represent the interests of their buyer/tenant clients. ***Any such offer of compensation from Broker or Property Owner to any such third-party shall: (i) be in a separate arms-length conspicuously, written agreement between such parties; (ii) be made only with Property Owner's prior written approval; (iii) be provided to Property Owner in advance of any payment or agreement to pay; and (iv) clearly specify the amount or rate of any such payment.***
- c. **Negotiation.** Property Owner and Broker acknowledge that they have freely, voluntarily and with full knowledge and capacity, negotiated the agreed upon compensation between themselves and that it was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this Contract.

**5. CONCESSIONS.** Property Owner agrees that it is willing to provide the following concessions to a prospective buyer of the Property:

- a.  \$\_\_\_\_\_ for Closing Costs
- b.  \$ \_\_\_\_\_ for Property Improvement Costs
- c.  \$ \_\_\_\_\_ for Financing Costs
- d.  \$ \_\_\_\_\_ for Professional Fees (other than broker commissions)
- e.  \$ \_\_\_\_\_ for Other Costs (other than broker commissions)
- f.  \$ \_\_\_\_\_ sum of Total Concessions

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6. **MULTI-LIST/COOPERATION.** Property Owner acknowledges that the assistance of the Realcomp Multiple Listing Service (“Realcomp”) has been fully explained and Broker is authorized to multi-list the Property with Realcomp. Property Owner authorizes Broker to distribute information about the Property with Realcomp and internet websites that are appropriate for the most effective exposure for the Property to potential buyers and tenants. Property Owner authorizes Realcomp and such internet websites to disseminate the information so provided to its participants according to their rules and regulations and data share and license agreements. Property Owner holds harmless Realcomp, the internet websites and Broker from any liability for errors and omissions in the listing information so disseminated and from claims arising from or pertaining to the dissemination of information about the Property.

7. **CANCELLATION.** Prior to the end of the Term, this Contract may be cancelled or revoked only by mutual consent of both Broker and Property Owner in writing.

8. **TITLE.** Property Owner represents and warrants that:

- a. Property Owner is the exclusive holder of the interest to be conveyed pursuant to the terms of this Contract or that Property Owner is the duly authorized agent of the holder of such interest and is specifically empowered to enter into this Contract and to convey such interest; and
- b. Title to the Property is good and marketable and Property Owner will execute and deliver a warranty deed, land contract, lease or such other instruments of assignment or conveyance as shall be required by Property Owner’s agreement with a buyer or tenant. Such deed shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations, and covenants of record and (e.g. special assessments): \_\_\_\_\_. Property Owner acknowledges receipt of Broker’s Affiliated Business Arrangement Disclosure prior to its referral to Broker’s affiliated businesses. Property Owner shall furnish such owner’s title insurance policy without standard exceptions certified to the date of closing as is required by an agreement to sell the Property through the following title company: \_\_\_\_\_.

9. **COPYRIGHT & EXCLUSIVE USE.** Property Owner hereby consents to taking pictures and/or video of the Property (the “Visual Media”) and consents to the unlimited and perpetual use of such Visual Media by Broker or any of Broker’s designees. “Use” shall include, without limitation, the reproduction, modification, adaptation, publishing, creation and derivative works from, distribution and display of any and all Visual Media throughout the world in any format.

Furthermore, Property Owner hereby irrevocably assigns, transfers, sets over and conveys to Broker all of Property Owner’s rights, title and interest in and to certain photographs and/or video of the Property taken by the Property Owner and provided to Broker (the “Property Owner’s Media”). Such assignment and transfer includes, without limitation, the right to grant permission to publish and/or republish the Property Owner’s Media in whole or in part in any format throughout the world.

10. **REPRESENTATIONS.** Property Owner hereby acknowledges that Broker is relying upon the representations, whether oral or written, made by Property Owner with respect to the

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Property. Property Owner warrants to Broker that any representations Property Owner has made or shall hereafter make are true and correct and Broker is authorized to make such representations to prospective buyers or tenants.

11. **DESIGNATED AGENCY.** Broker and Property Owner hereby designate \_\_\_\_\_ as the Property Owner's Designated Agent(s).

12. **CITIZENSHIP.** Property Owner  is  is not a citizen of the United States of America.

13. **NON-DISCRIMINATION.** Broker and Property Owner acknowledge and agree that discrimination by any party because of religion, race, color, national origin, age, sex, sexual orientation, gender identity, disability, familial status, or marital status, is prohibited.

14. **PROPERTY OWNER'S COMPLIANCE.** Property Owner shall comply with all applicable federal, state, and local laws, rules and regulations and shall make timely, accurate and complete disclosure to Broker and any prospective buyer or tenant of all material information about the Property.

15. **YEAR BUILT.** Property Owner represents and warrants that the Property  was  was not built before 1978.

16. **REGULATORY NOTICE.** Property Owner acknowledges notice that Broker and its licensees may accept a fee or other consideration for the placement of an abstract, mortgage, loan, life, fire, theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consents thereto as required by Board of Real Estate Brokers and Salespersons Rule 339.22321, 1997 AACS R 339.22321, as amended.

17. **RELEASE.** Property Owner acknowledges and agrees that the sale of the Property encompasses many professional disciplines and, while Broker possesses considerable general and real estate knowledge, Broker and its licensees are not experts in the areas of law, tax, financing, insurance, surveying, structural conditions, hazardous materials, infestations, fungi, engineering, appraisal, and other pertinent topics. Property Owner acknowledges that Broker advised it to seek professional advice from experts in these and other areas of professional expertise at Property Owner's expense and Property Owner releases Broker and its licensees from any liability in such areas. In the event that Broker or its licensees provides Property Owner with names or sources for such advice and assistance, Property Owner acknowledges and agrees that Broker and its licensees do not warrant or guarantee such services or products.

18. **ADVICE OF COUNSEL.** Property Owner acknowledges Broker's recommendation that Property Owner retain an attorney to advise it regarding this Contract and the sale or lease of the Property.

19. **DEFENSE AND INDEMNIFICATION.** Property Owner shall defend, indemnify and hold harmless Broker and its licensees from and against all claims related to the Property except for liability for damages resulting from the gross negligence and/or intentional misconduct by Broker and its licensees.

20. **LIMITATION.** Property Owner and Broker agree that any and all claims or lawsuits between the parties relating to this Contract must be filed no more than six (6) months after the date of termination of this Contract. The parties waive any statute of limitations to the contrary.

21. **COSTS OF COLLECTION:** Property Owner agrees to pay or reimburse Broker for all costs and expenses incurred in enforcing the terms of this Contract, including actual attorneys' fees, together with all other expenses incurred by Broker due to Property Owner's default.

22. **EFFECTIVE DATE.** The effective date of this Contract shall be the date as of which the Contract has been signed by Property Owner.

23. **SIGNATORIES.** The undersigned Property Owner represents that all parties in title are a signatory on this Contract.

24. **ACKNOWLEDGEMENT.** Property Owner acknowledges that he or she has read and received a copy of this Contract.

25. **MISCELLANEOUS.** This Contract shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Michigan and the parties consent to the jurisdiction of the courts of the State of Michigan for all purposes hereunder. This Contract constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior arrangements, understandings, negotiations, and discussions, whether oral or written, of the parties. No amendment, supplement, modification, waiver or termination of this Contract shall be binding unless in writing and executed by the party against whom enforcement is sought. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. All of the terms and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise expressly provided herein, nothing herein is intended to confer upon any person, other than the parties, and their respective successors and permitted assigns, any rights or remedies whatsoever. This Contract may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Any electronic signature hereon shall be given the same force and effect as an original signature. Time shall be deemed to be of the essence of this Contract. The captions inserted herein are inserted only as a matter of convenience and in no way define, limit, construe, affect or describe the scope or intent of this Contract. Wherever herein the singular is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa, whenever the context so requires. The parties hereto have participated in the drafting, preparation and negotiation of this Contract. Each of the parties acknowledges such participation and negotiation in order to avoid the application of any rule construing contractual language against the drafter thereof and agrees that the provisions of this Contract shall be construed without prejudice to the party who actually memorialized this Contract in final form. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be

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affected thereby. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the day thereof if delivered by hand and receipted for by the party to whom said notice or other communications shall have been directed or three (3) days after mailed by certified or registered mail with postage prepaid or one (1) day after depositing said notice in the hands of a nationally recognized overnight delivery service and addressed to the party at its address set forth above. As used herein, "person" means any individual, partnership, corporation, limited liability company, limited partnership, trust, unincorporated association, governmental body or other entity; "affiliate" means any person controlling, controlled by or under common control with the referenced person; and "control" and its correlatives means: the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or other interests, by contract or otherwise.

**26. ADDITIONAL TERMS.** \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

*Remainder of page blank; signature page follows.*

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**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the Effective Date.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Brokerage Firm

By: \_\_\_\_\_  
Authorized Representative

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