

**EXCLUSIVE RIGHT TO SELL
LISTING CONTRACT**

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- 1. Date _____
- 2. Page 1 of _____ pages

- 3. **DEFINITIONS:** This Contract involves the property located at _____ ,
- 4. legally described as _____
- 5. _____ (Property).
- 6. "I" means _____ (Seller).
- 7. "You" means _____ (Broker).

(Real Estate Company Name)

- 8. **LISTING:** I give You the exclusive right to sell the Property for the price of \$ _____ , upon the following
- 9. terms: _____

- 10. _____ . This Contract starts _____ , 20 _____ , and ends
- 11. at 11:59 p.m. on _____ , 20 _____ . In exchange, You agree to list and market the Property
- 12. for sale. You may place a "For Sale" sign and a lock box with keys on the Property. I understand that this Contract
- 13. DOES NOT give You authority to rent or manage my property. I understand You may be a member of a Multiple Listing
- 14. Service (MLS), and if You are, You shall give information to MLS concerning the Property. You may place information
- 15. on the Internet concerning the Property including sold information (except as limited in the *Internet Display Options*
- 16. Form). I shall notify You of relevant information important to the sale of the Property. If You sell the Property, You may
- 17. notify MLS and member REALTORS® of the price and terms of the sale.

18. (Initial)

- 19. _____ I acknowledge that I have received and have had the opportunity to review the *Internet Display*
- 20. (Seller) (Seller) *Options Form.*

- 21. I understand that mortgage financing services are usually paid for by buyer; however, certain insured government
- 22. loans may require Seller to pay a portion of the fees for the mortgage loan. I understand that I shall not be required to
- 23. pay the financing fees on any mortgage without giving my written consent. I understand that You may list other properties
- 24. during the term of this Contract.

- 25. **DUTIES:** I shall cooperate with You in selling the Property. I shall promptly tell You about all inquiries I receive about
- 26. the Property. I agree to provide and pay for any inspections and reports required by any governmental authority. I agree
- 27. to provide unit owners' association documents, if required. I shall remain responsible for security, maintenance, utilities
- 28. and insurance while I own the Property, and for safekeeping, securing and/or concealing any valuable personal property
- 29. during Property showings or open houses. I shall provide the buyer an updated abstract of title or registered property
- 30. abstract or commitment for an owner's policy of title insurance for the Property, as agreed to in a purchase agreement.
- 31. I have the full legal right to sell the Property. I shall sign all documents necessary to transfer to the buyer marketable
- 32. title to the Property.

33. **YOUR COMPENSATION:**

- 34. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**
- 35. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

- 36. I shall pay You, as your compensation, _____ percent (%) of the selling price or \$ _____ ,
- 37. whichever is greater, if I sell or agree to sell the Property before this Contract ends.

- 38. In addition, if before this Contract ends You present a buyer who is willing and able to buy the Property at the price
- 39. and terms required in this Contract, but I refuse to sell, I shall still pay You the same compensation. I agree to pay
- 40. your compensation whether You, I or anyone sells the Property. I hereby permit You to share part of your compensation
- 41. with other real estate brokers, including brokers representing only the buyer. I agree to pay your compensation in full
- 42. upon the happening of any of the following events:

- 43. (1) the closing of the sale;
- 44. (2) my refusal to close the sale; or
- 45. (3) my refusal to sell at the price and terms specified above.

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47. Property located at _____.

48. If, within _____ days (*not to exceed six (6) months*) after the end of this Contract, I sell or agree to sell the

49. Property to anyone who:

50. (1) during this Contract made inquiry of me about the Property and I did not tell You about the inquiry; or

51. (2) during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,

52. or by contacting You or the licensee involved or was physically shown the Property by You and whose name

53. and address is on a written list You give me within 72 hours after the end of this Contract; then I shall still pay

54. You your compensation, even if I sell the Property without your assistance. I understand that I do not have to pay

55. your compensation if I sign another valid listing contract for this Property after the expiration of this Contract, under

56. which I am obligated to compensate another licensed real estate broker.

57. To secure the payment of your compensation I hereby assign to You the proceeds from the sale of my Property in an

58. amount equal to the compensation due You under this Contract.

59. CLOSING SERVICES:

60. **NOTICE:** THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR REAL ESTATE CLOSING AGENT

61. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS

62. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

63. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. I understand

64. that no one can require me to use a particular person in connection with a real estate closing and that I may arrange

65. for a qualified closing agent or my attorney to conduct the closing. I understand that I may be required to pay certain

66. closing costs which may effectively reduce the proceeds from the sale.

67. My choice for closing services.

68. (*Initial one.*)

69. _____ I wish to have You arrange for the closing.

(Seller) (Seller)

70. _____ I shall arrange for a qualified closing agent or my attorney to conduct the closing.

(Seller) (Seller)

71. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain

72. components of a property which I may wish to investigate prior to selling the Property.

73. **AGENCY REPRESENTATION:** If a Buyer represented by Broker wishes to buy the Seller(s) property, a dual agency will

74. be created. This means that Broker will represent both the Seller(s) and the Buyer(s), and owe the same duties to

75. the Buyer(s) that Broker owes to the Seller(s). This conflict of interest will prohibit Broker from advocating exclusively

76. on the Seller(s) behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,

77. the Seller(s) will need to agree that confidential information about price, terms, and motivation will still be kept confidential

78. unless the Seller(s) instructs Broker in writing to disclose specific information about the Seller(s). All other information

79. will be shared. Broker cannot act as a dual agent unless both the Seller(s) and the Buyer(s) agree to it. By agreeing

80. to a possible dual agency, the Seller(s) will be giving up the right to exclusive representation in an in-house transaction.

81. However, if the Seller(s) should decide not to agree to a possible dual agency, and the Seller(s) wants Broker to

82. represent the Seller(s), the Seller(s) may give up the opportunity to sell the property to Buyers represented by

83. Broker.

84. Seller's Instructions to Broker: Having read and understood this information about dual agency, Seller(s) now instructs

85. Broker as follows:

86. Seller(s) will agree to a dual agency representation and will consider offers made by Buyers represented by
87. Broker.
88. Seller(s) will not agree to a dual agency representation and will not consider offers made by Buyers represented
89. by Broker.

90. Real Estate Company Name: _____

91. _____ Seller: _____

92. By: _____ Seller: _____

(Licensee)

93. _____ Date: _____

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95. Property located at _____.

96. **CERTIFICATION INDIVIDUAL TRANSFEROR:** Section 1445 of the Internal Revenue Code provides that a
97. transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the
98. transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller) is a
99. foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real
100. Property Tax Act (FIRPTA) will be fulfilled.

101. **Seller(s) states and acknowledges the following:**

102. I am a citizen of the United States or, if a corporation, partnership or other business entity, duly incorporated in the
103. United States or, if a partnership or business entity, formed and governed by the laws of the United States:

104. Yes No

105. If "No," please state country of citizenship, incorporation or the like: _____

106. _____

107. Under the penalties of perjury I declare that I have examined this certification and, to the best of my knowledge and
108. belief, it is true, correct and complete.

109. **FAIR HOUSING NOTICE:** I understand that I shall not refuse to sell, or discriminate in the terms, conditions or privileges
110. of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status with regard
111. to public assistance, handicap (whether physical or mental), sexual orientation or family status. I understand further
112. that local ordinances may include other protected classes.

113. **ADDITIONAL NOTICES AND TERMS:** As of this date I have not received notices from any municipality, government
114. agency or unit owners' association about the Property that I have not told You about, and I agree to promptly tell You
115. of any notices of that type that I receive.

116. This shall serve as my written notice granting You permission to obtain mortgage information (e.g., mortgage balance,
117. interest rate, payoff and/or assumption figures) regarding any existing financing on the Property. A copy of this document
118. shall be as valid as the original.

119. If either You or I bring an action for enforcement of this Agreement, the prevailing party in such action shall be entitled
120. to recover all costs and expenses, including all reasonable attorneys' fees and court costs.

121. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its licensees to contact Seller by mail, phone,
122. fax, e-mail or other means of communication during the term of this Agreement and anytime thereafter.

123. **COMPENSATION DISCLOSURE:** Your compensation to cooperating brokers shall be as specified in the Multiple
124. Listing Service unless You notify me otherwise in writing.

125. **OTHER:** _____

126. _____

127. **ACCEPTED BY:** _____ **BY:** _____
(Real Estate Company Name) (Licensee)

128. Date Signed: _____, 20 _____

129. **ACCEPTED BY:** _____ **ACCEPTED BY:** _____
(Seller) (Date) (Seller) (Date)

130. Address: _____ Address: _____

131. _____

132. Phone: _____ Phone: _____