



**EXCLUSIVE RIGHT TO SELL PROPERTY LISTING AGREEMENT**  
**EXHIBIT A IS ATTACHED AND BECOMES A PART OF THIS ORIGINAL LISTING AGREEMENT**



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:**

- (a) to disseminate property information through print and/or electronic media
- (b) to place a keybox on the Property and in so doing releases and holds 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 Marshall County Board of REALTORS® and the MLS against any and all damages, costs, or expenses, including attorney's fees, which may arise from 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:** 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.

- (a) **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.
- (c) Seller agrees to keep in force sufficient hazard insurance until the loan 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) 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. 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. (b) Seller authorizes Broker to report the conditions and terms of the sale of this Property to the MLS in accordance with Broker's agreement with that Service.

**6. Brokerage Fee:** The brokerage fee payable to the Broker in this Agreement is not set by the Marshall County Board of REALTORS® but in all cases is set by the Broker and Seller. Seller agrees to pay Broker the brokerage fee of \_\_\_\_\_ for the finding of a purchaser ready, willing, and able to purchase the Property at the price and terms set forth in this Agreement or at any price upon terms acceptable to Seller. The brokerage fee shall be due whether Purchaser is secured by Broker or Seller, or any other person, or, if the Property is sold within \_\_\_\_\_ days from the termination of this Agreement or extensions thereof, to any person to whom the Property has been shown by anyone, including the Seller, during the listing period. However, no brokerage fee shall be due Broker if after this listing has expired the Property is relisted with another licensed real estate broker and sold through his exclusive right of sale.

**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. **Earnest Money:** Seller authorizes Broker to accept and hold all earnest money. 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.
10. **Attorney Fees: Costs of Litigation:** If suit is brought to collect the compensation provided herein, or if Broker successfully defends any action brought against Broker by Seller relating to this Agreement or under any sales 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.
11. **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 Seller.**

Seller's initials

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

This agreement is intended to be the legal and binding agreement of all parties.

\_\_\_\_\_ Seller Date  
Listing Agency

By: \_\_\_\_\_ Seller Date

Seller acknowledges receipt of a signed copy of this agreement. Seller's initials

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

Home phone: \_\_\_\_\_ Business \_\_\_\_\_ Fax: \_\_\_\_\_

Broker agrees to pay one the following fees: Sub-agent \_\_\_\_\_ or Buyer Broker \_\_\_\_\_ or Transaction Broker \_\_\_\_\_

**THE USE OF THIS FORM BY ANYONE OTHER THAN A REALTOR<sup>®</sup> MEMBER  
OF THE MARSHALL COUNTY BOARD OF REALTORS<sup>®</sup> IS STRICTLY PROHIBITED.**