EXCLUSIVE LISTING AGREEMENT

[Insert Date]

Agreement between [Insert Name of Broker], BROKER and [Insert Name of Seller], Seller, in consideration of BROKER listing and endeavoring to procure a purchaser or tenant for the property known as [Insert Name of Property] SELLER grants BROKER the sole exclusive right to sell or exchange the property for $[Insert Amount]. The term of this listing shall be from [Insert Date] until midnight [Insert Date].

SELLER agrees to pay BROKER a commission if this property or any portion is sold, leased, or exchanged by

BROKER, other cooperating agents, SELLER, or any other person during the term of this Agreement. The commission shall be due and payable at the closing of title or upon execution of lease by landlord and tenant and payment of 1st month's rent.

**Sale Commission: $[Insert Amount]**

**Rental Commission: $[insert Amount]**

AS SELLER. YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE. Nothing herein is intended to prohibit an individual broker from independently establishing a policy regarding the amount of fee, commission or other valuable consideration to be charged in the transaction by the broker.

BROKER offers the following commission to Sub-Agents: $[Insert Amount], and Buyer Agents: $[Insert Amount].

SELLER and BROKER understand that if a purchaser has been obtained by a Buyer-Agent who has an Exclusive Buyer Agency Agreement with that purchaser, in that case, the Buyer-Agent is representing the purchaser and has no relationship, fiduciary or otherwise, with the SELLER or BROKER, regardless of participation in brokerage fees.

BROKER offers the following commission to Transaction Brokers:

SELLER guarantees that if the property is sold and closed he will have sufficient funds to satisfy all liens and encumbrances and pay brokerage commission as set forth in the Agreement.

BROKER shall be entitled to a commission if the property is sold, leased, or exchanged within [Insert Number] months after the end of the term of the listing or any extension thereof to a buyer who was introduced to the property during the term of the listing. However, SELLER shall not be obligated to pay such commission if a valid listing agreement is entered into during the term of said protection period with another licensed real estate broker and the sale, lease, or exchange of property is made during the term of the said protection period.

BROKER shall be entitled to the following commission: $[Insert Amount] if the property is sold no later than [Insert Date] to a tenant obtained by BROKER. If a valid listing agreement is entered into with another licensed real estate broker, the SELLER agrees to advise the broker of the aforementioned arrangement.

SELLER agrees to refer TO BROKER every prospective buyer who directly contacts SELLER during the term of this Agreement.

SELLER represents that he/they are the sole owner of the property and has the legal right to sell, lease, or exchange the property, and has no binding listing agreement with any other broker at the start of the period of this listing. SELLER states that the property information which has been filled in on the profile sheet for this listing is correct to the best of his knowledge, and SELLER will indemnify BROKER against loss resulting from reliance upon such information.

SELLER acknowledges that he has received the Consumer Information Statement on [Insert State] Real Estate Relationships. “I [Insert Name of Licensee] as an authorized representative of [Insert Name of Brokerage Firm] intend, as of this time, to work with you, the SELLER, as a [Insert Limits of Licensee].”

SELLER acknowledges that he has read and received a copy of this Listing Agreement and that he has also read and understands the SELLER's responsibilities under [Insert State] Law Against Discrimination set forth on the reverse side of this Agreement.

BROKER will list the property in the following Multiple Listing Services (MLS):  
[Insert Description of Listings]

whose member participants will act as cooperating agents of BROKER in the sale of the premises.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_L.S.

Listing Office

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SELLER/Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

L.S. Broker/Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ L.S.

SELLER/Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number