



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

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 _____

Legal Description: _____

Lot _____ Block _____ Subdivision _____ Addition _____

1. Seller authorizes and grants 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. Seller and Broker agree to hold harmless and indemnify the Huntsville Area Association of REALTORS® and the MLS against any and all damages, costs, or expenses, including attorney's fees, which may arise from the publication of any inaccurate property information provided by Seller and/or Broker.

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:

Price \$ _____ **Possession Date:** _____.

(b) 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. It is the Seller(s) responsibility to have the utilities turned on if they have been turned off and to maintain utilities through the date of closing. Seller agrees to keep in force sufficient hazard insurance until the transaction is closed.

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. Seller acknowledges that licensees do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of their licenses.

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. Public Marketing includes but is not limited to flyers displayed in windows and yard signs, digital marketing on public-facing websites, brokerage website displays, digital communications marketing (e.g., email blasts), multi-brokerage listing sharing networks, and mobile applications available to the general public, including social media.

(b) Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller gives Broker the sole and exclusive right to place a "For Sale" or other appropriate signs on the Property once the property is ready to market. Seller also agrees to (i) promptly refer all inquiries regarding the Property to the Broker, (ii) furnish Broker with keys to the Property, (iii) make the Property available for showing to prospective buyers during reasonable hours.

(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)ⁱ

(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 the Multiple Listing Service ("MLS"). Seller hereby acknowledges the reporting of such sale conditions and terms.

➔ **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”. A Coming Soon property may be publicly marketed once entered in the MLS but will not be distributed to third-party sites until made Active, in accordance with MLS’s Coming Soon policy.

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

(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** 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.

7. **LISTING BROKER COMPENSATION:** Seller agrees to pay Listing Broker, as Agent of Seller, the following compensation not to exceed:

- A percent equal to _____ % of the gross amount of any Sale for listed property
- A flat rate fee equal to \$ _____ of the gross amount of any Sale for listed property
- Other:

8. **COMPENSATION TO BUYER’S BROKER (Optional):** 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.

- The Seller does NOT agree to pay Buyer’s Broker Compensation.
- The Seller will consider paying Buyer’s Broker Compensation based on the terms and price of an accepted offer.
- The Seller has instructed Listing Broker for the Seller to pay the Buyer Broker compensation as follows:

➔ Seller’s initials: _____

Seller acknowledges that making offers based on a protected class is a violation of state and federal laws, including the Fair Housing Act, and that this Agreement is subject to a Non-Discrimination Clause.

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.

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 6 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.

9. **Optional Seller Concession:** Seller concessions are payments that a seller agrees to contribute toward buyer expenses. Costs that concessions may be applied to include, but are not limited to, costs of title, lender fees, repairs, inspections, surveys, closing attorney fees, and buyer broker compensation. Depending on MLS rules, a seller concession offer may be permitted in the MLS listing but must first be authorized in writing by Seller. Seller may not specify which expense(s) the buyer is permitted to apply concession funds toward.

Seller does not authorize OR authorizes a Seller Concession offer. If applicable and known, list Concession amount or rate:

➔ Seller’s initials _____

10. **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's initials _____

11. **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 _____

12. **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.

13. **Earnest Money:** Seller acknowledges that any earnest money provided in connection with a Purchase Agreement will be held in trust according to the terms of the Purchase Agreement. If such Purchase Agreement is accepted and signed by all parties but does not close, a mutual release signed by all parties to the Purchase Agreement will be required to disburse the earnest money. If a dispute over earnest money arises and an Alabama real estate licensee holds the funds, the licensee may (1) retain the funds until there is a written mutual release from all parties; (2) interplead the disputed funds into the appropriate court (in which case the licensee is entitled to deduct court costs, attorney fees, and similar expenses related to the interpleader from the earnest money); or (3) disburse the funds according to the non-appealable order of a court of competent jurisdiction. (See Alabama Real Estate License Law Rule: 790-X-3-.03.)

14. **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.**

15. **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, DISABILITY OR GENDER IDENTITY.

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

Seller

Seller

Email

Email

Phone(s):

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.