

## Exclusive Agency Listing Agreement

I/We:

\_\_\_\_\_  
("Owner")

hereby grant to the undersigned broker ("Broker"), a real estate broker licensed under the laws of the

<insert state> the EXCLUSIVE AGENCY to sell the property which address is:

\_\_\_\_\_  
City: \_\_\_\_\_,  
State: \_\_\_\_\_, Zip \_\_\_\_\_ ("Property") on the following terms and conditions:

1. *Owner's Duties and Responsibilities.* The BROKER is granted the right to sell the Property, as the Owner's exclusive agent, during the term of this Agreement and to cooperate in marketing the Property, including preparation of the Purchase and Sales Agreement. If the Property is sold to a buyer procured by the Broker, the fee described in paragraph 4 shall be due. **The Owner reserves the right to sell the Property himself during the Listing Period (as hereinafter defined) without owing a fee.** If the Owner places the Property under agreement with a buyer, the Owner shall notify the Broker promptly. The Broker is authorized and is required: (a) to offer compensation to other licensed brokers as subagents of Owner, buyer's agents or otherwise; (b) to place a listing for the property in the multiple listing service; (c) to publish a photograph of the Property and advertise the Property in such media as the Broker may select. The Owner hereby authorizes the Broker to disclose to prospective buyers all information about the Property provided to the Broker by the Owner, all of which the Owner represents to be accurate. The Owner acknowledges receipt of an agency disclosure form and has been advised of (i) the Broker's general company policies regarding cooperation with and compensation to subagents, Buyer's agents and other licensees; (ii) the fact that a buyer's agent, even if compensated by the listing broker or seller will represent the interest of the buyer and (iii) any potential for the listing broker to act as a disclosed dual agent on behalf of the seller and buyer. The Owner agrees to comply with all applicable fair housing laws.

2. *Listing Price.* The listing price for the Property shall be dollars or such other price and terms as the Owner may approve.

3. *Listing Period.* This Agreement shall begin on and end on and maybe extended by agreement of the Broker and Owner.

4. *Broker's Fee.* If within the term of this Agreement or any extension thereof, the Property is sold to a buyer introduced by the Broker or cooperating member broker of the MLS who procures a buyer who is ready, willing and able to buy, at a price and on the terms set forth herein or on such other price and terms as the Owner may agree, the Broker shall be due a fee of \_\_\_\_\_% of the purchase price of the Property. Said fee shall be paid at the time set for closing and may be deducted from amounts held as escrow agent. The Broker shall, if applicable, pay any co-broker fee out of the \_\_\_\_\_% commission. The aforesaid fee shall be due upon sale. If within three months after expiration of this Agreement or any extension thereof the Property is sold to any person who is introduced to the Property during the aforesaid term or any extension, the Broker will be due the \_\_\_\_\_% commission except if the Owner has entered into an exclusive agreement with another broker in good faith. If any deposit is retained by the Owner as

liquidated damages for default by the buyer under any agreement for sale of the Property, the Broker shall be due one-half (1/2) of the amount so retained, but not more than an amount equal to the full commission that would have been paid to Broker if a sale had been completed.

5. *Broker's Duties.* The Broker agrees to use reasonable efforts in marketing the Property and agrees to list the Property with the multiple listing service as well as any public real estate websites, or any other public real estate websites that then accept such listings. The Broker shall have no obligation to continue to market the Property after an offer has been accepted and while a transaction is pending. The Broker is not hired as a property inspector, septic inspector, surveyor, tax advisor or attorney and if such services are desired the Owner should hire professionals.

6. *Listing Fee.* Any upfront fee paid to the Broker or any affiliate in connection with marketing the Property is on the date that the listing appears on the multiple listing service is irrevocably non-refundable.

OWNER'S Signature(s)

BROKER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 200\_\_

E-Mail \_\_\_\_\_

Telephone: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Dated: \_\_\_\_\_, 200\_\_