
LIMITED SERVICE LISTING AGREEMENT

Home Listing Monster

Fax: (888) 965-7544

support@homelistingmonster.com

This Limited Service Listing Agreement is between David Moskowitz (Seller) and Home Listing Monster ("HLM") (Broker).

1. **AUTHORITY TO LIST PROPERTY:** Seller hereby appoints HLM as Seller's exclusive Broker limited to listing the Property as described below, at the price described below, beginning the 3rd day of May, 2012 and terminating at 11:59 P.M. the 3rd day of November, 2012 (Termination Date: 6 months if left blank). Seller certifies that Seller is legally entitled to convey the Property and all improvements.

2. **DESCRIPTION OF PROPERTY** (the "Property"): Real Property 1289 Verdon Drive, Dunwoody, Georgia 30338. Legal Description: No legal description found on tax assessment. All personal property (i.e. Refrigerator, Dishwasher, Stove) to be conveyed at the time of sale shall be listed by Seller in the Real Estate Sales Agreement entered into between Seller and Buyer and shall be transferred free of any liens. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law.

3. **PRICE & TERMS:** The Property is offered for sale on the following terms: Price: \$324800 Financing Terms: Conventional, FHA-Va Approved

4. **BROKER COMPENSATION:** (a) Seller has already paid HLM a listing fee, and no other fees are due to list the property. The listing fee is earned upon the execution of this agreement by Seller.

(b) Seller authorizes Broker to make an offer of compensation (the "Cooperating Commission") of .01% of the purchase price to all participating brokers (and their agents) in the MLS ("Cooperating Brokers"). Seller agrees to pay the Cooperating Commission when a Cooperating Broker represents and introduces the Property to a ready, willing and able buyer who purchases of Property. The Cooperating Commission shall be paid at closing. Seller understands Property will not be entered in their local MLS.

5. **BROKER OBLIGATIONS & AUTHORITY:** Seller authorizes Broker to a) advertise the Property as Broker deems advisable including advertising the Property on the Internet, b) to place the Property in the Multiple Listing Service (MLS), to offer compensation to cooperating brokers, and c) to report to the MLS/Association of Realtors this listing information and price, terms and financing information on any resulting sale. Seller authorizes Broker, the MLS and/or Association of Realtors to use, license or

sell the active listing and sold data. d) Broker shall act as a Nonrepresentative. e) Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW") An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOW's. Anyone who registers on a VOW may gain access to such automated valuation or comments and reviews about a property displayed on a VOW. A VOW may display automated valuations or comments/review (blogs) about this Property. Seller authorizes the use of their listing including the property address, automated valuation, and blogging features on publicly accessible internet sites, including but not limited to all Broker IDX sites, advertising sites, realtor.com, and Virtual Office Websites. Broker shall allow Seller to make up to two changes (excluding price or status changes) during the term of this listing. After two changes, HLM reserves the right to charge a service fee of \$25 per change.

6. SELLER'S OBLIGATIONS: (a) Seller shall indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations, misrepresentations, nondisclosure, concealment, actions or inactions, nonperformance or breach of any contract for sale or breach of this agreement,(2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title. This indemnity shall further include, without limitation, the inaccuracy or incompleteness of any information provided by Seller for listing on the MLS and any fair housing violations due to Seller's advertising. Seller is solely responsible for any complaints made by a buyer or prospective buyer before or after possession of the Property with respect to any defects in the Property.

(b) Seller shall make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or know by the buyer. Seller represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.). Seller will immediately inform Broker of any material facts that arise after signing this Agreement. Seller agrees to indemnify and hold HLM harmless for any violation of any ordinance, regulation, and statute of law regarding Sellers disclosure obligations.

(c) Seller shall provide HLM with all the Property information requested and represents that said information is true and accurate to the best of Sellers knowledge. Seller is responsible for any and all inaccuracies contained in the information provided to HLM. Seller understands that HLM does not conduct any investigation of the Property to verify the information provided by Seller and is not responsible for the accuracy of the information.

(d) Seller shall review the final listing on Realtor.com and will notify Broker immediately of any inaccuracies. The listing will be deemed approved by the Seller 24 hours after the listing is entered if Broker has not received an affirmative approval.

(e) Seller agrees to be responsible for any fines assessed by the MLS for failures of their obligations herein that result in MLS infractions. Seller will be notified of the infraction and fines will be charged to the Seller. Seller agrees to notify Broker, within 48 hours, in the event of any of the following: 1) Seller enters into a contract to sell the property (must provide a fully executed copy of the contract as well); 2) The contract for sale is terminated; 3) All contingencies are removed from the contract for sale (i.e. financing, inspection etc.); 4) Seller decides not to sell property; 5) Closing or settlement. Upon the sale of the Property, Seller agrees to deliver to Broker, the following documents or information: (1) Copy of HUD-1 settlement statement or closing statement (2) Copy of Sales Contract including all addenda and amendments, if any, and written verification by the escrow agent that all required deposit(s) have been paid, (3) Seller's new address. These requirements are mandated by state licensing laws and MLS rules and regulations to which the Listing Broker must adhere. Seller may not terminate this Agreement while the Property is under contract. If this agreement expires while the property is under contract Seller must comply with the above.

7. HLM SHALL NOT BE AN ESCROWEE: Other than the service fee paid by Seller for the HLM services, Seller shall not tender to HLM or any Broker/Agent employed by HLM, at any time, any money for deposit or to hold on Sellers or Buyer's behalf. HLM Broker/Agent employees are expressly prohibited from accepting any money from Seller. Seller shall not execute a sales contract that stipulates or requires HLM to hold earnest money or a possession escrow.

8. RULES AND REGULATIONS: Seller is bound by all rules and regulations of the MLS for their respective property, and the rules and regulations are considered incorporated in to this agreement.

9. ENTIRE AGREEMENT: This Agreement contains all covenants between the parties and may only be modified by writing signed by all parties hereto. There are no oral representations made that are not contained herein and no oral modifications of this Agreement are allowed.

10. ASSIGNMENT: This Agreement may not be assigned by the Seller without the express written consent of HLM.

11. BINDING: This Agreement shall be binding upon the parties hereto and respective heirs, personal representatives, successors and assigns.

12. PRIOR AGREEMENTS: This Agreement supersedes all other Agreements entered into between the parties and in the event there is a conflict between this Agreement and any other Agreement between the parties hereto the terms and provisions of this Agreement shall control and be binding upon the parties.

13. NO GUARANTEE OF SALE OF PROPERTY: Seller understands that this Agreement does not guarantee the sale of the Property.

14. **LIMITATION OF BROKER'S LIABILITY:** Seller agrees that the limit of HLM's liability under this Agreement and/or related to HLM's performance of the services mentioned herein is strictly limited to the service fee paid to HLM by Seller and no more.

15. **TERMINATION OF AGREEMENT:** There is no termination fee in the event the seller decides to withdraw their Property from the market by giving written notice to HLM at any time there is not then a contract pending on the Property involving a buyer who was procured by a participating licensed real estate agent. A refund will only be provided if the listing is cancelled before the property listing is entered into the Multiple Listing Service (MLS) or in the event that HLM does not accept this agreement. Seller will be provided a copy of the MLS Listing. Broker reserves the right to terminate this agreement at any time, at Broker's sole discretion. Termination by Broker does not absolve Seller from paying any commissions due a cooperating broker under the terms of this agreement.

16. **ATTORNEYS FEES & COSTS:** If a dispute arises by and between the parties or involving the subject matter of this Agreement and litigation is commenced to enforce the provisions herein or interpret the provisions herein, the prevailing party shall be due its reasonable attorney's fees and litigation costs, including appellate attorney's fees & costs by the non prevailing party.

17. **SELLERS ACKNOWLEDGMENT OF HLM'S LIMITED DUTIES:** This Agreement creates an Exclusive Agreement to market through the MLS Seller's Property and limits the performance requirements of HLM as set forth herein. HLM is not representing Seller as a full service Real Estate Agency but rather has limited obligations to Seller. HLM has no obligation to prepare or negotiate, on Sellers behalf, a real estate contract for the sale of the Property. Seller acknowledges that selling the property may be complicated and may require professional legal assistance. Seller agrees to obtain assistance, as Seller deems necessary. No other agreement, expressed or implied, shall be held to impose any greater relationship than that set forth herein. Seller waives any claim or cause of action it may have against HLM, its owners, agents and employees arising as a result of any act or omission of HLM. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Sellers offer for sale and sale of the Property. Seller does not waive any rights guaranteed by the regulations and statutes of the State which cannot be voluntarily waived. HLM may provide Sellers address and telephone number in the MLS and all affiliated web sites.

Street Number	1289
Street Name	Verdon Drive
Zip Code	30338
Zip Code (Last 4 Digits)	
City	Dunwoody
State	Georgia
County	DeKalb
Zoning Information	RES
Legal Description	No legal description found on tax assessment.
Style	No Pool/No Water
Folio / Parcel Number	1837702013
Type of Property	Single Family
Development Name	
Subdivision Name	Verdon Forest
Pets Allowed	Yes
Pet Restrictions	None
Restrictions	None
Housing-Older Persons Act	No HOPA
Subdivision Information	No Subdiv/Park Info
Model Name	
SqFt Liv Area	2384
Approx. Sqft Total Area	3476
Year Built	1968
Year Built Description	New Construction
Convertible Bedroom	
#Beds	4
#FBaths	2
#HBaths	1
#Garage Spaces	2
Garage Description	Attached



#Carport Spaces	
Design Description	Two Story
Construction Type	Concrete Block Construction
Construction Type	Brick Exterior Construction
Construction Type	Wood Siding
Roof Description	Shingle Roof
Manufactured Home Size	
Serial Number	
Brand Name	
Waterfront Frontage	
Front Exposure	North
Parking Description	Slab/Strips Driveway
Approximate Lot Size	Less than a 1/4 acre
Lot Size in Square Feet.	
Lot Description	Corner Lot
Lot Description	Cul-De-Sac Lot
Waterfront Property (Y/N)	No
View	None
Water Access	None
Design	Attached
Pool	No
Pool Dimensions	
Spa	
Exterior Features	Wood Decking
Exterior Features	Fence
Exterior Features	Satellite Dish
Exterior Features	Shed
SqFt L.A. of Guest House	
Furnished Info (List)	Unfurnished
Floor Description	Concrete Floors

Floor Description	Wood Floors
Dining Description	Breakfast Area
Dining Description	Formal Dining
Dining Description	Kitchen Dining
Rooms Description	Attic
Rooms Description	Family Room
Rooms Description	Great Room
Rooms Description	Utility Room/Laundry
Bedroom Description	Master Bedroom Upstairs
#Ceiling Fans	7
Interior Features	First Floor Entry
Interior Features	Built-Ins
Interior Features	Fireplace
Interior Features	Pantry
Living Room Dimensions	
Dining Room Dimensions	
Dining Area Dimensions	
Kitchen Dimensions	
Family Room Dimensions	
Sunroom Dimensions	
Porch Dimensions	
Master Bedroom Dimensions	
2nd Bedroom Dimensions	
3rd Bedroom Dimensions	
4th Bedroom Dimensions	
5th Bedroom Dimensions	
Den Dimensions	
Patio/Balcony Dimensions	
Utility Room Dimension	
Equipment/Appliances	Automatic Garage Door Opener

Equipment/Appliances	Dishwasher
Equipment/Appliances	Disposal
Equipment/Appliances	Gas Water Heater
Equipment/Appliances	Washer/Dryer Hookup
Equipment/Appliances	Microwave
Equipment/Appliances	Electric Range
Equipment/Appliances	Refrigerator
Equipment/Appliances	Self Cleaning Oven
Equipment/Appliances	Smoke Detector
Equipment/Appliances	Wall Oven
Windows/Treatment	Bay Window
Windows/Treatment	Blinds/Shades
Windows/Treatment	High Impact Windows
Windows/Treatment	Impact Glass
Windows/Treatment	Picture Window
Windows/Treatment	Thermal Windows
Heating Description	Central Heat
Heating Description	Gas Heat
Cooling Description	Attic Fan
Cooling Description	Ceiling Fans
Cooling Description	Central Cooling
Cooling Description	Electric Cooling
Cable Available	Yes
Water Description	Municipal Water
Sewer Description	Municipal Sewer
Short Sale	No
List Price	324800
Terms Considered	Conventional
Terms Considered	FHA-Va Approved
Membership Purch Rqd	No

Membership Purchase Fee	
Type of Association	None
Association Fee	
Tax Amount	4840
Tax Year	2011
Property Tax Information	Tax Reflects County Only Tax
Property Tax Information	Tax Reflects Homestead Tax
Special Information	Home Warranty
Possession Information	Negotiable
Owner's Name	David Moskowitz
Owner's Phone	404-808-8912
Occupancy Information	Owner Occupied

Property Description / Important Features

This house sits on a cul-de-sac on a large shaded corner lot that offers hardwood floors, fireplace, plenty of closet and storage space, updated kitchen counter and appliances, new windows, new roof, fenced in area in backyard, already installed electric dog fence, two car garage, and a finished and unfinished basement plus a small storage shed out back. Additional features include a large, wooden deck that overlooks the natural setting of the neighborhood, including a small stream that runs at the edge of the property. Small vegetable and herb gardens are located close to the house. The house is in a great neighborhood filled with families and is a perfect home for a family looking to get into one of the best school districts in DeKalb County; Austin Elementary School, Peachtree Middle School, Dunwoody High School. The location is ideal and offers shopping, restaurants, drug stores and grocery store all within walking distance from the house. The Dunwoody Nature Center with acres of natural trails is two blocks from the house.

Special Text

Fading Tagline

Uploaded Photos



By signing below you affirm the listing information contained above is complete and accurate.

David Moskowitz
Owner Signature

May 3rd, 2012
Date