

JACK KELLER INC. REALTORS

2440 WEST BAY DRIVE
LARGO, FLORIDA 33770
727-586-1497

Since 1975

MLS Form Instructions

1. You should have received **Forms A, B, E & F**. (*Forms E & F only need to be completed if the structure was built before 1978.*)

(These are interactive PDF forms which may be filled out on your computer but must still be printed and physically signed by all parties.)

2. Complete **Form A**, completely and accurately. All owners must sign and date where indicated on **Form B**. (*Make sure all areas are filled out completely or we cannot upload your property to the MLS!*)

3. If the structure was built *before* 1978, read **Form F**, and all owners must complete, sign and date the areas that are indicated on **Form E**.

4. MAIL, FAX or SCAN & E-MAIL **Forms A, B, and E** (*if applicable*), to the address, fax #, or e-mail address listed. E-MAIL PHOTOS TO: PHOTOS@JACKKELLER.COM & LISTINGS TO: LISTINGS@JACKKELLER.COM

5. If the owner of the property is a "Trust" or you have a "Power of Attorney" for one of the owners be sure to send us a copy of the portion of the trust agreement that names you a beneficiary or trustee; or a copy of the "Power of Attorney".

6. **SEND AT LEAST 1 PHOTO.** MLS rules REQUIRE at least 1 exterior photo of the front of the property to be loaded at the time we place your property in the MLS system. DUE TO THIS WE WILL NOT BE ABLE TO COMPLETE YOUR MLS LISTING UNTIL WE RECEIVE AT LEAST 1 PHOTO.

There are fines involved if we are not notified promptly of any changes/corrections/sales/contracts!

In the event that you decide to come into our office to list, a minimum of \$150 per property will be charged.

When Jack Keller Inc., REALTORS, receives all completed and signed forms, your listing will be processed and uploaded into the MLS system. After your property is uploaded we will send you a copy of the actual complete listing from the MLS system. **YOUR PAYMENT IS DUE WITHIN FIVE DAYS.** Please send a check or money order for \$150.00 per property payable to *Jack Keller Inc.*, at the address listed above. You may also pay by credit card on-line by going to www.PayJackKeller.com

PLEASE NOTIFY JACK KELLER INC., REALTORS WHEN YOU HAVE SIGNED A SALES CONTRACT. MLS rules require the property to be marked "CONTRACT PENDING" within 48 hours of a signed sales contract. (otherwise there may be fines involved) We'll instruct the MLS that there are "Back ups requested", just so that no grass grows under your feet while you're awaiting closing.

PLEASE NOTIFY JACK KELLER INC., REALTORS WHEN YOUR SALE HAS CLOSED. MLS rules require the property to be marked "SOLD" within 48 hours of closing. That way we can remove the property from the MLS system and plug in the sales price and sales terms for the appraisers. This will also help eliminate phone calls from other REALTORS.

FAX: (727) 586-1499 (our fax is on 24/7)

E-MAIL PHOTOS TO: PHOTOS@JACKKELLER.COM & LISTINGS TO: LISTINGS@JACKKELLER.COM

******* PLEASE *DO NOT* SEND US THIS PAGE!!*******

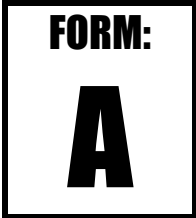
HOURS: M-F 9a.m.-5p.m. EST. (excluding holidays)

NON-REPRESENTATION BROKER EXCLUSIVE NON-AGENCY LISTING AGREEMENT

BROKER: Jack Keller Phone#: 727-586-1497

Brokerage: Jack Keller, Inc.

Address: 2440 West Bay Drive, Largo, FL 33770-1933



*******All areas in the box below are REQUIRED.*******

Owner Name(s): _____

Property Address: _____

Legal Description: _____
(See tax record info)

Effective Date: _____ Expiration Date: ____ / ____ / ____

List Price:\$ _____ **Commission to selling real estate office:** _____
(The REALTOR that brings you the buyer is considered the "selling real estate office")
*MLS rules **REQUIRE** a commission to be offered to a REALTOR® that brings you a buyer. The commission is an amount of your choice and may be either a FLAT FEE or a % of the sales price.*

Latent Defects: _____
(See heading below. If none enter N/A)

Special Terms: _____
(If none enter N/A)

Is Owner #1 a U.S. Citizen: YES NO Is Owner #2 a U.S. Citizen: YES NO

NO BROKERAGE RELATIONSHIP NOTICE:

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, Jack Keller, Inc., Jack Keller, and its associates owe to you the following duties:

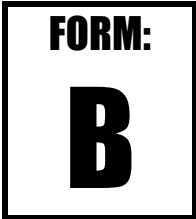
1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all the funds entrusted to the licensee.

NON-REPRESENTATION BROKERAGE STATUS: Broker will act as a non-agent non-representation broker to facilitate a transaction between Seller(s) and a buyer. Seller(s) understands that Broker does not represent Seller(s) as Seller's agent. Broker will treat both parties with honesty and fairness; will disclose all facts materially affecting the value of the property to both parties; will account to both parties for money or property that comes into Broker's possession; and will use skill, care and diligence in facilitating the transaction.

MULTIPLE LISTING SERVICE: Seller(s) requests the listing Broker to publish this listing with the Multiple Listing Service. Seller(s) agrees to comply with the rules, regulations and decisions of the Multiple Listing Service. Listing Broker may unilaterally withdraw the listing from the MLS for non-compliance. Seller(s) agrees to promptly reimburse and compensate listing Broker for all charges or fines levied by the MLS for non-compliance. Seller(s) agrees to indemnify and hold the listing Broker harmless for any technical issues, problems, changes or decisions of the Multiple Listing Service, reciprocal computer systems, or any other electronic media that adversely affect efforts to procure a transaction through the use of said service and Broker may change any policies and fees at any time it deems appropriate in response thereto. In the event no expiration date is filled in above, the term of this agreement shall be for two months from the Effective Date. Seller(s) agrees to use the same list price in all other forms of media in which the property is advertised. Seller(s) agrees to allow listing broker to disclose a possible short sale, actual short sale or pre-foreclosure when such an instance occurs or is a possibility.

LISTING BROKER COMPENSATION: Broker shall be compensated at a rate of \$150.00 per property, for professional services rendered in listing the property in the Multiple Listing Service. Services shall include, but are not limited to, required disclosures, listing agreement, MLS profile sheets, data entry to MLS system, initial printouts and photo installation. A late fee of \$25.00 per week may be charged by Broker on any fees more than seven days past due and Broker may charge additional fees when reactivating expired, withdrawn or cancelled listings, and may charge selling brokers a transaction fee to be collected at closing.

NON-REPRESENTATION BROKER EXCLUSIVE NON-AGENCY LISTING AGREEMENT



CONSULTATION ON REQUEST: Upon Seller’s request, Broker will provide additional services for a fee or consultation services at the hourly rate of \$150.00 per hour, pro-rated to the nearest minute, including travel time. While Broker is licensed and legally qualified to give advice concerning real estate transactions, Seller(s) understands that legal and tax counseling is advisable prior to entry into any transaction and special legal and tax counseling is advisable if Seller(s) is not a U.S. citizen. Seller(s) shall, when billed, promptly pay Broker for professional services rendered at said rate.

FAILURE TO COMPENSATE: In the event of Seller’s failure to promptly pay and/or reimburse Broker, Broker may unilaterally withdraw all property from the Multiple Listing Service, remove the lockbox and/or sign, place a lien on Seller(s) property, and all services by Broker shall terminate. If any bill for professional services is left unpaid, and/or the Seller(s) has breached the terms hereof, any damage deposit(s) may be used by Broker for repairs and/or replacement, and/or to pay any unsettled accounts for professional services, and/or to pay any damages sustained by Broker, and/or to reimburse Broker for any bank charges incurred by Broker due to any checks being returned by Seller’s bank, and any of said deposit(s) not so used shall be returned to Seller. A fee of \$25 will be charged on any returned check. Seller agrees to pay Broker’s reasonable attorneys’ fees, court costs, collection service costs, and all other costs incident to collection.

SELLING BROKER COMPENSATION: Seller(s) offers the compensation specified above to members of the Multiple Listing Service, including Buyer’s agents, transaction brokers, and non-representation brokers, for procuring a prospect ready, willing and able to enter into a transaction with the Seller(s) in accordance with the terms and conditions set forth herein, or upon lesser price, terms and conditions acceptable to Seller(s), during the listing period specified above, or within the subsequent protection period of 120 days, to anyone whom a member of the Multiple Listing Service, Buyer’s agent or other transaction broker has shown the property prior to final listing termination. However, no compensation will be due Broker if property is relisted after termination date with another broker.

LOCKBOX PLACEMENT: UNAUTHORIZED USE: If a lockbox is requested to be placed on the property by Seller(s), Seller(s) agrees that Broker, the Multiple Listing Service and/or its members shall not be responsible for its unlawful or unauthorized entry or use.

TITLE TO PROPERTY: Seller(s) certifies and represents that he/she/it is legally entitled to convey the property and all improvements thereon, and that the title and right to possession of the property is free of encumbrances and defects which cannot be removed prior to settlement. Seller(s) will provide title insurance as may be required to settle the transaction, and will execute and deliver all settlement documents in a timely fashion.

LATENT DEFECTS: Seller(s) agrees to make all legally required disclosures, including all facts which may materially affect the value or desirability of the property and are not readily observable or known by the buyer. Seller(s) has no knowledge of any such latent defects other than those specified above, and will disclose such to buyer, buyer’s agent, transaction broker, or other member of the Multiple Listing Service, including any material facts that arise after the effective date of this agreement.

OWNER-PROCURED TRANSACTION: No compensation will be payable to selling broker if Seller(s) obtains a buyer through his/her/its own efforts, and not through efforts, assistance, materials and/or information provided by a buyer’s agent, transaction broker or other member of the Multiple Listing Service; and provided that a transaction is not made with anyone with whom the Seller(s) had previous knowledge of that person’s interest or had discussions and/or negotiations concerning same at or prior to the effective date of this listing agreement, unless the names of the persons are set forth herein.

SELLER(S) OBLIGATION TO INFORM BROKER: Seller(s) agrees to inform Broker immediately upon Seller(s) entering into a sales contract with a buyer procured by either Seller(s), Buyer’s Agent, Transaction Broker or other member of the Multiple Listing Service; and shall include the buyer’s name(s), financing arrangements, contingencies, contract date, title or escrow agent, settlement date and price. In the event Seller(s) fails to comply with this provision, Broker may unilaterally withdraw the listing from the Multiple Listing Service, charge Seller(s) a \$299 penalty in addition to any fines levied by MLS service and remove the lockbox (if any) at the hourly rate of \$150.00 per hour, pro-rated to the nearest minute, including travel time., and said fee may be taken from any lockbox deposit or other deposits on account, and any unused portion shall be returned to Seller(s). Seller(s) agrees to pay Broker’s reasonable attorneys’ fees, court costs, collection service costs, and all other costs incident to collection.

DISCRIMINATION: Seller(s) and Broker will offer the property described above to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law.

PERSONS BOUND: MISCELLANEOUS: This agreement shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Listing Broker may assign this agreement to another listing office. Signatures, initials and modifications communicated by facsimile or electronic methods will be considered as originals. The term “buyer” as used in this agreement shall include buyers, tenants, exchangers, optionees and other categories of potential or actual transferees. Seller(s) may withdraw or cancel “active” listing agreement at any time and this agreement shall be terminated, provided that no Contract for Sale is pending and all fees have been paid to Broker. Seller(s) requests that the listing expiration date be extended forty-five days in the event listing expires while under contract; (for MLS statistical purposes only). Seller authorizes Broker to unilaterally withdraw from this agreement for any reason.

ACKNOWLEDGEMENT: Seller(s) acknowledges retaining or receiving a copy of this listing. Seller(s) and Broker agree that this constitutes the entire listing agreement between them and may only be modified, extended or cancelled by written agreement between them. Included in this listing agreement is a written property profile sheet attached hereto. Seller(s) hereby represents all statements contained herein to be true and accurate to the best of his/her/its knowledge and belief, and agrees to hold Broker and any cooperating Brokers harmless from any liability in connection therewith.

ALL OWNERS MUST SIGN HERE!

Owner Signature

Owner Signature

Owner Signature

Date

X _____ **Date:** _____

Brokerage Acceptance (For office use only)

Complying With the Lead-based Paint Law: Licensee Notice to Seller/Landlord

FLORIDA ASSOCIATION OF REALTORS®



I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

F

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

A. The following Lead Warning Statement: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) above that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

E

3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

- A.** The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
- B.** A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.
- C.** A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.
- D.** A statement by the tenant:
 - (1) affirming receipt of the information paragraph 3.B. and C. above; and
 - (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.
- E.** A statement by each real estate licensee/agent involved in the transaction that:
 - (1) the licensee/agent has informed you of your legal obligations; and
 - (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.
- F.** Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.



This information sheet was provided by Jack Keller, Inc.,
(licensee) to seller or landlord on the ____ day of _____, 19____.

Seller/Landlord makes the following disclosure to licensee:

- (1) Lead-based paint and lead-based paint hazards in the housing:** (check one)
 - (a) Seller/Landlord has no knowledge of LBP/LBPH in the housing.
 - (b) Seller/Landlord knows of the following LBP/LBPH in the housing (describe all known additional information): _____

CHOOSE a or b

- (2) Available Records and Reports:** (check one)
 - (a) Seller/Landlord has no records or reports regarding LBP/LBPH in the housing.
 - (b) Seller/Landlord has available the following documents regarding LBP/LBPH in the housing: _____

 _____  _____
 Seller/Landlord Date Seller/Landlord Date

ALL OWNERS SIGN HERE & RETURN OR FAX BACK

**JACK
KELLER**
INC.
REALTORS
2440 WEST BAY DRIVE
LARGO, FLORIDA 33770
727-586-1497
Since 1975

Change/Update Form

Please fill out as much information as possible

Failure to fill in your MLS# will result in a delay in changes/updates.

Owners full name(s): _____

Contact ph#: _____ MLS#: _____

Listed property address: _____

What would you like to do?

- Price change to: \$ _____
- Commission change to: _____
- ***If you want to EXTEND a non-expired MLS listing go to www.Change.JackKeller.com for details.
- Make a correction/update.
(Specify the correction/update at the bottom left of the page)
- ***If you want to RE-LIST an EXPIRED MLS listing go to www.Change.JackKeller.com for details.

- RE-ACTIVATE my non-expired MLS listing.
(There is a fee to do this)
- WITHDRAWL my listing from the MLS system
Reason: _____

(PLEASE MAKE SURE TO FILL IN ALL OF THE INFORMATION BELOW)

- I have a signed sales CONTRACT.
- I've SOLD & CLOSED it.

> CONTRACT/SALE information goes below:

Contract Date: _____ Closing Date: _____ Sale Price \$: _____
(The date when all parties signed the contract.) (The date when the property did or is expected to close)

What type of financing did/is the buyer using?: Conventional FHA VA Cash Other

Was the buyer represented by a REALTOR?: Yes
 No

If it was a REALTOR what was the REALTOR's Name: _____

What Real Estate Office is he/she with?: _____

What TITLE company is going to be used? _____
(If you don't know yet enter "unknown" and then notify us as soon as a Title company has been chosen)

What's the TITLE company's ph#? _____ Representative's Name: _____

Correction/Update information goes below:

Mail or Fax to: 727-586-1499
(our fax is on 24/7)

-or-

Scan & E-mail to: listings@jackkeller.com

ALL OWNERS MUST SIGN HERE!

Owner Signature _____

Owner Signature _____

Date _____