

GENERAL LISTING AGREEMENT

IN CONSIDERATION OF the mutual agreements contained herein, _____ (called "Seller") hires and appoints _____ (called "Broker") as exclusive agent and authorizes and grants Broker the sole, exclusive right, without reservations, for a period commencing on _____ and expiring at midnight on _____ to sell the following described property:

All that tract of land being known as _____ (Address), _____ (City), _____ (State), _____ (Zip), as recorded in _____ County Register Office, _____ deed book(s), _____ page(s), and further described as:

_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property". The full legal description of the the Property is the same as is recorded with the Register of Deeds Office in the county in which the Property is located and is made a part of this Agreement by reference.

The sales price is to be \$ _____ upon terms as follows:

AGENCY AGREEMENT - As declared by this brokerage office policy, this Broker will:

- Declare Designated agency for Sellers and Buyers - Default to Facilitator for transactions involving the same agent on both sides.
- Declare Dual agency for Sellers and Buyers - Default to Dual Agency for transactions involving the same agent on both sides.
- Declare Single agency for Sellers and Buyers - Default to Designated Agency for in-house transactions
- Broker and Designated Agent agrees:
 - to use diligence in selling the property;
 - to act on behalf of the client in any negotiations of the sale of the property;
 - to exercise all duties to the Seller as set forth in the initial agency disclosure, including the duties common to all consumers as well as those duties reserved for Agent-Client relationships.

NOTICE: Real Estate fees are not fixed by law. They are set by each Broker individually and are negotiable between Client and Broker. The payment of any fee to a Buyer Broker or Facilitator does not make them either Agents or Sub-Agents of the Seller.

AUTHORIZATION FOR COOPERATION AND COMPENSATION (SELLER SHOULD INITIAL HIS/HER AGREEMENT WITH EACH PROVISION BELOW)

- _____ Seller hereby authorizes Broker to appoint subagents and to authorize said subagents to perform duties under this Exclusive Listing Contract.
- _____ In the event a Buyer's Agent participates in the sale or exchange of Property, Broker is hereby authorized to negotiate the division of commission with said Buyer's Agent.
- _____ In the event a Facilitator / Transaction Broker participates in the sale or exchange of Property, Broker is hereby authorized to negotiate the division of commission with said Facilitator / Transaction Broker.

CLIENT AUTHORIZATION FOR CHANGE IN AGENCY STATUS:

In the event a change in Broker’s agency status is needed or necessary to protect Client’s Interest in a transaction
(SELLER SHOULD INITIAL HIS/HER AGREEMENT WITH EACH PROVISION BELOW)

_____ Client hereby authorizes managing broker to appoint as Designated Agent for the Seller, to the exclusion of any other Licensees associated with Broker. A Designated Agent for the Seller can and will continue to advocate Seller’s interests in a transaction even if a Designated Agent for the Buyer is also associated with Broker.

_____ Client hereby authorizes the managing broker, if necessary to appoint a Licensee, other than the Licensee named above, as Designated Agent for the Seller, to the exclusion of any other Licensees associated with Broker.

_____ Client hereby authorizes the Broker to serve as his/her Facilitator / Transaction Broker (representing the interests of neither the Seller nor the Buyer) in showings, negotiations, or transactions involving the property.

_____ Client hereby authorizes Broker to default to Facilitator / Transaction Broker status (representing the interests of neither the Seller nor the Buyer) in any property showing, negotiations or transactions, in which the Broker may also have a representation agreement with the Buyer. As a Facilitator / Transaction Broker, Broker and Broker’s associated salespersons can assist the parties and provide information in subsequent negotiations in that transaction.

_____ Client hereby authorizes Broker to serve as his/her Dual Agent (representing the interests of both the Seller and Buyer) in showings, negotiations, or transactions involving the property.

If a change in agency status occurs, Client will be immediately notified of such a change.

INFORMATION WHICH THE SELLER AUTHORIZES BROKER TO DISCLOSE WHICH MIGHT OTHERWISE BE CONFIDENTIAL:

_____ I authorize Broker to place a lock box on my property.

_____ I agree to provide a Homebuyer’s warranty upon sale of the property.

_____ I authorize Broker to accept a deposit of earnest money _____

_____ I authorize you to obtain mortgage information on the above described property.

ACCT# _____ MTG. CO.

I further agree as follows:

1. **Commission.** Seller agrees to pay Broker a commission equal to _____ % of the total real estate selling price which shall be paid to Broker at closing.
2. **Term.** The expiration date of this agreement is as set forth. The carry over period is defined as _____ days after the termination of this agreement and any extension thereof. Should the Seller contract to sell or exchange, or contract to lease with option to buy, the property within the carry over period to any buyer (or anyone acting on buyer’s behalf) who has been introduced to the property directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the commission as set forth above. This paragraph shall not apply if the property is listed with another licensed real estate Broker at the time of such contract.
3. **Disclosure and Listing Data.** Seller has carefully reviewed the information on the Multiple Listing Profile Sheet and signed same. Seller has not advised Broker of any defects in the Property or the improvements located thereon, except as noted on the Multiple Listing Profile Sheet and signed by the Seller. Seller is not aware of any other defect or environmental factors which would affect the value of this Property. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing data wherein Seller has supplied information contained on the attached

Multiple Listing Profile Sheet and agrees to hold Broker harmless and to defend and indemnify Broker from any claim, demand, action, liability or proceedings, therefore resulting from any omission or alleged omission by Seller on Multiple Listing Profile Sheet and/or for any material fact that is known or should be known by Seller concerning the Property and that is not disclosed to Broker.

- 4. **Basis of Commission.** Seller (jointly and severally, if more than one) agrees to pay Broker the commission in cash at the time of the closing if Seller sells, leases, exchanges or contracts to sell, lease, or exchange the Property, or any portion thereof, during the term of this agreement or any extension thereof. Seller further agrees the commission shall be immediately due if: (1) The Broker, Seller, or anyone else, during the term of this agreement or any extension thereof, procures an offer from a Buyer (Tenant) ready, willing and able to purchase, exchange, or lease said Property at the price and on the terms set forth herein, and Seller refuses to accept such offer; (2) Or, if Seller executes a contract and thereafter unlawfully fails to close; (3) Or, if Seller withdraws the Property from sale (lease) or otherwise terminates this agreement; (4) Or, if Seller otherwise prevents the performance hereunder by Broker. In any exchange of the Property, Seller consents to Broker receiving a brokerage fee from both parties. Should Seller fail or refuse to carry out the terms of a sales (lease) contract, the Seller agrees to pay all costs and expenses incurred by Broker due to Seller's breach of said contract. For Broker's services, Seller further agrees to pay Broker an amount equal to the commission which would have been due and owing Broker had the transaction closed. The Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which Broker incurs in enforcing any of Seller's obligations under this listing agreement.
- 5. **Signs and Showing.** The Broker is hereby authorized to advertise the property, to place his "For Sale" sign on the property, to remove other "For Sale" signs, if any, to photograph the property, to use the photographs in promoting this sale, and to advertise the property on the internet. Seller agrees to allow broker to show the property at all reasonable hours and otherwise cooperate with Broker.
- 6. **Broker's Responsibilities.** Broker agrees to give his best reasonable efforts to find a purchaser for the property. Broker shall not have custody of said property and shall not be responsible for maintenance, upkeep or repair of such property.
- 7. **Title.** Seller warrants good title to the property and full authority to execute this contract and to settle the property. Seller shall convey the property by a good and sufficient warranty deed.
- 8. **Access to Property.** Real estate agents cooperating in the marketing and sales activities with Broker, whether by sub agency or otherwise, are authorized to show said property on the same basis as subagents.
- 9. **Equal Housing.** In any real estate transaction, licensed Brokers and Sellers are prohibited by law from any discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin. A request from a Seller to observe discriminatory requirements in the sale (lease) of the Property will not be granted since it is a violation of the law.
- 10. **LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

This _____ day of _____, _____.

Broker Signature _____

Affiliate Broker Signature(s) _____

Seller Signature _____