

## FLAT FEE ONLY

THIS contract is between parcel owner, hereafter defined as OWNER; and a flat-fee salesperson, hereafter defined as SALESPERSON.

One the \_\_\_\_ day in the month of \_\_\_\_\_ in the year of \_\_\_\_\_, OWNER hereby offers to hire SALESPERSON for services to be rendered in the sale of OWNER's Real PROPERTY.

The County-defined APN of the Real PROPERTY to be sold is: \_\_\_\_\_,

and the address of that Real PROPERTY is: \_\_\_\_\_

in the county of \_\_\_\_\_ in the state of \_\_\_\_\_.

The legal description of aforementioned parcel is as follows:


Fair disclosures about the property which MUST be included to any potential buyers are:


For efforts in selling the aforementioned defined PARCEL, the SALESPERSON can receive the following dollar amounts (full dollar amounts only – write out the amount in full words)

\$\_\_\_\_\_ prior to the sale (A) \_\_\_\_\_ dollars, and

\$\_\_\_\_\_ after the sale (B) \_\_\_\_\_ dollars.

These are to be legally-defined as FLAT FEES which will TOTAL NO MORE THAN

\$ \_\_\_\_\_ (C), which is the summation of the amounts defined in (A) + (B), a total of:

\_\_\_\_\_dollars.

Under NO CIRCUMSTANCES will OWNER surrender equity as a percentage of a sales price.

On this day, the total liability of the OWNER is no more than the amount defined in (A) as “prepaid sales”, and OWNER will not be bound to any fees or contingencies not disclosed in this contract. Contract is not valid unless signed by both parties. Upon signing, the OWNER agrees to provide the SALESPERSON the amount defined in (A), and SALESPERSON must provide a written receipt for all monies received that can be correlated to their Taxpayer ID(s).

Both OWNER and SALESPERSON understand that any effort of the SALESPERSON that results in the successful sale of the Real PROPERTY will result in the legal obligation of OWNER to pay SALESPERSON the full amount defined in (C).

This is a NON-EXCLUSIVE CONTRACT, and OWNER is free to contract with other entities.

Upon receipt of any monies, earnest payments, or other consideration, SALESPERSON is immediately bound to represent the fullest and best interests of the OWNER above and beyond any existing obligations SALESPERSON may have to other parties, brokerages, employees, or individuals. This contract is VOID after \_\_\_\_ days, or the successful sale of the property, whichever comes first.

Name of OWNER: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of OWNER: \_\_\_\_\_

Name of SALESPERSON: \_\_\_\_\_

Tax ID of SALESPERSON: \_\_\_\_\_

Signature of SALESPERSON: \_\_\_\_\_ Date: \_\_\_\_\_