

BROKERAGE AGREEMENT

This Brokerage Agreement ("Agreement") is entered into by and between:

Client Name(s) (hereinafter collectively referred to as the "Client," whether Buyer, Seller, Tenant, or Landlord):

and **The Flat Rate** ("The Flat Rate"), a licensed real estate brokerage operating in the state of Maryland for the property known as _____.

The Client and The Flat Rate (collectively, the "Parties") hereby agree to enter into this legally binding Agreement in accordance with the Maryland Real Estate Brokers Act with an Effective Date of _____.

1. **TERM & RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT:** This Agreement shall be effective on the Effective Date stated above and shall continue until midnight on the one hundred eightieth (180th) day following the Effective Date (the "Listing Term"), unless sooner terminated in accordance with the provisions of this section. Per Section 14-903 of the Real Property Article of the Annotated Code of Maryland, the Listing Term may not be longer than one year in duration.

Per Section 17-534(b)(5) of the Maryland Real Estate Brokers Act, Client and Broker agree to the following for termination of this Agreement other than by expiration on its recited terms: Either party may terminate this Agreement with five (5) days written notice to the other party or sooner upon mutual written agreement. Termination of this agreement does not relieve Client of any obligations, financial or otherwise, that were agreed to during the term of the Agreement, or any extension of this Agreement pursuant to Section 13 of the SERVICES, NOTICES, DISCLOSURES AND DISCLAIMERS available for viewing and download at <https://proprdiy.com/notices>.

Notwithstanding the foregoing, any and all financial obligations of Client arising under this Agreement shall survive expiration or termination of the Agreement by either party, including without limitation any obligation of Client to pay any Buyer Agency Co-op Amount as identified in the MLS input form submitted by Client at <https://proprdiy.com/mls/> and addressed in paragraph 4 below.

Except as otherwise provided in this Agreement, The Flat Rate shall have no further duties or obligations to the Client after the termination, expiration, or completion of performance of the brokerage relationship, except to keep confidential all personal and financial information received from the Client during the course of the brokerage relationship, unless:

- The Client consents in writing to the disclosure of the information; or
- The information becomes public from a source other than The Flat Rate.

2. **COMPENSATION:** The amount of compensation to be paid to The Flat Rate shall be based upon the à la carte fixed rate services ordered and paid for in advance by the Client on Proprdiy.com, the Proprdiy mobile app, TheFlatRate.com, or any other sales portal utilized by The Flat Rate to offer its services to the public. By purchasing a specific service on any of the above sites for the property referenced in this Agreement, Client acknowledges the inclusion of that specific service (and no others except those similarly purchased) in this Agreement, under the terms of the specific service and this Agreement as a whole.

3. **EXCLUSIVITY OF SERVICES AND NO ADDITIONAL PROMISES:** Client acknowledges and agrees that only the services explicitly ordered and paid for through the platforms mentioned above are included within the scope of this Agreement, which does not include any non-brokerage activities. No other services (including any Flat Rate non-brokerage goods and services), representations, or promises are made by The Flat Rate outside

those specified and purchased through the aforementioned platforms. The Flat Rate makes no commitments to provide any additional services unless such services are explicitly ordered and paid for in accordance with this Agreement or outside this Agreement if not subject to this Agreement.

- MULTIPLE-LISTED PROPERTY - BUYER AGENCY CO-OP:** If Broker is authorized by Client to list the Property on the MLS (Multiple Listing Service), Broker is hereby authorized to cooperate with Buyer Agents representing prospective buyers. Client agrees to compensate Broker and authorizes payment to any Buyer's Agent who has earned and is entitled to Buyer Agent Compensation as stated in the MLS input form submitted by Client at <https://proprdiy.com/mls/>. This compensation shall be paid by Client at settlement from proceeds or other funds, if settlement proceeds are insufficient.

Offering Buyer Agent Compensation is at the Client's sole discretion. Client may alter or revoke the Buyer Agent Compensation at any time prior to receiving a purchase offer on the Property through written notice to Broker. Once the Buyer Agency Compensation is offered via the MLS, it cannot be altered, varied, or withdrawn after receiving a purchase offer for the Property, and otherwise is subject to all MLS rules and regulations. Client indemnifies Broker against any claims by for any Buyer Agency Compensation.

- GENERAL DISCLOSURES AND ADDITIONAL AGREEMENTS:** **Client and the Flat Rate acknowledge that this Agreement shall serve as the foundation for the brokerage relationship between the parties. Client acknowledges that they have read, understood, and agree to the Services, Notices, Disclosures and Disclaimers addendum available for viewing and download at <https://proprdiy.com/notices>, and which are incorporated in this Brokerage Agreement by reference.**

Client Initials: _____

By his/her/their/its signatures below, Client (and each and all of them) authorize and agree to compensate The Flat Rate for any and all goods and services selected on any designated sales portals following commencement of this Agreement.

SIGNATURES



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word “seller” includes “landlord”; “buyer” includes “tenant”; and “purchase” or “sale” includes “lease”)

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or the broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the “dual agent”) shall assign one real estate agent affiliated with the broker to represent the seller (the seller's “intra-company agent”) and another agent affiliated with the broker to represent the buyer (the buyer's “intra-company agent”). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency , including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

