



Yourlgloo Inc. Exclusive Agency Contract – Alabama /SBOR



Listing No. (leave blank) _____

Date of Contract _____

I/We _____ (Owners)

In consideration of your agreement to file and to use your efforts to secure a purchaser for the property

Described as (address) _____

Price: _____ Terms: Buyer may pay cash or obtain mortgage financing pursuant to the terms of a contract for sale and purchase. Interest on encumbrances, taxes, insurance and rents shall be adjusted and prorated at date of closing. Improvement liens are to be paid by seller. And your further agreement to file it with other REALTORS, real estate brokers and Realtor.com and in further consideration of you paying applicable fee to the Birmingham Area Multiple Listing Service ("MLS") system in order to file said property with its members and Realtor.com. SELLER AND BROKER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE MLS AND THE BIRMINGHAM ASSOCIATION OF REALTORS, INC., AGAINST AND FROM ANY CLAIMS, SUITS, DAMAGES, LOSSES OR OTHER COSTS OR EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RELATING TO, ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED INACCURATE OR INCOMPLETE INFORMATION OR UNLAWFUL RESTRICTIONS OR REMARKS REGARDING THE PROPERTY THAT IS ENTERED INTO THE MLS SYSTEM BY BROKER. _____ (initials of seller required)

I hereby give you for a period of six (6) months, starting date: ____/____/____ to expiration date of ____/____/____ or until the property sells from the date of execution, the Exclusive Agency to sell the property at the following price and terms, or any other price. Note: This contract may be cancelled for any reason at no expense to seller in the following manner: Written notice to Yourlgloo Inc. explaining the reason for cancellation by fax at 954-421-9892 or send US mail to: Yourlgloo Inc. 530 S. Federal Highway, Suite 203, Deerfield Beach, FL 33441

In case a purchaser for the property is secured, the usual and customary practice for title examination, curing title and closing the transaction shall apply. I agree to deliver to the purchaser a good and sufficient general warranty deed, free and clear of all liens and encumbrances of record and those which the purchaser shall assume as part of the purchase price and which are especially detailed above.

In consideration of the exclusive listing agreement, Yourlgloo Inc. agrees:

- To process the seller's property through the MLS (Multiple Listing Service), through Realtor.com, and through the website of our parent Company Yourlgloo Inc. a Delaware Corporation. Note: Yourlgloo will not be responsible for Realtor.com inaccuracies or omissions which are out of their control.
- To secure specific information regarding property in conjunction with the Seller.

In consideration of the above, the seller agrees:

- Allows Yourlgloo Inc. to place the property on the Realtor MLS (Multiple Listing Service, Realtor.com, Yourlgloo.com)
- THE BROKERAGE FEE PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS, BUT IN ALL CASES IS SET BY THE BROKER AND THE SELLER.
- To pay a _____% (note: 2.5 to 3.5% is recommended depending on area, if left blank 3%) commission to any licensed real estate broker or brokers agent who procures a Buyer. The commission shall be based on the selling price of the property and due and payable at closing.
- To cooperate with all licensed real estate agents in the showing of said property.
- To not solicit a licensed real estate agent's buyer who has previously viewed property.
- To "register" all buyers of licensed real estate agents that procures a showing of property.
- To only advertise property at the same agreed upon price as listed with Yourlgloo Inc.
- To ensure a timely reporting of the sale of the property required by the MLS, the seller agrees to forward a copy of the real estate sales contract, within 48 hours after the contract is signed between buyer and seller, and a copy of the HUD 1 Settlement Statement within 24 hours of settlement, whether utilizing the services of a licensed real estate broker or not, by either facsimile or overnight express mail, next day delivery to Yourlgloo Inc. The failure to do so may result in a \$250.00 noncompliance administration fee charged to the seller.
- That if legal recourse arises out of seller's non-performance under this Contract, Yourlgloo Inc. will be entitled to recover all fees and commissions, including, but not limited to, reasonable attorney's fees and cost.

FAIR HOUSING LAW

IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL ESTATE BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN OR FAMILIAL STATUS _____ (initials of seller required)

Disclaimer: Yourlgloo Inc. does not represent the seller of the property referenced above. Yourlgloo Inc. shall not advise or negotiate any seller/buyer transactions. Our only obligation is to provide Multiple Listing Service/Realtor.com and Yourlgloo.com. We do not guarantee the sale of your home. Furthermore, the seller agrees that the responsibility for the care and custody of said property shall not be Yourlgloo Inc. and any liability for damages which may occur to said property, including, but not limited to, authorizing access to said property by the use of a keybox, will be incumbent upon the seller. I DO _____ DO NOT _____ GIVE PERMISSION FOR A LOCKBOX TO BE PLACED ON MY PROPERTY! ALSO ACKNOWLEDGE THAT A LOCKBOX IS INTENDED ONLY AS AN AID TO MARKETING THE PROPERTY. IT IS NOT INTENDED OR DESIGNED AS A SECURITY DEVICE. _____ (initials of seller required)

The description of the listed property set forth in this agreement is true and correct to the best of the seller's knowledge. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BROKER AND BROKER'S AGENT AND ANY SUBAGENTS AGAINST AND FROM ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW (INCLUDING COURT COSTS AND ATTORNEY'S FEES) OR OTHER COST OR EXPENSES RELATING TO OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE SELLER PROPERTY INFORMATION SHEETS CONTAINED HEREIN OR OF ANY OTHER REPRESENTATIONS, ORAL OR WRITTEN, PROVIDED BY SELLER.

Seller _____

Date _____

Seller _____

Date _____

Date Accepted By Realtor _____

Broker _____ Rev 11/14/03