

LISTING AGREEMENT TEMPLATE

Property Location: _____

Effective Date: _____

PARTIES:

Seller Name: _____

Seller Address: _____

Seller Phone/Email: _____

BROKER:

Broker Name: _____

Broker Address: _____

Broker Phone/Email: _____

PROPERTY DESCRIPTION:

Type of Property: _____

Address or Legal Description: _____

Parcel Number / Tax ID: _____

LISTING TERMS:

Listing Price: _____ USD

Listing Period (Start and End Dates): _____

Brokerage Commission: _____

Payment Terms: _____

Section 1 – Exclusive Right to Sell

Seller grants Broker the exclusive right to sell the Property described above for the Listing Period. Broker shall use reasonable efforts to procure a buyer ready, willing, and able to purchase the Property on terms acceptable to Seller.

Section 2 – Broker's Duties

Broker shall list the Property in appropriate multiple listing services and advertise the Property as Broker deems appropriate. Broker will cooperate with other brokers and agents to facilitate the sale.

Section 3 – Seller's Representations and Warranties

Seller represents that Seller is the sole owner of the Property with full authority to sell, and that there are no known encumbrances, liens, or restrictions not disclosed to Broker. Seller agrees to provide accurate information about the Property.

Section 4 – Commission

Seller agrees to pay Broker a commission as stated above if the Property is sold during the Listing Period or within any agreed extension period, whether sold by Broker, Seller, or any other party.

Section 5 – Term and Termination

This Agreement shall commence on the Effective Date and continue until the expiration of the Listing Period unless

terminated earlier as provided herein. Termination shall be in writing.

Section 6 – Seller's Obligations

Seller agrees to cooperate with Broker, provide access to the Property for showings, and promptly notify Broker of any offers or inquiries.

Section 7 – Offers and Negotiations

Broker shall present all offers to Seller promptly. Seller has sole discretion to accept, reject, or counter any offers.

Section 8 – Dual Agency and Disclosure

Broker may represent both Seller and Buyer with Seller's informed consent. Broker shall disclose all known material facts affecting the Property.

Section 9 – Disclosure of Material Facts

Seller shall disclose all known material defects or conditions affecting the Property that could affect value or desirability.

Section 10 – Compliance with Law

Both parties agree to comply with all applicable federal, state, and local laws, including fair housing and anti-discrimination statutes.

Section 11 – Indemnification

Seller agrees to indemnify and hold Broker harmless from any claims, damages, or losses related to Seller's breach of this Agreement or misrepresentations.

Section 12 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered in person, by certified mail, or by electronic transmission with confirmation.

Section 13 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____. Any disputes shall be resolved in the courts located in _____ County, _____.

Section 14 – Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

Section 15 – Severability

If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

Section 16 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original.

Section 17 – Confidentiality

The parties agree to keep the terms and conditions of this Agreement confidential, except as required by law or agreed in writing.

Section 18 – Agency Disclosure

Broker has provided Seller with all required disclosures regarding agency relationships as per state law.

Section 19 – No Warranty

Broker makes no warranties or representations except as expressly set forth in this Agreement.

Section 20 – Signatures

By signing below, the parties agree to the terms of this Listing Agreement.

SELLER'S SIGNATURE

BROKER'S SIGNATURE

Signature: _____

Signature: _____

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