



FSBO MLS ENTRY & LIMITED ADVERTISING SERVICES AGREEMENT

(Administrative Services Only — No Brokerage Relationship — Separate from Any Listing Agreement)

This Agreement is entered into as of _____ (“Effective Date”) by and between:

Seller/Owner 1: _____

Seller/Owner 2 (if applicable): _____

Property Address: _____ (“Property”)

and

Nex Realty LLC, a Florida limited liability company (“Nex Realty” or “Brokerage”).

Broker: _____ (License # _____)

1) PURPOSE; NO BROKERAGE RELATIONSHIP

1.1 **Administrative Service Only.** Seller is a For Sale By Owner (“FSBO”) and desires limited, administrative assistance to publish Seller’s information in the MLS and related marketing syndication channels.

1.2 **No Representation / No Brokerage Relationship.** Seller and Nex Realty expressly agree that Nex Realty is not acting as Seller’s real estate broker, agent, transaction broker, single agent, fiduciary, or representative in connection with the sale of the Property. Nex Realty is providing administrative/clerical services only as described in this Agreement.

1.3 **No Advice.** Nex Realty will not provide legal advice, tax advice, financial advice, or professional inspections/engineering opinions. Seller is advised to consult appropriate professionals.

2) SELLER’S FULL RESPONSIBILITY; MATERIAL DEFECTS; COMPLIANCE

2.1 **Seller Controls the Sale.** Seller remains solely responsible for pricing, terms, showings, screening buyers, negotiations, acceptance/counters, executing contracts/addenda, required disclosures, statutory compliance, and all communications with buyers and third parties (unless Seller purchases an add-on in Section 6).

2.2 **Material Defects & Disclosures.** Seller acknowledges Seller is **solely responsible** to disclose **all known material facts and defects** affecting the Property, including but not limited to roof, plumbing, electrical, HVAC, water intrusion, mold, termites, sinkholes, structural issues, permits/code issues, and HOA/condo matters.

2.3 **Accuracy of Information Provided.** Seller warrants all information provided to Nex Realty is true, accurate, complete, and not misleading. Seller agrees to be responsible for MLS compliance issues or fines



caused by Seller-provided information.

2.4 Fair Housing & Advertising Compliance. Seller agrees all marketing content and communications must comply with Fair Housing and all applicable laws.

2.5 Access; Showings; Hold Harmless. Seller is solely responsible for providing access to the Property for prospective buyers and licensed real estate professionals (including scheduling, supervision, lockbox decisions, keys, codes, and occupant arrangements). Seller acknowledges that showings and access may involve risk of theft, damage, injury, or loss. Seller agrees to **defend, indemnify, and hold harmless** Nex Realty, its broker, agents, staff, and affiliates from any claims, losses, damages, or liabilities arising from or related to access to the Property, showings, lockbox use (if any), or the conduct of any buyer, guest, or real estate professional, except to the extent caused by Nex Realty's willful misconduct.

3) INCLUDED SERVICES (BASE PACKAGE)

For the One-Time Fee in Section 5, Nex Realty will provide the following limited services ("Services"):

- **MLS Placement** (local MLS based on Property location) using Seller-provided information
- **Massive Online Visibility:** syndication through MLS feeds to major consumer sites (where available), including Realtor.com, Zillow, Trulia, Homes.com, and many additional sites
- **Florida FAR/BAR Forms Provided:** FAR/BAR contracts, addenda, and common disclosures provided for Seller's optional use (**no legal advice**)
- **Buyer's Agent Commission:** entered exactly as set by Seller (if any)
- **Listing Updates & Changes:** reasonable MLS edits requested by Seller during the term
- **Cancel Anytime:** Seller may request cancellation without penalty (see Section 10)
- **Customer Service:** Mon–Fri 9:00am–5:00pm Eastern (phone support)
- **Showing Appointment Platform:** showing instructions/appointment method via MLS tools as available
- **MLS Photos:** upload up to 25 Seller-provided photos
- **Listing Turnaround:** typically within 2 business days after Seller provides all required data, photos, and payment

Get your FSBO in front of serious buyers fast. You stay in full control of showings and negotiations while we handle MLS placement, exposure, and updates that help your home get seen where buyers (and buyer agents) actually search.

4) WHAT IS NOT INCLUDED (UNLESS PURCHASED AS AN ADD-ON)

- Pricing strategy, valuation advice, or recommended list price
- Offer strategy, negotiation, counteroffers, or communications with buyer/agent
- Contract drafting beyond providing blank forms
- Contract review, risk analysis, or legal guidance
- Coordination of escrow, inspections, appraisals, lender items, repairs, or closing timelines



- Attendance at showings, open houses, inspections, or walk-throughs
- Verification of property condition, permits, zoning, legality, or title status
- Any guarantee of sale, price, timeline, or third-party website display accuracy

5) FEES & PAYMENT TERMS (NON-REFUNDABLE)

5.1 **Base Package Fee (First 120 Days):** Seller agrees to pay **\$499 flat** (“Base Fee”) **due at time of signing**. The Base Fee is earned upon signing and initiation of Services and is **non-refundable**.

5.2 **Extended Listing Fee (After Day 120):** If Seller wants the MLS listing to remain active beyond **120 days**, Seller will be charged **\$75 per month**, billed **in advance** each month starting on Day 121, and continuing until cancellation or expiration.

5.3 **Payment Authorization.** Seller authorizes Nex Realty to charge the payment method on file for any recurring extension fees and any Seller-approved add-ons.

6) OPTIONAL ADD-ON SERVICES (CHECK ONE OR MORE)

All add-on fees are due upfront and are non-refundable once performed/initiated. To authorize an add-on, Seller(s) must initial in the box provided.

Add-On Service	Fee	Seller 1 Initial	Seller 2 Initial
Professional CMA (Comparative Market Analysis) Written CMA based on available data. No guarantee of value or sale price.	\$75	_____	_____
Transaction Coordinator (TC) Administrative coordination after a contract is executed (date tracking, document requests, checklist follow-ups, status updates). Not legal advice. Not negotiation.	\$400	_____	_____
Broker Contract Review (Administrative Risk Review) High-level review for completeness and risk flags from a broker perspective. Not legal advice.	\$125	_____	_____
Contract Negotiation Support Limited support to help Seller communicate positions and coordinate paperwork flow as instructed by Seller. Seller remains sole decision-maker and signatory. Not legal advice.	\$125	_____	_____

Total Add-Ons Selected: \$ _____ **Total Due at Signing (Base + Add-Ons):** \$ _____

7) AFFILIATED BUSINESS DISCLOSURE



Seller is notified that Nex Realty and/or its owners, managers, or related parties may have an ownership interest in, or other business relationship with:

- Wolk Mortgage
- Fliphaus Fund LLC
- Fliphaus Holdings LLC
- Stofel & Associates Realty
- Standard Title & Escrow

Seller is **not required** to use any affiliated provider as a condition of receiving Services under this Agreement and may choose any provider.

8) PREFERRED TITLE PARTNER (STANDARD TITLE & ESCROW)

8.1 Preferred Closing Provider (Default). Unless Seller opts out in writing below, **Standard Title & Escrow shall be the preferred title/settlement provider** for the closing of the Property.

8.2 Opt-Out (if Seller chooses another title company): Opt-Out Initials: _____ / _____ (Seller 1 / Seller 2) Alternate Title Company: _____ Phone/Email: _____

8.3 Standard Title & Escrow — Contact Information

St. Petersburg Office: 360 Central Ave, Suite 310, St. Petersburg, FL 33701

Tel: (727) 623-9550 | **Fax:** (727) 625-3530

Email: cameron@standardclosingfl.com | **Website:** standardclosingfl.com

9) STANDARD TITLE & ESCROW SERVICES INCLUDED (TRADITIONAL FL TITLE/SETTLEMENT SERVICES)

If Standard Title & Escrow is used (unless opted out), Standard Title & Escrow typically provides customary Florida title and closing/settlement services, which may include, as applicable:

- Open and maintain the escrow file and issue escrow acknowledgements
- Obtain and review the contract and all addenda (as provided by the parties)
- Order and perform title search/exam and provide a title commitment
- Identify title requirements and standard exceptions; coordinate curative items as needed
- Order payoff statements and coordinate lien satisfactions (mortgage, HOA, judgments, etc.)
- Coordinate estoppels (HOA/condo, if applicable) and related closing requirements
- Obtain/verify legal description, vesting, and property tax information
- Order/coordinate survey (if requested/required by lender or parties)
- Coordinate lender closing package receipt and funding requirements (if financed)



- Prepare customary closing documents and settlement statements (e.g., Closing Disclosure/ALTA as applicable)
- Collect and disburse funds per written instructions and closing requirements
- Coordinate signing appointments (in-office/remote/mobile where available)
- Record deed, mortgage, and other recordable instruments with the appropriate county
- Issue owner's and/or lender's title insurance policies, endorsements (as applicable), and deliver final policies
- Handle post-closing recordings, policy issuance, and file completion
- Provide final copies of executed documents and settlement statements to parties (as applicable)

Nex Realty does not control title/escrow operations. All title/closing services are performed by the chosen settlement provider, and Seller is responsible for confirming scope, fees, and requirements directly with the title company.

10) TERM; ACTIVATION; CANCELLATION

10.1 **Term.** Begins on Effective Date and continues for 120 days ("Initial Term"), unless cancelled earlier. If extended, continues month-to-month at \$75/month.

10.2 **Seller Cancellation.** Seller may cancel anytime by written request. Seller understands third-party sites may take time to update status after MLS cancellation.

10.3 **Nex Realty Cancellation.** Nex Realty may cancel for non-payment, inaccurate information, abusive conduct, unlawful requests, or MLS compliance issues. No refunds.

11) LIMITATION OF LIABILITY; INDEMNIFICATION

11.1 **Limitation of Liability.** To the maximum extent permitted by law, Nex Realty's total liability for any claim related to this Agreement or Services shall not exceed the fees actually paid to Nex Realty under this Agreement. Nex Realty shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages (including lost profits).

11.2 **No Warranty.** Nex Realty makes no warranties regarding MLS acceptance, third-party syndication display, buyer demand, sale price, sale timeline, or closing outcome.

11.3 **Seller Indemnification / Hold Harmless.** Seller agrees to defend, indemnify, and hold harmless Nex Realty, its broker, agents, staff, and affiliated entities from and against any and all claims, damages, fines, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to property condition/defects, Seller's failure to disclose material facts, misrepresentations, advertising content provided/approved by Seller, disputes with buyers/agents/third parties, Seller's decisions and contract terms, and closing/title/lender/inspection issues (unless solely caused by Nex Realty's willful misconduct).

11.4 **Seller Acknowledgment of Risk.** Seller acknowledges FSBO transactions involve risks and Seller assumes all such risks.



12) DISPUTE RESOLUTION; VENUE; ATTORNEYS' FEES

12.1 **Governing Law.** Florida law governs.

12.2 **Venue.** Any action shall be brought in **Pinellas County, Florida.**

12.3 **Attorneys' Fees.** Prevailing party is entitled to reasonable attorneys' fees and costs.

13) ENTIRE AGREEMENT; AMENDMENTS; ELECTRONIC SIGNATURE

13.1 This Agreement is the entire agreement regarding the Services.

13.2 Amendments must be in writing and signed by both parties.

13.3 Electronic signatures are binding.

SELLER/OWNER 1

Name: _____

Signature: _____ Date: _____

SELLER/OWNER 2 (IF APPLICABLE)

Name: _____

Signature: _____ Date: _____

NEX REALTY LLC

By: _____ Date: _____

Title: _____