

Exclusive Right to Sell Listing Agreement

The undersigned Owner(s) _____ hereby irrevocably GRANTS the undersigned Broker the EXCLUSIVE AUTHORIZATION and RIGHT, for a period commencing _____ date and terminating at midnight of _____, _____, to sell the real property described as _____
in or near the City of _____, County of _____, State of Alabama.

TERMS OF SALE

The asking price shall be: \$ _____ (_____) DOLLARS or at such price and terms as shall be acceptable to Owner.

Owner agrees to transfer the following personal property included in the above price by a Bill of Sale in favor of Buyer at closing:

NOTICE: The amount or rate of real estate commissions is not fixed by law nor by the Montgomery Area Association of REALTORS® or the Multiple Listing Service, Inc. Commissions are set by each Broker individually and may be negotiable between the Seller and Broker.

COMPENSATION TO BROKER

Owner agrees to pay Broker as compensation for services rendered a fee of _____ Percent (%) of the selling price, or \$ _____.
IF:

1. Broker procures a Buyer during the term hereof on the terms specified herein or on any other terms acceptable to Owner.
2. The property is sold, exchanged, or otherwise transferred during the term hereof, by Owner, or through any other source.
3. The property is withdrawn from sale, and transferred, conveyed, leased without the consent of Broker, or made unmarketable by Owner's voluntary act during the term hereof or any extension thereof.
4. A sale, exchange, or other transfer of the property is made by Owner within _____ days after the termination of this agreement or any extension thereof, to persons to whom Broker, or any cooperating Broker, or Owner introduced, offered, or submitted said property for sale during the term hereof. However, this provision shall not apply if: during the term of said protection period,
(i) a valid Exclusive Listing Agreement is entered into with another licensed real estate Broker on the above named property and
(ii) the Owner does not sell said property without the services of or exclusive of said new broker.

AGENCY

Broker is authorized to cooperate with other Brokers in the marketing and sale or exchange of the property and may divide the above compensation with such other Brokers in any manner acceptable to them. In the event of an exchange, Broker is hereby authorized to represent all parties and collect compensation from them, provided there is full disclosure to all principals. Owner authorizes Broker to appoint subagents to assist Broker in carrying out Broker's obligations hereunder.

OWNER'S OBLIGATIONS AND REPRESENTATIONS

1. Owner agrees to make available to Broker and prospective Buyers all data, records, and documents pertaining to the property.
2. Owner agrees to allow Broker, or any other Broker with whom Broker chooses to cooperate, to show the property at reasonable times and upon reasonable notice.
3. Owner agrees to commit no act which might tend to obstruct the Broker's performance hereunder, and further agrees not to market the property as a "For Sale By Owner" during the term of this agreement.
4. Owner agrees to refrain from negotiating with any prospective Buyer who may contact Owner directly and further agrees to direct all Buyer prospects and inquiries from Buyer prospects to Broker.
5. Owner agrees that Broker shall not be responsible in any manner for loss or damage of personal or real property due to vandalism, theft, freezing water pipes, or any other damages or loss whatsoever.
6. Owner agrees to pay cost of mortgage(s) verification(s) charged by Owner's mortgage lender(s), if any.
7. Owner agrees to keep valid and collectable property and casualty insurance in force.
8. Owner agrees that utilities for the property will be made available for the Buyer(s) inspection(s).
9. In the event of a sale, upon Broker's request, Owner will promptly provide all instruments necessary to complete the sale.
10. In the event of sale, Owner agrees to deliver an escrow instruction, irrevocably assigning Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at close of escrow.
11. Owners represent that to the best of their knowledge, information and belief, that the foundation, walls, roof, plumbing system, electrical system, heating or cooling systems of the property contain no hidden defects other than as follows: _____

12. Owners represent that to the best of their knowledge, information and belief that there have been no repairs to the foundation made by Owner or another other than as follows: _____

13. In the event Owner has signed a Property Disclosure specifying information and data on the subject property, Broker is authorized to furnish copies to potential Buyers.
14. The undersigned Owners represent that to the best of their knowledge, information and belief further that they have marketable fee simple title to the property and have the authority to execute this agreement and have disclosed any and all liens, notes, or mortgages.

15. Owner(s) represents that to the best of their knowledge, information and belief the accuracy of the information furnished herein with respect to the above described property and agrees to hold the Broker harmless from any liabilities or damages arising out of incorrect or undisclosed information. In the event the subject property is a rental, Owner agrees to notify Broker in writing within seven (7) days of any changes in rentals and/or expenses of the property.

16. Seller may be required to furnish structural report and a pest control report and/or termite clearance letter.

OWNER'S INSTRUCTIONS

- 1. Owner instructs Broker to list the herein property with the MULTIPLE LISTING SERVICE of the Montgomery Area Association of REALTORS®, Inc. Yes No
- 2. Owner authorizes Broker to report the terms of sale to MULTIPLE LISTING SERVICE of the Montgomery Area Association of REALTORS® and to provide data to appraisers, lenders and other brokers about comparable listing and old properties from MLS and other buyers and sellers in order to assist them in valuing the property..... Yes No
- 3. Owner authorizes Broker to place a "FOR SALE" sign upon the property. Yes No
- 4. Owner authorizes Broker to market the property in any manner deemed appropriate by the Broker..... Yes No
- 5. Owner authorizes Broker to install a KEYBOX upon the property (not to be used as a security system)..... Yes No
- 6. Owner authorizes Broker to cooperate with BUYERS' BROKERS, TRANSACTION BROKERS, LIMITED CONSENSUAL DUAL AGENTS, AND SUBAGENTS..... Yes No
- 7. Owner agrees to provide at his/her expense a HOME PROTECTION PLAN for the Buyer from _____ at a cost not to exceed \$_____. Yes No
- 8. Owner authorizes Broker to accept and hold on Owner's behalf an earnest money deposit to be applied to the purchase price..... Yes No
- 9. Owner authorizes Broker or sales agent to display the property on the Internet..... Yes No
If Yes to display on the Internet:
 - A. Owner does authorize Broker to display the address of the listing..... Yes No
 - B. Owner authorizes Broker or sale agent to display the property on the Internet, but do not authorize AVMs (automated valuation models) or automated estimates of the market value of the listing (or hyperlink to such estimate) to display in immediate conjunction with listed property on the Internet..... Yes No
 - C. Owner authorizes Broker or sales agent to display the property on the Internet, but do not authorize third-parties to write comments or reviews about the listing or display a hyperlink to such comments or reviews in immediate conjunction with the listed property on the Internet..... Yes No
 - D. Owner does not authorize Broker or sales agent advertising the property on the Internet. Owner understands and acknowledges that, if not authorized consumers who conduct searches for listings on the Internet will not see information about the property in response to their search..... Yes No

CONTROVERSIES, CLAIMS, COMPLAINTS OR DISPUTES/BINDING ARBITRATION

By signing this listing agreement, the parties agree that the property to be sold has been involved in, and necessarily involves, interstate commerce, and that any controversy, claim, complaint, or dispute arising between the parties, or between the parties and MLS, is to be settled exclusively by binding arbitration. All parties specifically waive any rights they have to commence an action other than arbitration each other or against MLS. Any controversies, claims, complaints, or disputes arising or evolving out of or relating to this contract or breach thereof, shall be settled under the Commercial Arbitration Rules then in force of the American Arbitration Association, and all parties agree to be bound by the decision of this arbitration. The decision of the Arbitrator shall be a final and binding resolution, which may be entered as a judgment by a court of competent jurisdiction; and may then be enforced by use of legal remedies.

This property is offered in compliance with State and Federal anti-discrimination laws.

This is a legally binding contract, if not understood, seek competent advice. Receipt of a copy of this agreement is hereby acknowledged.

In consideration of the execution hereof, the undersigned Broker agrees to use diligence in effecting a sale of said property.

Dated _____
Broker _____
By (Agent) _____
Address _____
Phone _____

Owner _____
Owner _____
Owner _____
Address _____
Phone _____