

1) This is an "At Will Contract" between \_\_\_\_\_ SS # \_\_\_\_\_ DOB \_\_\_/\_\_\_/\_\_\_ (Agent) and WEBMLS, Inc., an Ohio corporation ("WEBMLS") that can be canceled by either party at anytime by written notice. Agent may take their active, unsold listings at termination of this agreement. The Agent agrees to abide by the following terms, any violation of which can be cause for termination. Any part of this contract is subject to change by WEBMLS. The current At Will Contract will be emailed or posted on WEBMLS website and said change will be effective immediately and become an addendum to this Agreement. WEBMLS is not a holding company for non-productive Agent(s). Less than six closed transactions per year can be cause for termination. Consideration given for illness etc. **A non refundable \$300 agent setup fee is due at signing.**

2) WEBMLS is a Full Service Real Estate Brokerage entity created for the purpose of listing (using an "Exclusive Right to Sale" Listing Contract provided by the local Board of Realtors Only) and selling real property. Agent will not manage, rent, lease, or collect monies for any other person/property and will not participate in a lease/purchase of a residential property. Agent must use a delayed closing contract with early occupancy rather than a lease purchase. Agent/WebMLS will not collect a fee for early occupancy. A WebMLS commercial agent may lease/rent commercial/industrial property but not manage property or collect rent/funds for a 3<sup>rd</sup> party).

3) Agent is an independent contractor and is charged with the responsibility to grow their business. You must re-invest 5-10% of your income into growing your business. If you invest nothing you will get nothing in return. Agent is free to operate his/her real estate business as he/she chooses within the boundaries of this agreement. Agent must be a member of a Board of Realtors & Multiple Listing Service and abide by all federal & state fair housing, state, local & agency laws, Realtors Code of Ethics, FTC/FCC Do Not Call Rules & MLS Rules.

4) Agent must have clients sign the WEBMLS Consumer Guide to Agency Relationships prior to any substantive conversation or showing property to a buyer or listing a property. Buyer must sign Ohio Agency prior to an offer.

5) Working with Limited Service MLS Listing; as of 10-9-06 State of Ohio law provides for a seller to waive several services and allow the buyers agent to present the offer to seller direct. If agent writes an offer on a property listed by a Limited Service Broker Agent must obtain written authorization from the listing broker before "Negotiating" the offer to the seller. Authorization must be included in Pending file emailed to WebMLS. We do not offer Limited Service Listing to anyone except builders as stated below.

6) New Homes/Builders: Agent must have builder sign the Addendum to the Exclusive Right to Sell Contract \*\* NEW HOME / BUILDER ADDENDUM \*\* and the Ohio Waiver of Duties Statement. Agent must charge a minimum list commission of \$800 plus co-op commission. We offer Limited Service to Builders ONLY.

7) Agent is free to charge whatever commission the agent and seller agree to. Agent must have seller sign a "www.WebMLS.net Addendum to the Exclusive Right to Sell Contract". Optional listing contract language "Seller has the right to cancel this contract at anytime with a 30 day, written notice" may be used. All other language additions must be approved by WEBMLS. Agent has the right to waive, reduce or delay the up front list fees at Agent discretion. Agent is paid the up front listing fee minus a small admin fee. Seller must write the check to WebMLS. If agent elects to alter the posted commission plan Agent must use the "WebMLS (OPEN FORM) Addendum to the Exclusive Right to Sell Contract". Agent must charge a minimum commission of \$800 (\$400 if agent owned) plus co-op commission and have all parties with an interest in the property including dower sign all documents. When a WebMLS agent represents the buyer and sells a WebMLS listing, the buyer agent will be paid the amount as stated in the co-op field on the MLS record. WebMLS owns photos/data of each listing.

8). Any financial offer that would benefit buyer, seller or Agent to induce the sale must be disclosed in the Contract to Purchase per state law. Be aware that lenders usually will not allow the agent/borker to contribute to client closing cost; you must confirm with lender before you commit and call WebMLS broker for current language. WEBMLS will not write a check to an unlicensed person. Agent will not offer a Selling Bonus in MLS.

By: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Agent

Date

Larry A. Whited, President, WEBMLS, Inc.

9) Home Warranty; we urge agent to include a Home Buyers Warranty on every listing and sale.

10) Every WebMLS Agent will pay WEBMLS a \$500 Broker Fee or 2% of the gross agent commission (which ever is larger) for each closing. The Closing Fee will be deducted from the commission paid at closing. Fees may increase periodically to reflect the increased cost of MLS fees, doing business etc. If the list and sale agent are the same agent i.e. Disclosed Dual Agent, total due is \$1,000 or 2% as stated above. WebMLS listing agent must charge a minimum commission of \$1,000 plus co-op on the Listing Contract and the WebMLS Listing Addendum. **Commission/Lisitng Fee checks will be held for 11 banking days after deposit per bank regs.**

11) A \$100 admin fee will be deducted from \$500 List Fee etc. WEBMLS will deduct 10% of each referral, consulting fee or \$500 (which ever is larger) to a maximum of \$3,000. A commission paid in multiple payments; \$500 will be deducted from each payment, additional payment process fee reduced to **\$200** if agent licensed with WebMLS at time of payment.

12) WEBMLS may give agent a **buyer and/or seller referral**. Agent will pay WEBMLS a 10% referral fee on all commissions and listing fees generated by referral in addition to the WEBMLS Broker Fee at closing. Agent must note the referral fee due WEBMLS on the WebMLS Sale Pending & Clsoing Report.

13) Agent will not bill WEBMLS or allow WEBMLS to be billed, added to or printed on any billing, receipt or charge for products or services. All such charges will always be in the Agent name only. Agent is responsible for all personal costs of doing business and any charges to WebMLS created by agent actions.

14) Commission checks must be deposited (and file sent) by the Agent in the WEBMLS account within 72 hours of receipt at a Fifth Third Bank branch office. Do not sign the back of the check, agent must print "PAY TO THE ORDER OF WEBMLS, Inc., For Deposit Only, 5/3<sup>rd</sup> Bank Act # 0073196219" on the back of the check. Agent must email a legible copy of WEBMLS bank deposits to WEBMLS on the same day deposit is made with the address and explanation of deposit written CLEARLY plus a Bank time/date receipt or stamp. **IF AGENT DOES NOT LIVE CLOSE TO A 5/3 BANK AGENT MUST OVER NIGHT COMMISSION CHECK ONLY, WITH A NOTE OF EXPLANATION ATTACHED, TO WEBMLS ADDRESS BELOW AND THEN EMAIL THE FILE TO WEBMLS. WEBMLS will mail commission due to Agent's home address provided Agent has emailed one complete/correct PDF file as defined below and agent is in compliance with all parts of this contract.**

15) Agent will obtain a eFax/PDF phone number (see Fax under Recommended Suppliers below). Agent will scan or fax a complete file to their own fax number which will convert the fax into a PDF file and then forward that PDF file to their email address. Agent will open the PDF file and confirm that all required forms listed below are included and then email the complete file to WebMLS listing in the subject line your name, property address and status i.e. New Listing, Sale Pending or Closed. Agent will keep their hard copy files for 4 full calendar years in a secure place.

16) WEBMLS will not provide office space or administrative services. Agent must attend all MLS classes to learn all features of their local MLS system within 30 days. Agent will be given the right and responsibly to input their listing, sale pending and closing information into the MLS(s) by MLS due dates and must fax the listing contract and list addendum (if required) with the new MLS number written on top of the contract to MLS(s) maintaining a time/date receipt from Agent's fax machine as part of the file. Agent must attach Property & Lead Paint & Plat, etc. to the MLS listing record. Agent will mail or email the MLS sheet to sellers to sign verifying the accuracy of the information and include a self-addressed stamped envelope for sellers to return it to Agent.

17) Agent must add to the showing instructions in MLS "Call listing Agent or use Showing Service to set showing".

By: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Agent Date Larry A. Whited, President, WEBMLS, Inc.

18-a) WEBMLS prefers not to hold an Earnest Money (EM) deposit. An additional \$100 admin fee will be charged to agent for processing a file with an EM held by WebMLS. Have the coop broker hold deposit to avoid. The title company (if know & written in contract) can hold the EM or \$0; Ohio Contract law does not require EM. Original EM check must be overnight mailed to WEBMLS the day of receipt with property address written on the check and the agent card attached. **We do not accept cash. DO NOT DEPOSIT EM INTO THE WEBMLS CORPORATE ACCOUNT!**

18-b) Agent **MUST blank out Routing & Account numbers on copy of any and all checks** for our files before emailing copy to anyone for any reason.

19) Agent cannot use his/her home or any other addresses on his/her business cards etc. Agent is not required to have a printed address on their card but may print a P.O. Box number that Agent rents at their local post office. Agent cannot answer their home phone as “WEBMLS Realtors” which would create Ohio Division of Real Estate and zoning violations. Agent can answer “Your Name with WEBMLS. The WebMLS address listed below is to be used when setting up Agent’s ZipForms and/or other forms that require a company address. Agent must abide by all zoning laws and H.O.A. Rules. All cards, signs, advertising, bulk mail, web pages and changes to web pages must be approved by WEBMLS.

20) Agent must list home phone, cell phone, personal fax number, web page and email address in the Agent Personal Information Record in MLS and Board of Realtor records. The primary contact phone numbers must be agent’s home or cell. Do not print the corporate phone number on any form unless required.

21) Cards, signs, advertising and all correspondence will only have Agent phone number(s) and personal PO Box listed. Cards and signs must be purchased from WEBMLS suppliers and must use current designs. Agent photo on cards & signs are highly recommended which becomes the agents personal LOGO.

22) Agent must have a personal web page and email address with the current WEBMLS logo on top of each page.

23) All Real Estate dues/fees that are required to be collected by WEBMLS for agent must be paid upon receipt by deposit in the WEBMLS account. Fees & late fees paid by WEBMLS plus a 20% late fee will be charged to Agent. WEBMLS will deduct all fees due WEBMLS from agents next closing, listing fee, referral fee etc.

24) If the Board of Realtors the agent belongs to does not have its own MLS system or is a participant in an MLS system where WEBMLS already has a branch office and is a member of same MLS system, agent will be required to transfer their board membership to the board where WEBMLS already has MLS membership.

25) Agent must pay Local MLS & Board of Realtor fees/dues by Credit Card or Check noting on the check that it is from WebMLS, Inc. and for you by writing your name on check. If your board and/or MLS will accept your credit card you are required to give your board & MLS your credit card info for auto billing.

26) Agent must use the WebMLS Consumer Guide to Agency Relationship for each sale and listing. The consumer guide can not be substituted with another brokers guide. The WEBMLS agency forms and listing addendums are posted on the WEBMLS web site.

27) Errors & Omissions (“E&O”) insurance will be shared by all agents annually. WebMLS will notify agents of non-refundable amount & due date and begin deduction from agent income 60 days prior to due date. Agent will pay the E&O deductible, legal fees, awards and damages etc. that arise from any claim, suit or action. Agent must notify WebMLS of possible legal action & talk to E&O attorney **only** for coverage.

28) See following pages “WebMLS, Inc. Company Agency Policy”.

By: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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29) Agent **must read and understand** every document and contract before they ask their client to sign.

30) Agent will not be a **Power of Attorney** (POA) except a Limited POA at closing for an out of town seller.

31) Agent buying and/or selling a property that agent has or will have an interest in:

Agent must list/sell and purchase all personal properties through WEBMLS. Agent must disclose their interest in a property and/or purchase contract. If an agent does not want to disclose their interest they must transfer their license to another broker. Agent can not hide their interest behind a spouse, friend, family member, or partner or stock owner in an LLC, corporation or partnership. Agent must print in large bold letters under their signature and in the contract and property discloser: “(Your Name) is a Licensed Real Estate Agent State of Ohio acting as agent and principal/buyer (or seller)” (or “principle only” if you are not acting as your own agent).

A) Listing/Selling a property: Agent must disclose “Agent/Owner” in bold print on the property disclosure, MLS and also add this to the purchase contract incase the buyer signs the property disclosure after the offer.

B) Buying a property: Agent must disclose as stated above and agent must add to the contract in large bold print **“(your name) is a licensed real estate agent State of Ohio acting as agent and principal/buyer. Agent is purchasing this property with the intent of selling/assigning their interest in the property for a profit”.** Agent will have seller initial this sentence so it is obvious the seller knew your intentions.

C) Agent will not be a party to “Illegal Flipping” of properties nor participate in or acquire interest in a property as a lease purchase. All transaction will be “Arms Length” transactions strictly selling or purchasing a property. **Agent will not take advantage of the public for personal gain.** Agent must disclose to the extreme.

D) Per License Law **Agent cannot be a dual agent when buying or selling their own property.** If Agent wants to buy their own listing the listing must be canceled first and then check in section III of the state agency that you represent the buyer (yourself) only. If agent is selling their own property and has the buyer for said property, agent must check in section III that they represent the seller (yourself) only and write in the contract that “Buyer elects not to have broker representation and does not have a buyer agency contract signed with another broker”.

32) Agent Must Disclose Relationship to Client: If agent is related to or has a business relationship with the client, agent and/or owner, agent must disclose on the property disclosure and contracts the exact relationship.

33) Shared Listings: There will never be a 50/50 listing or co-listing agents or Brokers. There will be one primary list agent who is completely responsible for the listing in their MLS area. The list agent can pay a referral fee to a WEBMLS referring agent(s). Said referral must be spelled out in the WEBMLS referral agreement and signed by all agents. If WEBMLS agents are working as a team, WEBMLS will pay agents according to the team agreement.

34) Commission dispute between WEBMLS agents: Agents will submit all disputes to the broker and will not file a complaint with any out of company venues. Agents will submit a written statement of the dispute to the broker. The broker and two managers/broker associates/agents (the hearing panel) chosen by the broker will review the claims and by a majority vote of the panel will decide what commission will be paid to agents involved. Agents will abide by the decision of the panel.

35) **Agent must email one complete, accurate and legible file for each listing, sale pending and closed file within 72 hours of completion.** WebMLS only charges a small fee per closing based on agent being efficient in their reporting/information flow to WebMLS. WebMLS will charge \$100 for each additional time WebMLS must review the same incomplete file. WebMLS does not want to charge agent this so please use the check list posted on our web site (What you must email to WebMLS for a complete file) when submitting your files. WebMLS will charge a \$100 admin fee for each late week of submission. Agent will never pay an extra charge if agent emails one complete, accurate and legible file for each listing, sale pending and closed file within 72 hours of completion. Agent will keep their hard copy files for 4 full calendar years in a secure place.

36) Agent should use **Realtor.com** to enhance their listings; display agent name & phone # & upload photos.

By: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**WEBMLS Independent Contractor Agreement Page 5 of 7** v. 4/6/2017**37) Listing contract or Buyer agency contract must be part of each sale if unlisted at start.**

Ohio Law states we are licensed to sale real estate by filling in the blanks of a contract prepared by an attorney and as a completion/continuation of a listing contract or a buyer broker contract. Without one or the other you may be guilty of practicing law, a serious violation that would have serious consequences.

If you are **selling an unlisted property** you must do the following;

- 1) List the property and then in section III of the agency, check the box that you are a dual agent or represent the seller only (you could not check that you represent the just the buyer if you have a listing contract) **OR**
- 2) **OR**, Sign a buyer broker contract (find it on our web site) with the buyer and then check the box that you represent just the buyer in section III (You could not check that you are a dual agent in this case unless you also complete a listing contract). In this case you must write in the offer that the seller agrees to pay WebMLS a buyer broker fee of a flat \$ amount or a % of the purchase price at closing. The risk here is the seller would not agree to pay you as much as you thought you were going to get and you would have to negotiate your commission in the contract as you work the price and terms.
- 3) Agent must have unlisted seller sign the WebMLS "One Party Compensation Agreement" which is on the WebMLS web site to avoid the problem stated in 2 above but is not a substitute for a listing contract.
- 4) Agent must give all parties a copy of the state mandated WebMLS Consumer Guide and have them sign at least the receipt for the guide to prove you gave it to them.

Division levies fines each month for incorrect and/or incomplete state agency forms. First offence is usually \$100-500 but can be more if there are other offenses in the same case. The documentation is then placed in your file at division and referred to if you have a 2<sup>nd</sup> or 3<sup>rd</sup> offense. If you have another complaint of any type they will review your file and the fines can become much larger and include suspension for multiple offenses.

38) **Agent will volunteer** for their local board committees, board of directors etc when possible.

39) Agent will not use **any other company name** in conjunction with or in part with the WebMLS name in any manor. All versions of the WebMLS name will be used separately from any other company name(s) agent may be associated with.

40) Agent will post a recent agent photo on all the MLS systems agent belongs to if said systems have that ability and will email the photo to WebMLS in a JPEG format.

41) **BINDING ARBITRATION:** Upon written request by either party whether made before or after institutions of any legal proceedings, any action, dispute, claim or controversy of any kind in any way arising out of or pertaining to this Contract shall be resolved by binding arbitration.

42) **Buyer Exclusion in a Listing Contract;** if an agent adds a "buyer exclusion" in a listing contract, the agent must limit the exclusion to a short period of time and disclose in the MLS system that they have a buyer exclusion contract. Agent must write the exclusion as follows or agent is at risk of paying the co-op agent the co-op commission stated in MLS; **"Joe & Jane Buyer are excluded from this contract until midnight on 10-29-09 unless they see the property and/or write the offer through a co-op agent"**.

43) **Short Sale / Investor Trustee / Unrecorded or Self Prepared Deed Investor owners;** Agent will not list property for a third party investor "owner" working a short sale for a pre-foreclosure owner. Agent will urge the owner to call an attorney, Ohio Attorney Generals office, Legal Aid Society etc for sound legal advice. We have a duty by Code of Ethics and the Law to report all illegal, loan fraud activity to the proper authorities and protect the consumer from any predatory activity. Agent will report all such activity to broker and authorities. We will help consumers buy and sell real estate; we will not help anyone take advantage of them.

By: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**WEBMLS Independent Contractor Agreement Page 6 of 7** v. 4/6/2017

Agent must email one complete, accurate & legible listing, sale and closed PDF file with subject line; your name, property address & status i.e. List, Sale or Closed. An additional \$100 admin fee incomplete file.

**WebMLS - Realtors - Check list for a complete - Listing, Pending, Sold File**

- 1) Agent will email a complete PDF file of each transaction within 72 hours of completion i.e. List, Sale, Closing
- 2) Pages will be in the order listed below and facing same direction and legible.
- 3) Agent will keep their paper copy of files for 4 years.
- 4) Agent will update WebMLS files with all changes and additions to their files.
- 5) Agent will not be paid until WebMLS has complete, accurate, legible files.

**\*\*\*\* New Listing File \*\*\*\***

- L1) **WebMLS Listing Report** - With all names, numbers, emails & lender names + approx balance
- L2) **Copy of List fee check** (if any) **+back of check** w/endorsement **+deposit slip +deposit receipt** (See attached example)
- L3) **WebMLS Consumer Guide to Agency (CGA)**
- L4) **Listing Contract**
- L5) **WebMLS Listing addendum** - Required on all listings
- L6) **County Property Record** - from online county auditor site
- L7) **Lead Based Paint Disclosure** - if built in 1978 or before - **You must sign and initial**
- L8) **Ohio Property Disclosure**
- L9) **Copy of full MLS record** showing COOP %
- L10) **Copy of signed Home Owners Warranty** - If signed - Not required, but recommended
- L11) **Email or fax MLS Time/Date conformation** that you sent contract to your MLS system - if required

**\*\*\*\*\* Sale Pending File \*\*\*\*\***

- P1) **WebMLS Sale Pending & Closing Report (SP&C)** - with all info you have at this point
- P2) **Copy of Earnest Money check** - if you rep the buyer. Mail to WebMLS if made to WebMLS, **DO NOT DEPOSIT !!**
- P3) **Agency Disclosure** signed by all
- P4) **Copy of current MLS Record** - showing COOP %
- P5) **WebMLS Counsumer Guide to Agency (CGA)** - Signed by buyer if you rep the buyer + Seller signed CGA if Dual Agent
- P6) **Property Disclosure** signed by buyer
- P7) **Lead Based Paint Disclosure** - if built in 1978 or before - **You must sign and initial**  
**Contract to**
- P8) **purchase**
- P9) **Buyer Agency contract** - if applicable
- P10) **All Addendums, correspondence, additional forms** - if any

**\*\*\*\*\* Closed File \*\*\*\*\***

- S1) **Updated - WebMLS Sale Pending & Closing Report (SP&C)** - Use Original from Pending w/final #'s + info
- S2) **Legible copy of Commission Check**
- S3) **Back of commission check endorsed with;** "For Deposit Only, WebMLS, 0073196219"
- S4) **Copy of 5/3rd Bank Deposit slip** - used to make deposit
- S5) **Copy of 5/3rd Bank Deposit Receipt**
- S6) **DO NOT SEND PENDING SALE FILE AGAIN** - unless you had not sent it allready - I don't need it twice
- S7) **Signed HUD / Closing Disclosure Documents**
- S8) **Copy of Home Warranty docs and check if applicable** - Title Company will mail the check
- S9) **All new Addendums, correspondence, documents etc** - since you sent the pending file
- S10) **When in doubt send everything you have.**

WebMLS, Inc. info is as follows; Corp License # 2002020205 - My license # 0000195480 - Phone 513-543-2727

**WebMLS mailing address;** 6204 Martins Way, West Chester, OH 45069 - Fax 513-297-7497

By: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**WEBMLS Independent Contractor Agreement Page 7 of 7** v. 4/6/2017**WebMLS Recommendation of equipment & Supplies**

- 1) **Contracts:** [www.Zipform.com](http://www.Zipform.com) Check with your local board/MLS or Zipform 800-383-9805 to see if your board approved contracts are available for download to your personal computer and/or web site. If not, you will need to order contracts from your board. Zipform charges approximately \$200 per year for their service and it allows you to type in the blanks of the contract and then print or email it to your client. AGENT MUST ALSO USE THE WEBMLS Consumer Guide To Agency Relationship and LISTING ADDENDUM FOR EACH SALE AND/OR LISTING. The WEBMLS agency forms and listing addendum are posted on the WEBMLS web site under Contract & forms.
- 2) **Home Warranty:** Download or Call our 2-10 Home Buyers Resale Warranty area rep to ship contracts you.
- 3) **Webpage:** Agent has 2 options: Create one with companies like Godaddy.com WebMLS webmaster MFM. The current WEBMLS logo must appear on the top of each page and be sized at least 5% of each page. Agent name can not be larger than the company name inside the company logo per state law.
- 4) **Printer:** We recommend you purchase a color laser printer to print high quality marketing materials. A laser All In One fax/scan/color printer is a good choice.
- 5) **Smart Phone:** You must have a smart phone to open most MLS lock boxes
- 6) **Cloud Storage, Backup & Large File Transfer;** <https://www.dropbox.com>
- 7) **Signs:** We have a standard layout and size for yard sign panels. One with agent photo and one without. This format must be used. We urge you to add your color photo to your signs. Your photo becomes your personal logo and makes the sign more about you than about the company. You must place your direct phone number **only** on the sign, do not add the company phone number. We have 2 suppliers that you must use: Cincinnati supplier KS Signs (513) 241-5953 or email: ksdesign@one.net for hard board main panels. You can use a local supplier for sign frames that match the size of our main panel or they will ship frames to you.
- 8) **Cards:** We have a standard card format with agent photo. We urge you to add your color photo for the same reasons already stated. You must use one of our supplier; EDG Graphics in Hollywood Florida <http://edgprint.net> (954) 834-3277 email [edgprint@gmail.com](mailto:edgprint@gmail.com) \$150+shipping for 5,000 with standard format on front side and your personal promotion on the back side in a high gloss (UV) or None UV format (UV is hard to write on).
- 9) **Realtor.com:** Agent should join Realtor.com to enhance their listings which will then display the agent name and phone number and allow agent to upload 6more photos. **Zillow.com** also good free upload.
- 10) **Mail/Touch Marketing and Follow-up Program:** [www.sendsations.com](http://www.sendsations.com) or **www.VisatPrint.com** an inexpensive way to grow your business.
- 11) **Showings & Feedback;** If your board/MLS does not offer online showing and feedback service we recommend [www.Showings.com](http://www.Showings.com) (513) 295-3731, toll free 866-844-4277
- 12) **eSign service:**  
At this time WebMLS provides a free eSign service through [www.SkySlope.com](http://www.SkySlope.com).  
At this time we are not using the Document Management and storage part of the service. We will inform if/when we do;  
WebMLS New agent instructions for training, tech support, login and password  
Call 24/7 tech support 800-507-4117  
<https://www.youtube.com/watch?v=zE3QDA7dP0A&feature=youtu.be>  
And/Or call our account rep for 1on1 training Janae Tanti 916-282 9305

By: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Agent

Date

Larry A. Whited, President, WEBMLS, Inc.

## **Will co-op Agents show our listings?**

I was in competition with 4 other agents (2 from large national companies and 2 large local brokers) for a high priced listing a few months ago in an up scale area in Cincinnati. I was the last agent in (I always try to be the last so I can answer all questions that come up in prior agent interviews). The seller told all of us that they were going to down size in the same area in the \$200-300k price range.

They wanted to list the home with me but were concerned that other agents would not show our listings. Two of the agents asked them who they were interviewing. They told them no one in their office would show a WebMLS listing and they would have to pay a higher commission to sell their home.

I assured them that was not true and I did not know of an agent who would refuse to show any listing if the buyer asked to see the home.

I suggested they call the 2 agents and ask to see 3 properties before they finalized their decision to buy/sell. I printed the MLS sheets and told them to be sure to tell the agents the address and the listing company name, one of them being a WebMLS listing.

They called both agents the next day as I suggested and both agents said they would be happy to show them the 3 properties. As soon as the agents said they would show them the properties the seller reminded them they said yesterday they would not show a WebMLS listing. They listed the property with me with a 2.5% co-op.

The property sold and closed in a few days and the selling broker was one of the companies that said they would not show WebMLS listings. The seller paid for a Caribbean Cruise with the commission they saved and now tells everyone about WebMLS.

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Original Listing Contract date of \_\_\_\_/\_\_\_\_/\_\_\_\_

www.WebMLS.net:

Full service is defined as WebMLS agent doing the following:

- 1) List the above property in the local REALTORS Multiple Listing Service (MLS).
- 2) Place a www.WebMLS.net For Sale sign in the front yard of the above property (if allowed). If the property is located in an HOA community that requires a unique sign, seller must provide sign at seller expense with www.WebMLS.net & agent name & phone number on sign. Seller will not add additional signs etc.
- 3) Place photos of the property in the local REALTORS MLS System.
- 4) Receive all buyer calls on the property.
- 5) Set all showings on property per seller instructions.
- 6) Make a diligent effort to obtain feedback from each showing and report feedback to seller (we never get 100%)
- 7) Negotiate the Offer to Purchase. All contract negotiations will be done using fax, phone and/or email.
- 8) Set appointments for all inspections and appraisal.
- 9) Negotiate the results of the whole house inspections.
- 10) Take care of all details for and attend closing when applicable.
- 11) Seller may choose to host open houses and, at seller option, place & pay for open signs & advertising seller chooses.
- 12) Seller may show the home to buyers when applicable.

**All Upfront Listing Fees are non-refundable. Seller will be charged a \$50 service fee for a returned check added to new replacement check. Non payment of Upfront Listing Fee chosen below will automatically change this contract to 7% total commission.** www.WebMLS.net reserves the right to cancel this contract at anytime.

Seller elects to;

1) **Upfront Listing Fee:** seller will pay www.WebMLS.net \$\_\_\_\_\_ at signing of this contract.

2) **TOTAL Commission INCLUDING co-op commission listed in # 3 below:** seller will pay www.WebMLS.net a **TOTAL commission (Listing + co-op)** of :

\$ \_\_\_\_\_ Or \_\_\_\_\_ % of sale price at closing.

3) **Sale/co-op Commission:** WebMLS will pay the buyers agent or co-op broker a co-op commission of

\$ \_\_\_\_\_ Or \_\_\_\_\_ % of sale price.

Seller agrees to raise the total commission as follows if the property has not sold;

1) On \_\_\_\_/\_\_\_\_/\_\_\_\_ raise total commission to \_\_\_\_\_ with a Sale/co-op of \_\_\_\_\_

2) On \_\_\_\_/\_\_\_\_/\_\_\_\_ raise total commission to \_\_\_\_\_ with a Sale/co-op of \_\_\_\_\_

3) On \_\_\_\_/\_\_\_\_/\_\_\_\_ raise total commission to \_\_\_\_\_ with a Sale/co-op of \_\_\_\_\_

X \_\_\_\_\_  
WEBMLS, Inc. Salesperson

X \_\_\_\_\_  
Seller

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

X \_\_\_\_\_  
Seller

# CONSUMER GUIDE TO AGENCY RELATIONSHIPS

1-01-13

[www.WebMLS.net](http://www.WebMLS.net)

We are pleased you have selected **www.WebMLS.net** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **www.WebMLS.net** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website [www.com.state.oh.us](http://www.com.state.oh.us).

## Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

## Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

## Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

## Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

## Working With [www.WebMLS.net](http://www.WebMLS.net)

**www.WebMLS.net** does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but **www.WebMLS.net** and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **www.WebMLS.net**

will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and **www.WebMLS.net** will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however,

disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **www.WebMLS.net** has listed. In that instance **www.WebMLS.net** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

### **Working With Other Brokerages**

When **www.WebMLS.net** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **www.WebMLS.net** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **www.WebMLS.net** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and **www.WebMLS.net** will be representing your interests. When acting as a buyer's agent, **www.WebMLS.net** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

### **Fair Housing Statement**

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



**RECEIPT FOR**  
**CONSUMER GUIDE TO AGENCY RELATIONSHIPS**

www.WebMLS.net, REALTORS

I/We acknowledge that we have been given the two page document titled

**CONSUMER GUIDE TO AGENCY RELATIONSHIPS**

**By www.WebMLS.net, REALTORS.**

**Version 1-1-13**

X \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature Print Name

X \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
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Signature Print Name

X \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature Print Name

NOT EARNEST MONEY!

ALL ITEMS ARE ACCEPTED SUBJECT TO OUR RULES AND REGULATIONS APPLICABLE TO THIS ACCOUNT. TODOS LOS ARTICULOS SE ACEPTAN CONFORME A NUESTRAS REGLAS Y REGULACIONES APPLICABLES A ESTA CUENTA.



**Fifth Third Bank**

DATE

DEPOSIT/  
DEPÓSITO

WEBMLS

DATE 6/12/07  
FECHA

DEPOSITOR MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL  
DEPOSITOS PODRIAN NO ESTAR DISPONIBLES PARA RETIRO INMEDIATO

CASH EFECTIVO

CHECK CHEQUES

6,425.00

CHECK AMOUNT

WEBMLS

CHECK TOTAL FROM OTHER SIDE  
REVISE TOTAL DEL OTRO LADO

SUB TOTAL

LESS CASH RECEIVED  
MENOS EFECTIVO RECIBIDO

CUSTOMER NAME / NOMBRE DEL CLIENTE

x 1254 WEST STREET

SIGN HERE IF CASH RECEIVED / FIRME AQUI SI VA A RECIBIR EFECTIVO

ACCOUNT NUMBER  
NUMERO DE CUENTA

FTCI

CR \* 0073196219

\$

6,425.00 TOTAL

Checking

Savings

ACCOUNT #

CHECKING

555560008

WRITE PROPERTY ADDRESS HERE

This is an example for you to complete the Bank Deposit Slip that you will get at your local 5/3<sup>rd</sup> bank branch.

- \* 1) Never deposit Earnest Money (EM) into this account.
  - 2) Always have the co-op broker hold the EM in their account which must also be stated on the contract.
  - 3) If the contract states WebMLS is to hold the EM you must over night mail the EM to our WebMLS PO Box;
- WebMLS  
P.O. Box 757  
West Chester OH 45071