

**EXCLUSIVE AGENCY LISTING AGREEMENT**

**1. EXCLUSIVE AGENCY AGREEMENT.**

I/We, \_\_\_\_\_, (Hereinafter referred to as "Seller") hereby appoint William Johnson, Broker Realty Solution as the Listing Broker ("Hereinafter referred to as "Broker") as exclusive agent for the purposes and under the terms specified herein, and parties agree: to engage the best efforts of Broker to accomplish the sale of the real property situated at

address: \_\_\_\_\_

in the City of \_\_\_\_\_,

County of \_\_\_\_\_, State of \_\_\_\_\_,

Postal Zip Code of \_\_\_\_\_

For a term of 180 days from this date, unless Seller(s)/Owner(s) elect to cancel prior to the end of the listing term.

**2. TERMS OF SALE.**

The listing price shall be \$ \_\_\_\_\_

Terms: Minimum amount of earnest money deposit U.S. \$ \_\_\_\_\_ in the form of (circle one) check/cashiers check.

The following items of personal property (property not attached to the real estate) are to convey with the property:

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The following items of personal property are not to convey with the property:

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**3. Effect of this Listing Agreement:** This Listing Agreement shall not apply to a Sale of the Property to a purchaser procured solely by the Seller without the assistance of the Broker or any other person (Seller may hire Broker to conduct all Sale negotiations for 1%, if not, Seller may conduct all Sale negotiations, other than a Seller Sale, for the Sale of the Property only through Broker. Seller authorizes Broker to disclose any facts about the Property. Except for a Seller Sale, Seller agrees that any Buyers Broker/agent compensation which is conditioned upon the Sale of the Property shall be earned by Buyers Broker/Agent as set forth herein without any discount or allowance for any efforts made by Seller or by a representative of Seller in connection with such Sale of the Property.

**4. AREA.**

Listing Broker shall list the Property in the local and appropriate Multiple Listing Service ("MLS").

Seller's initials: \_\_\_\_\_ Seller's initials: \_\_\_\_\_ Date: \_\_\_\_\_

**5. MLS LISTING MULTIPLE LISTING SERVICE (MLS).**

Information about this listing will be provided to the multiple listing service ("MLS") and the property sale, price, terms, and financing will be provided to the MLS for publication, dissemination, and use by persons and entities approved by the MLS. Seller authorizes Listing Broker to comply with all applicable MLS rules. Seller and Broker will comply with all applicable MLS rules and regulations. Seller/Owner is required to update the broker within 24 hours of any changes in regard to availability, acceptance of offer, close of sale, etc. Broker reserves the right to withdraw said listing from the MLS if seller/owner refuses to comply with MLS rules and regulations. Seller is responsible for accuracy for all information and or fines accessed by MLS for such information. Seller's phone number will appear in the agent/showing remarks section of the MLS to contact for showing or information. Seller agrees that there are no refunds once the property is listed in the MLS.

**6. TITLE INSURANCE.**

Seller warrants that Seller and no other persons have title to the Property except as follows:

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**7. COMPENSATION TO BROKER.**

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN SELLER AND BROKER, UNTIL THE PROPERTY IS LISTED IN THE MLS. SELLER AGREES TO PAY A BUYERS AGENT A SPECIFIC COMMISSION PERCENTAGE.

Seller hereby agrees to compensate the Buyer's Broker (Broker/Agent who sells the property), irrespective of agency relationship(s) as follows:

- (a) \_\_\_\_\_ percent of the selling price or \$\_\_\_\_\_ payable at closing, if Buyer's Broker produces a buyer who purchases the property at a price and on terms accepted by Seller during the Listing Period or extension.
- (b) This is an Exclusive Agency listing. Seller reserves the right to sell the property to a purchaser directly or through another Broker, without any obligation for commission to Listing Broker. Listing Broker has been paid a flat fee to list the property in the MLS>
- (c) Seller authorizes Listing Broker to cooperate with other brokers.
- (d) Seller agrees to notify Listing Broker in writing within 24 hours of my acceptance of any offer to purchase, close of escrow, lease or exchange including identity of all parties, price and terms. A \$400 penalty may apply if seller does not so notify Broker in order for Listing Broker to comply with applicable MLS rules.
- (e) Seller agrees not to directly contact buyers that have been shown Seller's home by Selling/Buyer's Broker for the purpose of evading payment of a lawful commission to Selling/Buyer's Broker.

**8. EQUAL HOUSING OPPORTUNITY.**

This property is offered in compliance with federal, state, and local anti-discrimination laws.

**9. AGENCY RELATIONSHIPS.**

A. If the Property includes residential property with one-to-four dwelling units, Seller shall receive a "Disclosure Regarding Agency Relationships" form prior to entering into this Agreement.

B. The relationship between Seller(s)/Owner(s) and Listing Broker implied in this contract, is limited to this "Open Listing" only, for the purpose of a relationship and the local MLS provider as required.

Seller's initials: \_\_\_\_\_ Seller's initials: \_\_\_\_\_ Date: \_\_\_\_\_

C. Any relationship between Seller(s)/Owner(s) and Listing Broker either passive or implied, in this contract or transaction herein, expires upon acceptance of an offer, sale, transfer or cancellation of said property.

**10. CANCELLATION.**

This listing may be canceled at any time by Seller(s)/Owner(s) upon giving Listing Broker Written Notice, Broker's Listing Fee is not refundable if this agreement is terminated by the seller. Listing Broker may terminate this listing agreement at any time upon 3 days advance written notice given to Seller(s)/Owner(s) and if Listing Broker elects to terminate this agreement then Listing Broker shall refund to Seller the Broker's Listing fee paid by seller hereunder concurrently upon such termination of this listing.

**11. LISTING BROKER'S DUTIES.**

Listing Broker agrees to exercise reasonable effort to achieve the purposes of this Agreement and is authorized but not required to advertise and market the Property in any medium selected by Listing Broker. Listing Broker agrees to list Property in the appropriate MLS.

**12. LISTING BROKER'S FEE.**

Seller(s)/Owner(s) have paid Listing Broker a Professional Service fee for placing Sellers initial property information in the MLS. Listing Broker's Fee is fully earned and non-refundable once Seller(s)/Owner(s) property information has been submitted to the MLS. There are no other fees charged to terminate or withdraw the listing. Seller(s)/Owner(s) may append or change information contained in the listing a maximum of two times with no charge. If more than three changes are requested to the listing, a charge of \$30.00 may be payable by Seller(s)/Owner(s) to Listing Broker (this charge does not apply to a change in status to Pending or Sold). All changes must be requested in writing and signed by seller and delivered to Listing Broker. (Email is the preferred method of communications).

**13. FAILURE TO PAY.**

Seller(s)/Owner(s) hereby consent to the Immediate Withdraw or Termination of Seller(s)/Owner(s) MLS Listing in the event that the payment is not completed for any additional services requested or agreed to by Seller. No Further demand for payment shall be required prior to such termination of Seller(s)/Owner(s) MLS Listing. Seller(s)/Owner(s) also expressly agree that such withdraw or termination shall not relieve Seller(s)/Owner(s) Obligation to pay for the services already rendered by Listing Broker. Seller(s)/Owner(s) understand and agree that the Listing Broker may file a Mechanics or Small Claims Lien for the unpaid fees as well as expenses, attorney's fees and any of cost incurred in the collection of the unpaid fees up to and including treble damages.

**14. INQUIRIES.**

Listing Broker shall direct all inquiries regarding service under this agreement directly to Seller(s)/Owner(s).

**15. WARRANTYS.**

Seller(s)/Owner(s) warrant that Seller(s)/Owner(s) is/are the Owner of the Property or has the authority to execute this contract

Seller's initials: \_\_\_\_\_ Seller's initials: \_\_\_\_\_ Date: \_\_\_\_\_

**16. RELEASE.**

Seller/Owner(s) hereby indemnities, releases and holds harmless without recourse, Listing Broker, it agents, employees and owners for all legal torts and legal actions, claims, liability, loss, damage, cost, expense, including attorney's fee, awards, fines or judgments or any other loss regardless whether such acts are either active or passive in reference to the above property.

**17. DISCLOSURES.**

Seller(s)/Owner(s) acknowledges that it is the Seller(s)/Owner(s) obligation to timely prepare and deliver to the buyer or prospective buyers certain disclosure forms as required by law, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), a Natural Hazards Disclosure Statement ("NHD") and others Disclosure depending on the age, and location of the Property. Seller(s)/Owner(s) understands and agrees that Listing Broker shall have no involvement or responsibility for the preparation of these disclosure forms and that any fees and cost of the disclosures(s) are the responsibility of the Seller(s)/Owner(s).

**18. KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations'/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller request and will pay for a lockbox (or if checked  does not) authorize Broker to install keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox.

**19. SIGN:** Seller understands and agrees that MLS rules require that if a sign Is placed in the yard it must be the Broker's sign. Seller request that Broker ship Broker's sign and bill only the shipping cost, normally around \$17.00.

**20. Photos:** Five photos are included with the listing. Additional photos or changes to photos cost \$20.00 each or five for \$75.00.

**21. Maintenance of the Property.** The seller agrees that the Broker shall not be responsible for maintenance of the property nor shall the Broker be liable for damages of any kind occurring to the Property.

**24. Indemnification of the Broker.** If Broker is not a fault and if a third part asserts a claim against the Broker arising our of any act pursuant to this Listing Agreement, Seller agrees to indemnify and forever defend Broker, paying all costs, including reasonable attorney fees, and to hold broker harmless on account of any and all losses, judgments and damages, In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by Broker to enforce this indemnity.

**25. Nondiscrimination.** The undersigned Seller and Broker acknowledge, by their respective signatures hereon, that the law prohibits discrimination for or against any person because of race, creed, color, sex, national origin, marital status, or physical handicap.

Seller's initials: \_\_\_\_\_ Seller's initials: \_\_\_\_\_ Date: \_\_\_\_\_

26. **Attorney Fees.** In case of litigation or arbitration between Seller and Broker pursuant to this Listing Agreement, the parties agree that reasonable attorney fees shall be awarded to the prevailing party.

27. **Entire Agreement.** This Listing Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated in this Listing agreement.

28. **Accessibility.** Seller shall maintain a valid telephone number so that agents and buyers can communicate with Seller; provide written notice to REALTY SOLUTION, (WILLIAM JOHNSON, BROKER/OWNER) of all changes in telephone number.

29. **Changes to MLS.** To protect the seller, REALTY SOLUTION, (WILLIAM JOHNSON, BROKER/OWNER) requests that Seller make all requests for changes to the MLS listing information in writing. EMAIL is the preferred method.

30. **External Websites.** Seller acknowledges that REALTY SOLUTION, (WILLIAM JOHNSON, BROKER/OWNER) has no control of the content, quality, or display of external websites, including those of real estate brokerages. Each website maintains its own standards regarding how much information to display about homes (e.g. phone numbers, address, pictures) or the frequency with which websites update their display. The data supplied to these websites (including Realty Solution, (William Johnson, Broker/Owner) .com) comes from the database of the Multiple Listing Service (MLS), of which REALTY SOLUTION, (WILLIAM JOHNSON, BROKER/OWNER) is a member.

31. **Wood Infestation Report:** Seller agrees to furnish a written official Alabama Wood Infestation Report, issued by a licensed pest control company, stating that accessible areas of the property were property inspected and showed no evidence of any active or previous signs of subterranean or dry wood termites, powder post or wood boring beetles or wood decaying fungus. The current termite contract, if any, is to be transferred to Buyer, if transferable.

Accepted Seller \_\_\_\_\_ Seller \_\_\_\_\_

Name Printed: \_\_\_\_\_ Name Printed \_\_\_\_\_

Date: \_\_\_\_\_ Date \_\_\_\_\_

Broker: 

Date: Same as above