



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT



To: \_\_\_\_\_
In consideration of your submitting the listing information with respect to my real property (the 'property') which is attached hereto, to the Multiple Listing Service within one (1) day and of your efforts to find a buyer for the property, I hereby give you from \_\_\_\_\_ to \_\_\_\_\_ inclusive. The same being the term of the listing, the sole right to sell or exchange the property at \_\_\_\_\_ for \_\_\_\_\_ Dollars \$ \_\_\_\_\_

I also agree that if you procure a buyer for the property, or if said property is sold or exchanged by you, by me, or by anyone else, during the continuance of this contract or, if within \_\_\_\_\_ thereafter the property shall be sold or exchanged to or with any person to whom the property has been shown prior to the expiration of the term of this contract either for the price above set forth or for any other price or upon any other terms

which may be acceptable to me, I will pay you a fee of \_\_\_\_\_ for professional services, the same as I would if you had made the sale yourself. However, I shall not be obligated to pay such fee if a valid listing is entered into during the term of said protection period with another licensed real estate broker.

The property is offered without respect to race, color, religion, national origin, gender, sexual orientation, age, marital status, veteran status, presence of children, receipt of public assistance or mental or physical handicaps. You may make arrangements with any other real estate broker to act as a sub-agent in connection with the sale or exchange of the property on the condition that any sub-agent's compensation will be payable from your commission. In the event that you desire to show the property in cooperation with a licensed real estate agent who is representing a prospective buyer, I authorize you to compensate the agent of any prospective buyer an amount to be determined by you.

I have disclosed the information set forth herein with regard to the property. including all improvements, equipment and fixtures therein, to you. I hereby authorize you to disclose said information and any other information which you may obtain or discover regarding the property to a buyer, prospective buyer, or licensed real estate agent who is representing a prospective buyer, or your agents or subagents. I further authorize you to include, print or publish the same upon any Multiple Listing Service Form, Offer to Purchase Form and/or Purchase and Sale Agreement Form or any other writing or document as you may use.

I agree to supply smoke detector certification.

All deposits shall be held by you as my agent and shall be duly accounted for at the time for performance of an agreement. You shall be entitled to receive from me an amount equal to \_\_\_\_\_ of any deposit forfeited by any buyer and retained by me as long as the amount shall not be more than the fee referred to above. I agree that in the event a dangerous level of lead is found in the property, I will report same as required by applicable law. I also agree that once I have entered into a Purchase and Sale Agreement with a buyer and during the pendency of said agreement, you shall have no obligation to present further offers to me or to continue marketing the property.

I hereby authorize the photographing of the property and the use of such photographs in promoting its sale or exchange. I also agree that you may show the property at any reasonable hour. I agree that the responsibility for the care of the property shall not be yours and you shall not be liable to me for any damages which may occur to the property.

I have checked this Listing Agreement and agree that, together with any changes assented to by me, it is complete and accurate to the best of my knowledge. I acknowledge that the information contained in the accompanying data sheet was supplied by me and not checked for accuracy by you. I agree to indemnify and hold you harmless from any and all claims, demands, causes of action, suits, damages, costs or expenses, including reasonable attorney's fees incurred by you on account of any misrepresentation or error made by me in providing you with the listing information, specifically including without limitation, any misrepresentation or error regarding the presence or absence of urea formaldehyde foam insulation. I further agree that in the event I default under this Agreement, you shall be entitled to collect from me, in addition to the fee set forth above, all costs and expenses, including attorney's fees, incurred by you on account of such default. If more than one person signs this Listing Agreement, the obligations contained herein shall be joint and several and bind all signatories.

Permission is granted to place a For Sale sign upon the property.

Form with YES/NO options for For Sale sign permission

Permission is granted to place a lockbox on the property.

Form with YES/NO options for lockbox permission

I have received a copy of the Agency Disclosure Form.

Form with YES/NO options for Agency Disclosure Form

Does the property contain UFFI?

Form with YES/NO options for UFFI

Is there an inground fuel tank on the property?

Form with YES/NO options for inground fuel tank

Witness my/our hand(s) and seal(s)

DATE \_\_\_\_\_ OWNER

DATE \_\_\_\_\_ OWNER

BROKER \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_