



EXCLUSIVE PROPERTY LISTING AGREEMENT



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

The property is described as follows: Street Address _____
City _____ County _____ State _____
Zip Code _____ Legal Description _____

(Deeded/Leasehold/Personal)

The attached property information sheet is incorporated into and made a part of this Agreement .

The property _____ will _____ will not be published in the Baldwin County Association of REAL TORS Multiple Listing Service (MLS) system if the property listing is filed with the MLS. Seller and Broker acknowledge that the MLS is not obligated to, cannot reasonably and does not review this Agreement, the property information sheet, or other such information or data provided by the Seller and Broker for MLS publication for accuracy or completeness

It is illegal to Discriminate in the sale or lease of real estate because of race, color, religion, sex, handicap, familial status or national origin.

1. **Period of Agreement.** This Agreement shall be effective for a period of time beginning on _____, 20____, and ending on _____, 20____, at 12:00 midnight, unless the expiration date is extended in writing
2. **Terms/Conditions on which the property is offered for Sale.**
 - a. Price \$ _____ This property may be sold on the following terms. (check applicable item) _____ VA, _____ FHA, _____ Conventional, _____ Equity, _____ Cash, _____ Vendor's Lien with terms of _____
_____. If sold on either VA or FHA loan, the payment of mortgage discount points is negotiable between Seller and Buyer. Mortgage discount has been explained to Seller by the listing agent.
 - b. Seller agrees to maintain and keep in force sufficient hazard insurance until the property is sold and closed.
3. **Disclosure.** Seller hereby specifically authorizes Broker and Subagents to disclose to prospective buyers, to the extent required by law, any defects latent or otherwise known to them. The Seller acknowledges the agent does not have the responsibility to discover latent defects in the property or to advise on matters outside the scope of his/her license
4. **Marketing the Property.**
 - a. Broker agrees to use reasonable efforts in marketing the property In accordance with the terms of this Agreement Seller gives Broker the exclusive right to place a "For Sale" or other appropriate sign on the property Seller also agrees to (1) refer all Inquiries regarding the property to Broker promptly; (2) furnish Broker with keys to the property; (3) allow the use of Seller's name and property information when necessary or desirable in marketing the property; (4) make the property available for showing during reasonable hours to prospective buyers.
 - b. All improvements and appurtenances are included in the purchase price, including if now in or on the property, the following: Satellite Receiver Dish/TV antennae and complete rotor equipment; lighting fixtures and their shades; drapery/curtain hardware & rods; window shades and blinds; window & door shutters & screens; stationary laundry tubs; water heater; heating and air conditioning equipment; water pump and pressure tank; built-in kitchen appliances including garbage disposal; awnings; mail box; smoke detector; flag pole and all plantings. The purchase price does not include _____
 - c. Seller _____ does _____ does not (Sellers initials _____) give permission for a lock-box to be placed on the property. If a lock-box is to be used, Seller hereby releases and holds harmless the MLS and all Brokers and agents from all responsibility beyond their control including loss, damage and theft.
5. **Commission to Broker. The Baldwin County Association of REALTORS does not fix, control, recommend, suggest or maintain commission rates or fees for service by its members, or the percentage division of commission or fees between cooperating members and /or non-members. Any commission payable herein is in all cases negotiable between the owner and Broker.** In this Agreement Seller agrees to pay Broker, as agent of the Seller, a commission as follows:
 - a. Seller agrees to pay a cash commission of _____ of the gross amount of any sale, agreement to sell, or exchange, which may be negotiated during the existence of this contract. The term "sale" shall be deemed to include any exchange or trade to which Seller consents
 - b. If during the existence of this contract the property is sold by Broker, Seller, or anyone else, or if Broker produces a buyer ready, willing and able to purchase the property; or if within _____ days after the expiration of this contract, a sale is made to any person who was shown the property; or to whom it was presented for sale, Seller agrees to pay Broker a commission as stipulated In paragraph 5a above unless such sale is made through a licensed real estate Broker of this State provided Broker makes known to Seller, in writing, the names of anyone to whom Broker has shown or presented the property.
 - c. In any trade or exchange of the property, Seller gives permission for Broker to represent all parties and to receive commission from each of them.
6. **Attorney Fees, Cost of Litigation.** If a suit is brought to collect the compensation herein, or If Broker successfully defends any action brought against Broker by Seller relating to this Agreement or under any sale agreement relating to the property, and Broker prevails. Seller agrees to pay all costs incurred by Broker in connection with such action including reasonable attorney's fees.
7. **Agency.**
 - a. Seller acknowledges that the risk of subagency has been explained to him/her and Seller _____ does _____ does not (Seller's initials _____) authorize Broker to engage subagents to assist in marketing the property.
 - b. Seller acknowledges that Buyer Agency has been explained to him/her.
 - c. In the event Broker engages the services of subagents, or agrees to cooperate with Buyer's Agents, or other Brokers not acting as subagents for Seller, Seller will pay to Broker the commission stated in paragraph 5 above and herewith allows Broker to share Broker's commission with cooperating Brokers.
8. **Earnest Money.** Seller authorizes Broker to accept and hold earnest money. In the event of forfeiture of any earnest money deposits by prospective purchasers of said property during the existence of this Agreement, or any extensions thereof, such deposit shall first be applied toward payment of expenses incurred by the Broker in connection with the consummation of the transaction; Broker shall furnish the Seller with an itemized statement of these expenses and the remainder of such funds, if any, shall be equally divided between Seller and Broker with Broker's share not to exceed commission as stated in paragraph 5 above. In the event both Buyer and Seller cannot agree on the disposition of the earnest money, the Broker holding the earnest money may interplead the disputed portion of the earnest money into court
9. **No Other Agreements.** Seller and Broker acknowledge that there are no other agreements, promises or understanding either expressed or implied between them other than as specifically set forth herein. Seller warrants that there are no prior agreements on this property, listing, sale or otherwise, that have not been terminated.
10. **Seller's Warranty of Authority, Accuracy and Completeness of Information.** Seller specifically represents and warrants that Seller has complete authority to sell property and convey title. Seller has personally reviewed this Agreement and the attached property information sheet and any other exhibits and acknowledges that all information in this Agreement, the Seller Information sheet, and exhibits relating to the description and physical condition of the property were provided by Sellers and are accurate and complete to the best of Sellers knowledge.
Seller agrees to Defend, Indemnity and Hold Harmless the Broker and Broker's agents and any subagents against and 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 any other information provided by Seller.
This Agreement, including the attached property information sheet, is intended to be the legal and landing contract of all parties. If it is not fully understood, Seller should seek professional legal advice. This Agreement may not be modified or amended except by a writing, which writing must be signed by both Seller and Broker of the listing agency.

LISTING AGENT	SELLER	DATE
_____ Seller's Initials	_____	_____
	SELLER	DATE

Seller acknowledges receipt of a copy of this Listing Agreement

Seller's Mailing Address _____

Home Phone _____ Business Phone _____