

# Terms of Agreement

Welcome to For Sale By Owner Central Wisconsin Web site. By using our on-line listing service you are agreeing to comply with and be bound by the following terms of agreement. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term "us" or "we" or "our" refers to FSBO Central Wisconsin, the owner of the Web site. The term "you" refers to the seller or owner of the property for sale.

## **Customer Responsibilities:**

Our listing services are strictly for use by customers who will agree not to advertise their property for sale on any other FSBO or real estate broker operated web sites. We require such commitment in order to maintain the very concept of the nature of our services. Potential buyers must be certain that the properties that are listed on our website are advertised by the owner.

### ***Listing Form.***

For Sale By Owner Listing Form should be accurately filled out and sent to our office via on-line submission to be considered complete. If you do not have access to our website, please notify one of our representatives and we will send you a paper copy. Those, knowingly misrepresenting their property will be asked to correct the inaccuracy. Refusal to do so may result in termination of your listing.

### ***Photos.***

We will accept up to six color pictures for posting with your property's information. These must be pictures of the property you are selling. You may choose to attach the photos to your form or email them to us at: [msalienko@gmx.com](mailto:msalienko@gmx.com) in .gif, .jpeg or .tiff formats. You must include your name or your properties address in subject line of your email.

### ***Payment.***

All personal checks or money orders in the amount of \$150 should be made out to FSBO Central Wisconsin. Since we incur virtually all of our expenses in the first few days of listing a new property, there will be no refunds once your information is submitted and posted on line.

### ***Yard Sign.***

When contacted by us for installation of a yard sign, the seller is responsible for providing safe area, away from potentially dangerous electrical, cable and telephone lines. Area should be clearly marked by stake or sprain paint marker on ground. Additionally, FSBO Central Wisconsin will not be held responsible for damaging customer's sprinkle lines if not informed of their location. You agree to pay us \$75 for signs not made available for pickup after your listing is cancelled or for signs damaged beyond normal wear and tear.

## **FSBO Central Wisconsin Responsibilities:**

Our website is developed and maintained to assist in the "for sale by owner" process by offering an internet based listing service to advertise and explore available real estate properties in the Central Wisconsin area. Our database will feature updated listings of homes and vacant lands of customers who have sole ownership of those very properties. FSBO Central Wisconsin will use marketing and advertising strategies to promote its services in the sense of a database, rather than individual properties.

### ***Listing Form.***

Upon receipt of customer's mailing, our staff will review the application for its accuracy and contact the client if additional information is necessary. If forms are not signed or/and dated, we have the right to send them back to the client and refuse our services until the documents are fully completed.

***Yard Sign.***

After personal and property’s information is verified and \$150 listing fee is processed, our staff will notify the client and schedule a delivery of a yard sign to the seller’s property within 48 hours. We ask our clients to specify the location for installation of the sign, but will also advise on the best placement for adequate visibility. Signs are available for use by Sellers outside of normal marketing area, but must be picked up and returned by the Seller. Yard signs are the property of FSBO Central Wisconsin. We will not accept responsibility for accidental injury involving the yard sign or its placement. The yard sign will remain on the seller’s property until it is sold, listed with a realtor or broker or taken off the market. Our staff member will remove the sign within a 48 hour notice.

***Flyers***

Along with the yard sign, the seller will receive 10 professionally made flyers to advertise their property within the local community. Finding appropriate locations for the flyers will be sole responsibility of the seller. The seller will keep the flyers for their personal use and distribution. FSBO Central Wisconsin will not be held accountable for posting the flyers without permission of the proper party.

***Changes.***

All changes to the properties already listed on the website could be made by notifying the staff via email, regular mail or by phone. Sellers are allowed to have multiple listings on the web site, but the \$150 enrollment fee could not be transferred to another property.

***This Agreement.***

This agreement constitutes the sole agreement between FSBO Central Wisconsin and the seller regarding the listing of their real estate property. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both FSBO Central Wisconsin and the client.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

**Agreed To:**

*Seller*

(Sign) By \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*FSBO Central Wisconsin*

By \_\_\_\_\_

Mikhail Salienko  
It’s Authorized Representative

Date: \_\_\_\_\_