



EXCLUSIVE RIGHT TO SELL PROPERTY
LISTING AGREEMENT



IF "EXHIBIT A" IS ATTACHED, IT BECOMES A PART OF THIS ORIGINAL LISTING AGREEMENT

NOTICE: This is a legally binding contract. If there are any terms of this document which you do not understand, consult an attorney before signing.

I/WE _____ Owner/Seller (hereinafter referred to as Seller) of the below-described Property do hereby grant to _____, Broker the sole and exclusive right to sell, trade, convey or exchange the Property upon the terms and conditions set forth below.

Street Address _____

City _____ County _____ State _____ Zip _____

Lot _____ Block _____ Subdivision _____ Addition _____

1. Seller authorizes Broker the sole and exclusive right:

- (a) to disseminate property information through print and/or electronic media.
(b) to place a lockbox on the Property and in so doing release and hold harmless the Broker and all cooperating licensees from all responsibility and liability resulting from any loss, damage, or theft which might occur while the Property is listed.
(c) to publish the Property in the Multiple Listing Service (MLS) and in so doing both Seller and Broker acknowledge that MLS does not review for accuracy this agreement or other such information or data provided by Seller and Broker for MLS publication.

2. Period of Agreement: This agreement shall be effective for a period of time beginning on _____ and ending at midnight on _____ unless the expiration date is extended in writing.

3. Terms/Conditions:

(a) Seller and Broker agree that the Property shall be offered for sale on the following terms and conditions, or on such terms and conditions that Seller and Broker shall subsequently agree to:

- (b) Price \$ _____ Possession Date: _____
(c) Seller agrees to maintain Property and to be responsible for any repair debts incurred as the result of Seller's request of Broker to have such maintenance done or repairs made.

4. Disclosure: Seller hereby authorizes Broker and all cooperating Brokers to disclose to prospective buyers, to the extent required by law, any defects latent or otherwise known to them.

5. Marketing the Property:

- (a) The listing for this Property will be entered by the Broker into ValleyMLS.Com (MLS) system within one (1) business day of marketing the Property to the public.
(b) Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement.
(c) Seller gives Broker the right: To display the property on the Internet: Yes No. If "Yes" to display on the internet:
- to display the property address on the Internet: Yes No
- to allow an automated estimate of the market value of the listing (to include a link to such estimate)* Yes No
- to allow third-parties to write comments or reviews about listed property* Yes No *Such as "Virtual Office Websites" (VOW's)
(d) Seller acknowledges and understands that Broker is required to report the conditions and terms of the sale of this Property to the MLS in accordance with Broker's agreement with that Service.

Seller's initials _____

(e) Marketing via MLS: Seller authorizes the Property to be disseminated via the MLS system. Seller acknowledges that per MLS rules Broker must enter all listings into the MLS system, and the Property will be disseminated to, or viewable by, other MLS participants and subscribers, as well as disseminated by MLS to the public through print and/or electronic media.

(e - 1) ACTIVE Marketing: Seller agrees that Active marketing of the property will begin on or before _____ (Entry Date). Seller does not select the Coming Soon status.

(e - 2) COMING SOON Marketing: Seller authorizes Broker to utilize the "Coming Soon" status in the MLS system while the Property is being prepared for sale. If the Coming Soon option is elected, Seller understands that the Property will be entered into the MLS in accordance with the MLS rules and as stated above in Section 5, "Marketing the Property".

status and is limited to 5 calendar days. **If Coming Soon is selected, the Seller must execute a separate, signed addendum regarding the Broker's use of the Coming Soon status.**

(e -3) OFFICE EXCLUSIVE Marketing: Seller does not authorize the Property to be disseminated via the MLS system. Seller acknowledges that per MLS rules Office Exclusive Listings are not eligible for public marketing as described above. If the Property is publicly marketed, the Seller acknowledges that the Broker must submit the listing to the MLS as an Active listing within one business day of the public marketing. **If Office Exclusive is selected, the Seller must execute a separate, signed addendum regarding the Broker's use of the Office Exclusive status.**

Seller's initials _____

6. COMPENSATION TO LISTING BROKER AND BUYER'S BROKER: The Association of REALTORS® does not fix, control, recommend, or suggest commission fees or rates for services by its members. LISTING BROKER COMPENSATION AND BUYER'S BROKER COMPENSATION ARE NOT SET BY LAW OR GOVERNED BY ANY REALTOR ASSOCIATION AND ARE FULLY NEGOTIABLE.

LISTING BROKER COMPENSATION: Seller agrees to pay Listing Broker, as Agent of Seller, the following compensation:

- A percent equal to _____% of the gross amount of any Sale
- A flat rate fee equal to \$ _____

SELLER-PAID BUYER'S BROKER COMPENSATION: Seller-Paid Buyer's Broker Compensation is an amount Seller may, but is not required to, pay to any broker(s) representing Buyer in this transaction ("Buyer's Broker"). The seller will pay the Buyer's Broker the following compensation to assist in the marketing and sale of the property:

- The seller does NOT agree to pay Buyer's Broker Compensation.
- The Seller agrees to offer and pay compensation to a Buyer's Broker as follows:
 - A percent equal to _____ % of the gross amount of any sale as a **SUB-AGENT.**
 - A percent equal to _____ % of the gross amount of any sale as a **SINGLE AGENT.**
 - A percent equal to _____ % of the gross amount of any sale as a **TRANSACTION BROKER.**
 - A percent equal to _____ % of the gross amount of any sale as a **LIMITED CONSENSUAL DUAL AGENT.**
 - A flat rate fee equal to \$ _____ Buyer's Broker Compensation is payable upon final closing of a Sale as a **SUB-AGENT.**
 - A flat rate fee equal to \$ _____ Buyer's Broker Compensation is payable upon final closing of a Sale as a **SINGLE AGENT.**
 - A flat rate fee equal to \$ _____ Buyer's Broker Compensation is payable upon final closing of a Sale as a **TRANSACTION BROKER.**
 - A flat rate fee equal to \$ _____ Buyer's Broker Compensation is payable upon final closing of a Sale as a **LIMITED CONSENSUAL DUAL AGENT.**

Buyer's Broker Compensation is payable upon final closing of a Sale. Offers of compensation to Buyer's Brokers cannot be communicated via the Multiple Listing Service. The Seller acknowledges the Listing Broker may only communicate the amount and payment structure of the Buyer's Broker Compensation through methods and media that do not include the MLS.

The term "Sale" shall be deemed to include any exchange or trade to which Seller consents. In the event of an exchange or trade of this Property, Seller gives permission for Listing Broker to work with all parties and to receive compensation from each of them.

If during the existence of this Agreement, or any extensions thereof, a Sale of the Property is consummated or if the Listing Broker produces a Buyer ready, willing and able to purchase the Property upon the terms herein or at any price or terms acceptable to Seller or if within _____ days after the expiration/termination of this Agreement, or any extensions thereof, a sale is made to any person who was shown the Property, or to whom it was presented for sale by anyone, including Seller, Seller agrees to pay Listing Broker the compensation set forth in paragraph 3 above, provided Listing Broker delivers to Seller, in writing, the names of anyone to whom Listing Broker has shown or presented the Property. However, no compensation shall be due Listing Broker if, after this listing expires, the Property is listed with another licensed real estate broker of this state and sold through their exclusive right to sell

7. Agency Disclosure: The Alabama Real Estate Commission requires the licensee to sign, date, and provide you with a copy (original to remain with Broker) of the Real Estate Brokerage Services Disclosure. Seller acknowledges that he has received such disclosure, has been informed of the licensee's company policy on agency, and chooses to use the services of the Broker as an Agent, A Limited Consensual Dual Agent, A Transaction Broker. Seller agrees that Broker may cooperate and share the brokerage fee with Sub-agents, Buyer Brokers, Transaction Brokers,.

Seller's initials _____

8. **Lead Based Paint Disclosure for pre-1978 construction:** Federal EPA-HUD Lead Based Paint Regulations stipulate that the listing licensee has the responsibility to advise the Seller of his obligation to make the required lead-based paint disclosures, and to ensure that the Seller satisfies his obligation. Seller acknowledges that the lead based paint disclosure has been delivered to, and signed by Seller to be attached to the sales contract.

Seller's initials _____

9. **Systems, Equipment, and Appurtenances:** The following items are included in this sale, if present: all heating and cooling equipment, water heaters, door bells, mantels, light fixtures and bulbs and ceiling fans, including fan remote controls; storm doors, garage door openers and remote controls, range, oven, installed dishwasher, permanently installed refrigerator, and all other built-in kitchen appliances; framed bathroom mirrors and permanently attached plate glass mirrors; all bathroom fixtures; blinds, window treatments and hardware; all wall-to-wall carpet; all gas logs, fireplace doors and attached screens; all security system components and controls; permanently installed hot tub, above ground and in ground swimming pool and its equipment; permanently installed outdoor water features, awnings, permanently installed outdoor cooking grills; seller owned propane tanks; all landscaping and all outdoor lighting, both wired and solar; mail boxes; attached basketball goals and backboards; TV wall mounts, TV antennae and seller owned satellite dishes (excluding components); central vacuum systems and attachments. There shall be no substitutions or replacements of any of the above without the express written agreement of the parties. Items which do not belong to the seller, such as leased security systems, satellite system, water softener systems, fuel tank, etc., do not convey and are not a part of this contract.

10. **Earnest Money:** Seller acknowledges that earnest money will be held in Trust in accordance with the terms of the contract. If such deposit is forfeited by the prospective purchaser, any costs incurred by the Broker in disbursing the earnest money shall be paid from the earnest money deposit. The Seller shall retain as liquidated damages one half of the remainder of the earnest money. The remaining one half of net deposit, not to exceed the total amount of the commission which would have been due the Broker, shall be paid to Broker as compensation. In the event both Purchaser and Seller claim the earnest money, the Broker holding the earnest money may interplead the disputed portion of the earnest money into court deducting therefrom the costs of such interpleading.

11. **Alternative Dispute Resolution Agreement By Binding Arbitration:** In connection with the sale of the above described property, Seller and Broker mutually covenant, stipulate and agree in connection with the resolution of any dispute or controversy arising out of or relating to this agreement or concerning the within described property, or the breach, termination, or validity thereof, as follows: That the transaction contemplated in this agreement directly involves interstate commerce, and said transaction has been and will continue to be regulated by the laws of the United States of America; and, that the contract(s) entered into by the parties concerning this property evidence transactions involving and affecting commerce. The undersigned agrees that all disputes not barred by applicable statutes of limitations or otherwise barred by law, resulting from or arising out of this listing agreement or the sale contemplated; that Seller and Broker agree to submit such dispute(s) to BINDING ARBITRATION, pursuant to the provisions of 9 U.S.C. Section 1, et seq and according to the Commercial Rules of the American Arbitration Association then existing in the County where the property being sold is located. The prepaid arbitration filing fees and all other prepaid costs of the arbitration proceeding shall be paid by the party seeking to invoke arbitration, with the assignment of those costs to be divided between the parties as the arbitrator sees fit in setting the Arbitration Award. It is hereby agreed that it is the intent of the parties that the Arbitrator's Award is to be final and binding and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof. **THIS ARBITRATION SHALL BE IN FULL LIEU OF ANY CIVIL LITIGATION IN ANY COURT, AND IN LIEU OF ANY TRIAL BY JURY.**

12. **Seller's Warranty:** Seller specifically represents and warrants that Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement and acknowledges that all information herein provided by Seller is accurate and complete to the best of Seller's knowledge. **Seller agrees to defend, indemnify and hold harmless the Broker, and all licensees, from any losses, damages, claims, suits of law (including court costs and attorney's fees) or other cost or expenses relating to or resulting from any actual or alleged inaccuracy or incompleteness of the Property information contained herein or of any other information provided by or advertised by the Seller.**

Seller's initials _____

PHOTOGRAPHIC SERVICES:

- (a) **Authorization:** Seller hereby authorizes Broker to have interior and exterior photographs of the Property taken (the "Photographic Services") and have such photographs (the "Photographs") digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including and without limitation, any Marketing as referenced in Section 5 of this Agreement, as well as any other use, media or means to aid in the sale or rental of Seller's Property. Seller also hereby acknowledges that potential buyers who view the Property may take photographs or videos ("Buyer Photographs") of the Property for their personal use and hereby releases any liability associated with such use.
- (b) **Waiver of Liability:** Seller hereby waives, acquits and forever releases, and agrees to defend and hold harmless, Broker, its officer(s), director(s), employee(s), broker(s), agent(s), and representative(s) from any responsibility or liability whatsoever concerning any Photograph, Photographic Services or Buyer Photographs relating to the Property, or the use, distribution, or display of any Photographs, Photographic Services or Buyer Photographs in any form, medium or manner whether such was taken or created by a representative of the Buyer or by a potential buyer.
- (c) Seller may provide content such as photos or videos of the Property ("Seller Content") to the Broker. Seller grants to Broker a non-exclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform and create derivative works of the Seller Content. Seller warrants it has the authority to provide this license, and that Seller Content does not violate any third-party intellectual property rights or laws. Seller agrees to execute any further documents that are necessary to affect this license.

Seller's initials _____

ADDITIONAL PROVISIONS:

IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL ESTATE BECAUSE OF RACE, AGE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, FAMILIAL STATUS, SEXUAL ORIENTATION HANDICAP OR GENDER IDENTITY.

This agreement is intended to be the legal and binding agreement of all parties. Executed on _____ (date).

Seller

Email

Phone(s):

Seller

Email

Phone(s):

Seller's Mailing Address (if different from property address): _____

➔ Seller acknowledges receipt of a signed copy of this agreement

Seller's initials _____

Listing Agency

Licensee

¹ Virtual Office Websites or (VOW's) is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship.