



"Serving YOU at YOUR level of need"

LISTING AUTHORIZATION - MLS - ENTRY ONLY (rev 30Sept07)

This is an "Agency/Entry Only" service as defined in California Civil Code 1086.f.3. Within the definition, it states that the Seller may sell/lease the subject property to a buyer directly, or through any Broker, without obligation of any commission to the listing agent. Hidden Market Realty is the listing agent and is paid a flat fee prior to publishing the listing on the MLS.

Print Your Name or Authorized Seller Name:

[Empty text box for name]

("Seller/Owner/Authorized party"), hereby authorize(s) Hidden Market Realty (HMR), to (X) list for sale; or () lease the following property(s):

ADDRESS/unit #:

[Empty text box for address]

City and County- Zip:

[Empty text box for city and zip]

(Use separate sheet as addendum if you are listing multiple properties. Be sure to include address and pricing and commission)

commencing on _____ and expiring at midnight 12 months later or this date: _____.

2. The listing price shall be: (fixed price or a range) \$ _____

3. Multiple Listing Service (MLS). The above property will be listed in the MLS selected by Seller/Owner . Seller/Owner will be provided a copy of the listing as published and shall verify accuracy of the mls information.

CANCELLATION: This listing may be canceled or withdrawn when written notice is received by HMR. The listing Status shall be changed to PENDING/SOLD once a purchase contract has been accepted.

4. Compensation to a Buyer's Agent. Seller agrees to pay the Buyer's Agent a commission of _____ percent of the final selling price, or a Flat Fee of \$ _____. (Minimum is \$1.00). This information will be posted on the MLS, as required, and can be changed at any time prior to acceptance of any offer. All offers and acceptance must be in writing. Any commission that may be earned and paid is strictly between the Seller and the Buyer's Agent. Upon successful closing, Seller authorizes the escrow company to pay the Buyer's Agent (Selling Agent) compensation from the seller proceeds, unless otherwise agreed between the Seller and Selling Agent in writing.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMPENSATION/COMMISSIONS IS NOT FIXED BY LAW. THEY MAY BE NEGOTIABLE BETWEEN SELLER AND BROKER. (Buyer's Agent)

5. Seller/Owner warrants ownership of the Property or has the written authority to execute this contract.

6. Equal Housing Opportunity. This property is offered in compliance with federal, state & local anti-discrimination laws.

7. Liability: Seller agrees to indemnify, defend and hold Hidden Market Realty harmless from all claims, disputes, litigation, judgements and attorney's fees arising from the "sale" of the property. This is an entry only listing and Hidden Market Realty is only involved at the listing stage at the time of this Agreement.

8. All costs and fees paid for this "entry only" listing are non-refundable once an MLS ID Number is issued

initial _____



SERVICE MENU

	Basic (No Frills) MLS Listing	MLS Plus Upgraded Listing Highly Recommended	<u>Line Total</u>
<u>MLS Systems to choose from</u>			
Sandicor (San Diego County)	() \$99	() \$249	\$ _____
MRMLS (Inland Empire)	() \$99	() \$249	\$ _____
SoCalMLS (LA/Orange Counties)	() \$99	() \$249	\$ _____
DesertAreaMLS (Coachella Valley)	() \$99	() \$249	\$ _____
Required Disclosure Forms Pkg	() \$79	INCLUDED	\$ _____
<u>MLS Photos</u>	ONE photo (front view)	Per MLS Rules: Max Photos = Sandicor(12); SoCal MLS(20); MRMLS(10); Desert(10);	
<u>Realtor.com "Showcase" Listing</u>	ONE photo NO upgrades	MLS "PLUS" includes : 25 photos, scrolling banner, headline, open house scheduler; expanded description up to 2500 characters, link from www.QualityProperty.com	
<u>Your Own simplified web address.</u> i.e. www.123YourStreet.com \$25	() \$25	() \$25	\$ _____
<u>Realtor's Lock box rental: \$198</u>	() \$198	() \$198	\$ _____
<u>Professional "For Sale" sign only.</u> <u>Wood post is extra. Call for cost of post installation.</u>	\$30 includes shipping.	\$30 includes shipping.	\$ _____
<div style="border: 1px solid gray; padding: 5px; background-color: #f0f0f0;"> <p>We can help you keep your paperwork in compliance. Call for details or visit us online at TransactionCoordinators.com</p> </div>			
TOTAL ORDER			\$

I/we are authorized and agree to an MLS placement..

I/we agree to pay and authorize placement of name and telephone number , as the Property Specialist on the website: www.QualityProperty.com.

Authorized by: (sign here) _____ Date: _____

If you are not on title, indicate your role: _____

Address if different then subject property :

_____ **City** _____ **State:** _____ **ZIP** _____

Phone: _____ **Fax:** _____ **email:** _____

HIDDEN MARKET REALTY, CA License# 0480141
41827 Corte Lara, Temecula, CA 92592
Tele:951-308-1917 or 619-843-1306

By: Marti Scott, Realtor/Broker Date 09/30/07
Sold@HomeSellerSupport.com
eFax: 619-330-2667. Toll free: (888)657-4198

DISCLOSURE RECEIPT for the Purpose of educating the public on:

REAL ESTATE AGENCY RELATIONSHIPS (FORM AD-11)

(As required by the civil code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should-from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT (Listing Agent) DUTIES

A Seller's agent under a listing agreement with Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

(a) A Fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the buyer & the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of property that are not known to, or within the diligent attention and observation of the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above

BUYER'S AGENT (Buyer's Agent) DUTIES

A Buyer's Agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for the Buyer has the following affirmative obligations

To the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer

To the Buyer & Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER & BUYER (Dual Agent) DUTIES

A real estate agent either acting directly or through one or more associate licensees can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation; the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired; consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of article 25 (commencing with Section 2373) of Chapter 2 of Title 9 of Part 4 of Division 3 of the Civil Code

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

SELLER/AUTHORIZED PARTY _____ Date _____ AM/PM

SELLER/AUTHORIZED PARTY _____ Date _____ AM/PM

AGENT: HIDDEN MARKET REALTY
California Broker License No. 00480141

By Marti Scott

Date Sunday, September 30, 2007



TERMS AND CONDITIONS

Date Sunday, September 30, 2007

BY PURCHASING FLAT FEE "Entry Only" SERVICES, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS

Hidden Market Realty (HMR) is a licensed real estate brokerage in the state of California. License # 00480141. Home Seller Support is an MLS, entry only, service offered by Hidden Market Realty under the California Association of Realtors definition of a "Limited Services Broker".

AGENCY RELATIONSHIPS:

In California the Agency Disclosure (AD-11) describes agency relationships and you have been provided a copy herewith. When you contract for MLS Entry Only Services, HMR only submits the information you provide to the multiple listing service as contracted. HMR does not in any way represent you in your transaction between you and a buyer at this level of service. Should you want representation at that time, please contact us for the next level of service.

LOCK BOXES:

To reduce the risk of misuse of the combination lockboxes HMR highly recommends against posting combination codes in the MLS. Keep in mind a combination can be easily compromised and since others will have access to your property you should secure all valuables and keepsakes. Seller shall verify the existence of, or obtain appropriate insurance through their own insurance broker. Realtor's electronic lock boxes can record agent visitations. Call us for further information.

SIGNS:

There are many governing restrictions regarding signs imposed by Home Owners Associations, local city/county ordinances, MLS rules and other sources that MUST be complied with. Any questions regarding the legitimate use of signs should be directed to the proper authority. Seller shall not place any marking, paint, tape or obstructions on Hidden Market Realty's sign, if one is ordered. It's also a violation of MLS rules to have a sign that says For Sale "By Owner". You can use a sign posting "FOR SALE" and your contact information, MLS# or other property features. Ask us about our unique "For Sale" by owner signs.

DISCLOSURE DUTIES FOR PROPERTIES IN CALIFORNIA: Property owners, unless exempt, are required to supply any and all Federal and State required disclosures to buyers. You can review the disclosure laws at: <http://www.dre.ca.gov/disclosures.htm> Once you get a buyer HMR can help you at the next level of service. Contact us for information.

DUTY TO REPORT ERRORS AND STATUS CHANGES:

HMR attempts to accurately enter the information you provide into the multiple listing service. You will be provided a PROOF of the listing input to verify accuracy. If you discover any error or wish to make changes, you must promptly notify HMR so changes can be made. You agree to hold HMR harmless and releases HMR from any and all claims, causes of action, or damages arising out of or relating to your providing incomplete and/or inaccurate information.

When you accept an offer on your property you agree to notify HMR within 24 hours by email or fax a copy to 1-619-330-2667. The failure to do so may result in a fine to HMR by the MLS, which will be charged directly to you and you authorize the fine (as proven in writing) to be charged to your credit card. The MLS systems are very serious about reporting status of sales, and the required information as to the date of sale, price, name of agent and more. Contact HMR for a Change Order Form.

Mediation. Seller and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

SATISFACTION GUARANTEE – MONEY BACK See Question 33 on the FAQ tab on www.HomeSellerSupport.com.

By purchasing the Entry Only service, you agree to these terms and conditions stated above.

Seller/Owner(s)

Signature Date Signature Date



"Serving you at YOUR level of need"

Credit Card Authorization Form

I authorize the amount of \$_____ to Hidden Market Realty with payment made by my credit card for real estate MLS input service. **Note: Charges will appear from "Hidden Market Realty" on your credit card statement.**

Name (please print): _____

Contact name (if business): _____

Phone number: _____

email Address: _____

Address where credit card statement is mailed each month:

Street: _____

City _____: State: _____ Zip: _____

Name as it appears on the credit card (if different than above): _____

Print name

Select type of card: ? Visa ? Master card Sorry, No American Express

Card number: _____ - _____ - _____ - _____
(leave card number blank if you prefer to call us with account number. All other info/signature is required)

Expiration Date: Mo _____ Year _____ 3 digit code on the back: _____

I promise to pay such amount as noted above subject to and in accordance with the agreement governing the use of such card..

Signature: _____
Card signature holder – required Date

Fax to Hidden Market Realty 619-330-2667. Hidden Market Realty. 41827 Corte Lara, Temecula, CA 92592
Tele: 951-308-1917 . **All information is kept in strict confidentiality.**