

**BEYCOME™ LISTING AGREEMENT MN/_**

This Listing Agreement ("Agreement"), is made and entered into as of , 20.... ("Effective Date") by and between Beycome Brokerage Realty LLC ("Broker" or "beycome") and you, the owner or authorized representative of the listed Property* who has executed this Agreement ("you" or "Owner/customer"). Beycome Brokerage Realty LLC is the licensed real estate broker for transactions consummated through beycome's website, www.beycome.com ("Website"), who is affiliated with beycome Corp.

The Terms of Use ("Terms of Use") and Privacy Policy ("Privacy Policy") set forth on the Website, which Terms of Use and Privacy Policy, as updated from time to time by beycome, are hereby incorporated into and made a part of this Agreement by reference. All capitalized terms used, but not defined in this Agreement shall have the meaning ascribed to such terms in the Terms of Use and Privacy Policy, as applicable. In the event of any conflict between the terms of this Agreement and the terms of the Terms of Use and Privacy Policy, the terms of the Terms of Use and Privacy Policy shall control.

BY EXECUTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT (A) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE, AND ABLE TO ENTER INTO A LEGALLY BINDING CONTRACT; (C) YOU ARE THE OWNER AND/ OR AUTHORIZED REPRESENTATIVE OF THE LISTED PROPERTY AND NO OTHER PERSONS OR ENTITIES HAVE TITLE TO THE PROPERTY (D) YOU ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICE.

* property: house, multi-family, condo, townhouse, apartment, mobile home (*exclusively with the ownership of the land*) and commercial.

PROPERTY:

OWNER NAME:

LISTING PRICE \$:.....

PROPERTY ADDRESS:

TAX ID:

EMAIL ADDRESS: IP ADDRESS:.....

Owner agrees to pay to Buyer's or Renter's agent in commission fee of the total purchase or yearly lease price.

DISCLOSURES & DISCLAIMERS:

1. Broker owes you the following duties under this Agreement:

- a. Dealing honestly and fairly;
- b. Disclosing all facts known to Broker that materially affect the value of the Property, which is not readily observable to the Buyer or Renter.

2. Both the Owner and Broker acknowledge that Broker has no knowledge of any facts about the Property, as Broker has not visited or inspected the Property in any way. Any and all compliances with these disclosures will be solely the responsibility of Owner. Broker does not and will not utilize or keep funds in a trust or escrow account and will not hold funds for any party to any transaction related to this Agreement.

3. The listings of this type being contracted under this Agreement are known as either an "Entry Only Listing", "Flat Fee", "Exclusive", or "Exclusive Right to Sell" Agreement. Under this Agreement, the Broker will not have the responsibility to:

- a. arrange appointments for Buyer's or Renter's agents (also referred to as "Cooperating Brokers") to show listed Property to potential Buyers or Renters but instead gives Cooperating Brokers authority to make such appointments directly with Owner; or in the case of a transaction with no Cooperating Brokers, Owner will coordinate with Buyer or Renter directly, as applicable;



- b. advise Owner as to the merits of offers to purchase or lease;
 - c. participate on Owner's behalf in negotiations leading to the sale or rental of the listed Property; or
 - d. assist Owner in determining the asking price and Cooperating Broker's compensation for the Property.
4. Broker will have the responsibility to:
- a. collect and present to Owner all offers and counteroffers to buy or lease Owner's Property;
 - b. assist Owner in developing, communicating, and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived, and
 - c. answer Owner's questions relating to the offers, counter offers, notices and contingencies.
5. *It is strongly recommended for your protection that you retain a real estate attorney for any and all real estate transactions, including for this Agreement, even if a real estate licensee and/or realtor is involved.*

LISTING AGREEMENT:

By you, the Owner, entering into this Agreement, you are certifying that you are the owner and/or authorized party to sell and/or rent the Property and agree to the following terms:

1. **The Term.** Owner gives Broker the exclusive right to list, sell or lease the Property, which has been identified by the Owner to Broker. This Agreement will start on the date in which the Owner submits complete Property listing information, pictures and payment of the Flat Fee listed below and continue for a term of thirty-six (36) months and will terminate upon the earlier of (a) the sale or lease of the Property, or (b) Owner's cancellation of this Agreement as provided below (the "Term"). Owner consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS. Owner consents that broker must not be physically present on the property when providing access to the property.

2. **Concierge Service 1% fee.** Concierge Service 1% fee. Subject to and in accordance with an executed Listing Agreement, beycome charges a 1% commission fee at the time of closing minus a one-time \$599 Upfront flat fee in accordance with the pricing listed on the Website. The 1% commission is calculated on the final closing price.

Example for a property closed at \$500,000.

1% fee = \$5,000

Upfront fee = \$599

Due at closing to beycome: \$5,000

3. **Owner Cancellation, withdrawals.** Owner has the right to cancel this Agreement with a full refund if Owner cancels prior to publication of the listing on the MLS Service, provided that, for the MLS Premium Package, the cancellation must also be prior to the promotional items are shipped, and for the MLS Max Package, the cancellation must also be prior to the promotional items are shipped and/or at least 48 hours prior to a scheduled photographer session.

Owner may not terminate this Agreement while the property is under contract. If this Agreement expires while the property is under contract owner must comply with the above. However, once the listing is placed on the MLS Service, owner is required to sign beycome /broker cancellation agreement (cancel/delete from beycome.com dashboard) to cancel.

Owner initials:

4. **Broker Cancellation.** Broker reserves the right to cancel the listing if Owner has provided misleading or false information, if the listing party has impersonated the actual owner without legal authorization, or if there is any legal matter and/or restriction of the Property that would hinder the free sale or rent of the Property or would present a legal risk or detriment to Broker. A full refund will be issued to Owner in the case where Broker decides to unilaterally cancel the listing.

5. **90-Day Money Back Guarantee Policy.** In the event the Property** is not closed, under contract, or has not received at least two offers within ninety (90) days of publication on the MLS Service, beycome will provide Owner with a refund of \$99. Cancellations requested by Owner before the ninety (90) day or after one hundred and four (104) day period will not be refunded; and in all cases, the photographer session fee, yard signage, key-lock box will not be refunded. In order to receive a \$99 refund of the Flat Fee, you will be required to verify that you are the Owner of the Property listed. Refund request need to be submitted to contact@beycome.com. If you opt for a refund, your listing will be removed from the MLS Service and beycome.



** Property: House, Multi-family, Condo, Townhouse, Apartment, Mobile home (exclusively with the ownership of the land).

90-day money back guarantee don't cover: Lease/ rental, Land, Commercial and Pre-construction / Under construction property.

WARNING: Owner is required to agree and sign the broker "Cancellation of listing/ release & termination of multiple listing agreement" to cancel, delete, release and terminate his contract. This agreement is generated online at the time you request the cancellation of your listing.

Owner initials:

6. Commission offered.

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the seller and broker.

a. Owner offers a co-brokerage compensation which is a commission offered to the Buyer's or tenant's agent and a commission that has already been provided to Broker. Owner will pay such amounts to the Buyer's Agent in the case of the purchase of the Property, at the time of closing and in the case of a rental of the Property, at the time of the lease execution.

b. Except as provided in this Section, Owner shall owe no additional commission, compensation or payment to Broker other than the initial Flat Fees set forth in Section 5 above if Owner sells or rents the Property without the interaction or assistance of a Cooperating Broker.

c. In the event that Broker actively participates in the sale or lease of the Property and is the procuring cause of a sale or lease, then any amounts that would have been due and owing a Cooperating Broker hereunder will be due and owing Broker as additional commission. Owner therefore acknowledges and agrees that Broker may act both as the limited listing agent hereunder and entitled to the Flat Fees set forth above and may also act as the Buyer's transactional agent and be entitled to the commission that would have been due to a Cooperating Broker had that Buyer been brought by a third party real estate broker. The same applies to any leases.

d. In the event Broker receives a lead from a third-party syndication website such as, but not limited to, Realtor.com, Move, Inc., or Zillow Group, Inc., Owner acknowledges that Broker may communicate with that lead and make efforts to present that Buyer to the Owner. In such an event, Broker will act as a transactional broker.

Owner acknowledges that in cases where Broker may act both as the limited listing agent and Buyer's transactional agent, Broker may, if allowed by applicable law, offer a commission rebate to Buyer or Renter at the time of closing or execution of lease agreement, respectively

7. Broker Obligations:

Broker represents and warrants that they will publish and advertise the Property as described on the Website. Owner authorizes other participating MLS member brokers or their agents to advertise the Property listing to procure a Buyer or Renter. However, Broker cannot warrant that the Property will appear in all other brokers' websites.

8. Owner Obligations:

a. Owner acknowledges that he or she shall be responsible to respond to any and all requests for information, to schedule appointments and to show the Property at reasonable times and all other activities related to the transaction in a timely and businesslike manner. Owner understands that it is his or her legal duty and responsibility to disclose all known facts that materially affect the value of the Property which is not readily observable to or not available by normal inspection by the Buyer or Renter or/and by agent/ Cooperating Brokers.

b. Owner is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof. Owner agrees that any changes to the commission offered may be reversed, at broker discretion, if all outstanding offers are not first rejected.

c. Owner must reveal if a death in the home has occurred anytime in the past three years, including death by natural causes (although certain types of deaths, like those from AIDS, cannot be disclosed). And if a buyer comes out and asks about a death that occurred at any time, even longer than three years ago, the owner is required to provide a truthful response.



- d. Owner agrees to consider all offers, and to act in good faith to accomplish the sale of the Property.
- e. Owner agrees to reject all outstanding offers prior to making any changes to the commission offered. Owner represents that, unless otherwise specified in writing

9. Indemnification.

Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes litigation, judgement, attorney fees, costs, any and all actual and potential third party liability and/or legal action(s) arising out of related to this Agreement and/or Owner's Property or listing, including, but not limited to, complaints from the MLS, Association of Realtors, HOA or Condominium Association(s), realtors/agents and/or Buyers/Renters; failure to pay any and all offered commissions; Owner's violation(s) of applicable laws, including disclosure laws, and non-disclosure(s) as required by law; violations related to Owner's materials and content; Owner's breach (affirmative or otherwise) of this Agreement; Owner's gross negligence, Owner's misrepresentations or the existence of any undisclosed material facts by Owner regarding the Property; and/or any and all court or arbitration decision(s) in favor of another broker or party that has prevailed on a claim related to the Property or Owner's listing. This clause shall survive performance and transfer of title. Owner and Broker acknowledge that Broker has not visited the Property and has no knowledge as to any facts regarding any and all required disclosures. All information, including, but not limited to photographs, sketches, renderings, plans, floorplans, etc., uploaded to the MLS Service, have been provided solely by Owner. Broker has only entered information into the MLS Service based on the information provided by Owner in good faith without verifying its authenticity, accuracy and/or veracity.

10. Security, insurance, showings, audio and video:

Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Owner (such as nanny cams and hidden security cameras) and may claim an invasion of privacy. Owner is advised to post notices disclosing the existence of security devices.

11. Media: Images, Photography, video, Public remarks/ description.

a. Copyright Issues:

You agree not to upload, post and/or utilize any copyrighted, protected, impermissible, unauthorized and/or illegally downloaded images, depictions, descriptions, contents, videos and/or photographs on the website. **FOR PURPOSES OF CLARITY, UPLOADING PHOTOGRAPHS VIDEOS, DEPICTIONS, TAKEN AND/OR PAID FOR BY A PRIOR REAL ESTATE AGENT OR OWNER OF THE PROPERTY (WITHOUT THE PRIOR, EXPRESS WRITTEN PERMISSION OF SUCH PRIOR REAL ESTATE AGENT OR OWNER AND THE APPLICABLE PHOTOGRAPHER) IS STRICTLY PROHIBITED.** Are should there be any penalty and/or fine assessed to beycome / broker regarding any of your uploads, utilized materials, images, photographs, videos and/or posts, you shall be completely and solely liable and responsible for payment of any and all such fines, penalties and/or fees. You also hereby stipulate that beycome / broker may immediately block, remove, delete and/or destroy, without notice, any and all complained of images and/or materials upon receipt of any notice of violation or complaint from the mls or any other party regarding any and all posted, utilized and/or uploaded material, including, but not limited to images, photographs, and/or videos. By submitting any media to beycome/broker, the owner represents and warrant that they own the right to reproduce and display the media or they have procured such rights and all necessary licenses from appropriate parties.

Remember – Verbal permission to use media subject to copyright protection is insufficient for purposes of the MLS, beycome, broker and/or for your protection in general.

WARNING: Penalties for copyright infringement can be up to \$150k per picture.

b. Misuse of Public Remarks and descriptions:

You agree that the Property Description or other public facing fields may not include:



- Gate codes
- Showing Instructions
- Compensation Information
- Lockbox information
- Occupancy status of the property such as "vacant"
- Email addresses
- Website addresses
- Phone numbers
- Open house information
- Language that violates applicable fair housing laws and guidelines

WARNING: beycome/ broker reserves the right to remove any remarks within any field that are found to be inappropriate.

c. Branded Photos/Media:

Branding of any media submitted to the beycome / broker and MLS is prohibited. Images, Photography, video, virtual tours and/or any media submitted to beycome / broker and the MLS must not contain any branding or promotional information.

You agree that Photos and media uploaded onto the MLS must not contain any of the items below:

- Agent, broker, or brokerage names or photos or logos
- Phone Numbers
- Website addresses
- Email Addresses
- For sale or for lease signs, billboards, open house signs, promotion signs, or any other advertising material with identifiable information
- Animals with no relation to the property being listed.
Example: A photograph of only a horse, dog, chicken, etc.
- Messages or solicitations
- People that are not incidental to the subject of the photo and/or are identifiable
- Example: A scene that features people who can be identified or a photograph of only a person.
- Photographs of children will be pulled immediately
- Items not directly related to the listing.

WARNING: beycome/ broker reserves the right to remove any photos/Media that are found to be inappropriate.

Exterior Photo Requirement:

You agree to add at least one (1) photo or rendering of a substantial portion of the exterior structure of the listing

12. Owner's obligations to update information on the beycome website for the MLS service.

MLS INFORMATION & POSTING: Pursuant to MLS Service's internal rules and regulations, it requires that the information for the Property be current and up to date. Owner warrants that they will inform Broker in writing via the Website of any and all changes to the Property, including with regards to availability, within 24 hours of such changes. Owner is not authorized to keep his listed Property "off market" on the MLS Service, for more than 2 months (60 days). Should Owner fail to comply with this section of this Agreement, Broker reserves the right to immediately cancel the listing and shall not provide Owner a refund as this listing shall be deemed abandoned. Should the MLS Service generate a notice to Broker, Broker shall email the MLS notice to Owner to make any and all necessary changes to the listing. If Owner fails to comply with any MLS change within 24 hours of notice, Broker reserves the right to immediately cancel the listing without a refund and deem the listing as abandoned.

Information Which Requires Immediate Update within 24 Hours of Notice or Knowledge:

- Immediately after a contract is signed or executed, i.e., pending sale, pending lease or under contract.
- Immediately after the Property is sold or rented, owner MUST provide the name, phone number or license number of the Cooperating Broker and brokerage firm, if applicable, the sale or rent price, the type of financing and closing date and provide a complete fully executed copy of the purchase/sale agreement, copy of the CD / settlement statement or closing statement, and all addendum thereto.
- Immediately inform Broker of any changes or notices known to Owner, including, but not limited to cancellation of the listings and Property price or commission fee changes. In the event any such information for the Property must be changed or adjusted, Owner and Broker shall mutually execute and enter into an addendum to this Agreement.

*****Owner is required to sign beycome cancellation agreement (cancel/delete from beycome.com dashboard).***



Any and all listings are subject to review and approval by the MLS and must comply with the MLS Rules and Regulations.

Owner may not terminate this Agreement while the property is under contract. If this Agreement expires while the property is under contract owner must comply with the above.

Owner Initials:

WARNING: A \$400 penalty may apply if owner does not notify Broker by email within 24 Hours of Notice or Knowledge

13. Equal and Fair Housing opportunity:

Federal and state laws make it illegal for Seller, Broker, or anyone to use RACE, COLOR, RELIGION, or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/ TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property. Seller also acknowledges that many jurisdictions have stricter laws that extend protection to political beliefs, income, sexual orientation and other factors. Seller agrees to investigate and comply with all laws regarding discrimination.

14. Lead-Based Paint:

The owner represents that, to the best of their knowledge, the structure on the Property or any portion thereof, was not constructed before January 1, 1978. Owner acknowledges that, if the residence was constructed prior to January 1, 1978, there is a requirement to provide any Buyer an EPA-approved lead hazard information pamphlet making certain disclosures regarding the presence of any known lead-based paint or other lead-based paint hazards on the Property, unless the Buyer waives their rights in writing. If any structure was constructed prior to January 1, 1978, the Buyer shall have a ten (10) day period to conduct a risk assessment or inspection of the Property to seek any presence of lead-based paint or any lead-based paint hazards.

15. GENERAL

a. Entire Agreement. This Agreement (including the Terms of Use and Privacy Policy, each as updated by beycome from time to time) represents the entire agreement between you and beycome, and supersedes any prior or contemporaneous understandings or written or oral agreements between you and beycome, with respect to the subject matter of this Agreement. Except for updates by beycome to the Terms of Use and Privacy Policy, this Agreement may only be amended, changed or modified pursuant to a written document duly executed by both you and beycome.

b. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida (without giving effect to principles of conflicts of laws). The U.N. Convention on Contracts for the International Sale of Goods is expressly excluded. For any action or proceeding to enforce Arbitration or an Arbitration ruling or for an action for injunctive relief, you and beycome each expressly consent to the (i) venue of Miami-Dade County, Florida, USA, and each party hereby expressly waives any objection to such venue based upon forum non-conveniens or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Miami-Dade County, Florida, USA.

c. Agreement to Be Bound and Survival. Your agreement to be bound by this Agreement commences with the earlier of your executing this Agreement, your accessing or using the Service, or otherwise submitting information to beycome through the Service. Your agreement to be so bound will continue until this Agreement is terminated pursuant to the terms of this Agreement or your right to access and use the Service is either canceled or terminated, subject to the survival of each of the following after such cancellation or termination: Sections 6 through 12 of this Agreement and any other obligation you have to beycome. If, following the cancellation or termination of your right to access and use the Service, you access or use the Service or otherwise submit information through the Service, then you again, automatically and immediately, are bound by these Terms.

d. Counterparts and Electronic Versions.

This Agreement may be accepted in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, and all of which taken together shall constitute one and the same instrument. This Agreement may be executed in electronic format and/or with digital signatures / electronic signature, each party reserves the right to only maintain an executed copy of this Agreement in electronic form, and each party hereby agrees that a print-out of such electronic form of this Agreement will be deemed an original for all purposes relating to the enforceability of the terms and conditions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]



IN WITNESS WHEREOF, Broker and Owner/customer have duly authorized, executed and entered into this Listing Agreement.

Broker:**Beycome Brokerage Realty LLC**

By:

Name: Steven Koleno**Title:** Listing Broker

400 NW 26th St,

Miami,

FL 33127

Date:**Owner/customer:**

☒ By checking this box and writing my name below (as an electronic signature), I acknowledge and accept the terms of the agreement, understand and agree that my electronic signature is the equivalent of a manual written signature.

Name:**Property address:****Date:** **IP Address:****Email Address:**