

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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1 **DATE:** _____

2 This Exclusive Right to Sell Listing Agreement ("Agreement") is between:

3 **SELLER(s):** _____ and

4 **BROKER:** _____.

5 **LISTING TERMS:** Seller(s) hereby grants to the above named Broker the exclusive right to sell or exchange the Property
6 hereafter described, from the Agreement start date _____ to _____ at 11:59 P.M. If closing
7 of an executed PURCHASE AGREEMENT is set to occur after the expiration date of this Agreement, the parties agree
8 that the terms of this Agreement shall be extended until the closing has been completed. Seller(s) has the full and legal
9 right to sell the Property and will sign all closing documents (including a Warranty Deed or Contract for Warranty Deed)
10 necessary to transfer to Buyer(s) marketable ownership of the Property.

11 **PROPERTY ADDRESS:**

12 Street Address: _____

13 City: _____ State: _____ Zip Code: _____ County: _____

14 **LEGAL DESCRIPTION:** _____

15 _____

16 _____

17 _____

18 **LIST PRICE:** \$ _____ or at such price and terms as shall be acceptable to Seller(s).

19 Minerals, if owned, included: ☐ Yes ☐ No ☐ Unknown

20 Personal Property Included: _____

21 _____

22 Personal Property Excluded: _____

23 _____

24 Does Seller(s) have an Abstract? ☐ Yes ☐ No OR Title Insurance? ☐ Yes ☐ No Policy # _____

25 Is there a loan against the Property? ☐ Yes ☐ No If "Yes," are loan payments up to date? ☐ Yes ☐ No

26 Is a sign permitted on the Property? ☐ Yes ☐ No

27 Lockbox? ☐ Yes ☐ No Lockbox Location: _____

28 Seller(s) agrees the lockbox ☐ will ☐ will not be attached to the Property. Seller(s) accepts all liability for any damage
29 or loss that may occur on the Property as a result of lockbox not being securely attached.

30 Seller(s) has a contract with:

31 ☐ Power Company ☐ Fuel Tank Rental ☐ Water Softener Service ☐ Rural Water Membership

32 Terms: _____

33 Is there a functioning audio/visual surveillance system on the Property? ☐ Yes ☐ No If "Yes," Seller(s) agrees to post
34 notice of such at the entrance where potential Buyer(s) may enter the Property. Seller(s) understands that Broker must
35 disclose this information to all parties. Seller(s) should seek appropriate legal advice if Seller(s) intends to utilize
36 technology that may intercept audio or visual communications between persons other than Seller(s).

37 Is there a security system installed on the Property? ☐ Yes ☐ No If "Yes," Terms:

38 _____

Seller(s) Initials _____

39 Home Protection Plan: Seller(s) ☐ will ☐ will not provide a home protection plan.

40 Is there a well on the Property? ☐ Yes ☐ No If "Yes," see WELL DISCLOSURE.

41 Is there a subsurface sewer system/septic system on the Property? ☐ Yes ☐ No If "Yes," see PRIVATE SEWAGE
42 TREATMENT SYSTEM DISCLOSURE. Seller(s) has been informed that if there is a subsurface sewer system/septic
43 system on the Property, it may be required to meet certain federal, city, county, or state certification standards. Seller(s)
44 assumes responsibility for the inspection and will hold Broker harmless of any responsibility for said system.

45 Does Seller(s) currently have flood insurance? ☐ Yes ☐ No

46 Seller(s) understands that Broker intends to rely on the accuracy of the information Seller(s) furnishes, including
47 information about the condition of the Property. Seller(s) agrees to hold Broker harmless and defend Broker from any
48 costs, expenses, or damages, including attorney's fees incurred by Broker as a result of Seller(s) withholding information
49 from Broker or as a result of giving Broker any information which is incorrect.

50 This shall serve as the Seller's written notice granting the Broker or any authorized closing agent permission to obtain:

- 51 1) mortgage and title policy information (i.e. mortgage balance, interest rate, payoff and/or assumption figures,
52 etc.) regarding any existing financing on this Property, and
53 2) utility information.

54 **SELLER'S DUTIES:** Seller(s) will:

- 55 (a) cooperate with Broker in selling the Property, and authorizes Broker, Broker's Agent(s), and/or Agent(s) with
56 customers or clients to enter the Property for the purpose of showing/reviewing the Property at reasonable times;
57 (b) promptly tell Broker about all inquiries received about the Property;
58 (c) provide Homeowner's Association documents, if applicable;
59 (d) provide and pay for any inspections and reports if required by any governing authority;
60 (e) give Buyer(s) an up-to-date abstract, or current owner's title insurance commitment, or mobile home registration;
61 (f) provide SELLER'S PROPERTY DISCLOSURE;
62 (g) warrant appliances, heating, air conditioning, wiring, and plumbing on Property to be in working order on date
63 of closing, except _____;
64 _____;
65 (h) remain responsible for security, maintenance, lawn care, snow removal, utilities, and insurance while Seller(s)
66 owns the Property; and
67 (i) remain responsible for safekeeping, securing, and/or concealing any valuable personal property during showings
68 or open houses.

69 **BROKER AUTHORITY:** Seller(s) authorizes Broker to market the Property to the public, obtain information relating to
70 the present mortgage(s) on the Property, and provide objective comparative market analysis information to potential
71 Buyer(s).

72 **MULTIPLE LISTING SERVICE AND INTERNET MARKETING:** Seller(s) understands Broker is a member of a
73 Multiple Listing Service (MLS) and will give information to the MLS concerning the Property. Seller(s) grants Broker
74 access to the Property and authorizes Broker to market the Property including submission of data to a MLS.

75 Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No

76 Shall the listing address (house and unit numbers and street name) be displayed on the Internet? ☐ Yes ☐ No

77 Shall an automatic valuation of the Property listing or a link to an automated valuation be displayed adjacent to the
78 listing? ☐ Yes ☐ No

79 Shall comments or reviews of the Property by persons other than the displaying Broker be displayed with or attached as
80 a link to the listing data of the Property? ☐ Yes ☐ No

81 **CONSENT FOR COMMUNICATION:** Seller(s) authorizes Broker and Broker's representatives to contact Seller(s) by
82 mail, phone, fax, email, or other means of communication during the term of this Agreement and any time thereafter.

83 **MULTIPLE OFFER DISCLOSURE:** Based on receiving a guide or other information regarding multiple offers, Seller(s)
84 now instructs Broker as follows:

85 ☐ Seller(s) agrees that the Listing Agent(s) should inform Agent(s) in the event of a multiple offer situation.

86 ☐ Seller(s) does not want the Listing Agent(s) to disclose multiple offer situations to other Agent(s).

Seller(s) Initials _____

87 **BROKER COMPENSATION:**

88 **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

89 Seller(s) hereby authorizes Broker to market Seller's Property. The commission rate for the sale, lease, rental, or
90 management of real property shall be determined between each individual real estate Broker and its client.

91 In consideration of the services to be performed by the Broker, Seller(s) agrees to pay the Broker as follows (Check all that
92 apply):

93 **Listing Broker Compensation:**

94 Seller(s) agrees to pay Listing Broker compensation of:

- 95 1) ☐ _____ % of purchase price.
96 2) ☐ Flat fee of \$_____.
97 3) ☐ Transaction fee of \$_____.
98 4) ☐ Other terms: _____
99 _____
100 _____

101 **Buyer's Broker Compensation:**

102 ☐ Seller(s) offers to pay Buyer's Broker or Broker assisting Buyer(s) compensation of:

- 103 1) ☐ _____ % of purchase price.
104 2) ☐ Flat fee of \$_____.
105 3) ☐ Other terms: _____
106 _____
107 _____

108 ☐ Buyer(s) to request compensation in offer:
109 Seller(s) invites Buyer(s) to include, in a purchase agreement, the amount Buyer(s) requests Seller(s) to compensate
110 Buyer's Broker. Compensation to be paid directly to the Buyer's Broker at the time of closing.

111 ☐ No offer of compensation:
112 Seller(s) declines to offer and does not intend to pay Buyer's Broker Compensation. Seller(s) acknowledges that
113 Buyer(s) may still submit an offer that includes a request for Seller(s) to compensate Buyer's Broker.

114 **Compensation is due upon the happening of the following events:**

- 115 a) at closing of the sale;
116 b) if Broker presents a Buyer(s) who is willing and able to buy or exchange the Property at a price and terms required
117 in the PURCHASE AGREEMENT, but Seller(s) refuses or fails to sell for any reason;
118 c) if Seller(s), before expiration of this Agreement, agrees to a sale or exchange of the Property with any person, even
119 if Broker did not present the Buyer(s), and even if Seller(s) sells or exchanges the Property without Broker's
120 assistance;
121 d) if within _____ calendar days after the end of this Agreement, Seller(s) sells or agrees to sell, or exchanges or
122 agrees to exchange, the Property with anyone who:
123 1. during this Agreement made inquiry of Seller(s) about the Property and Seller(s) did not tell Broker
124 about the inquiry;
125 2. during this Agreement made an affirmative showing of interest in the Property or was physically shown
126 the Property;

127 After the expiration of this Agreement, Seller(s) understands that Seller(s) does not have to compensate Broker if Seller(s)
128 signs another valid listing contract under which Seller(s) is obligated to pay compensation to another licensed real estate
129 Broker.

130 **APPOINTED AGENCY REPRESENTATION:** The Broker will appoint to the Seller(s), in writing, a licensed Agent(s)
131 who will be acting as the Seller's Appointed Agent(s) to the exclusion of all other affiliated licensed Agent(s) of the Broker.
132 By agreeing to Appointed Agency, the Seller(s), the Broker, the Agent(s) of the Broker and the Appointed Agent(s) named
133 below are considered to possess only actual knowledge and information. By an act of North Dakota Law, the definitions
134 regarding Appointed Agency make it clear that there is no imputed knowledge or information between the Seller(s),
135 the Broker, the Broker's Agent(s), or the named Appointed Agent(s): _____
136 ("Appointed Agent(s)"), an affiliated licensed Agent(s) of the Broker, is appointed to act solely as an Agent(s) for the

Seller(s) Initials _____

137 Seller(s) unless they personally represent the Buyer(s), in which event the Appointed Agent(s) is considered a Dual Agent
138 (see Lines 152-163) in this transaction only. Seller's designated Appointed Agent(s) is obligated not to reveal any
139 confidential information obtained from the Seller(s) to other licensed Agents, except to the Broker in charge of the oversight
140 of the Seller's transaction.

141 It is understood that the Broker may appoint another Agent(s) for the Seller(s) during the term of this Agreement if:

- 142 1) The Appointed Agent(s) is not able to fulfill the terms of this Agreement, and/or
143 2) The Seller(s) and the Broker mutually agree to the appointment of another Agent(s). An appointment of another
144 Agent(s) as a new or additional Agent(s) does not relieve the first Appointed Agent(s) of any of the duties owed to
145 the Seller(s) as previously described in this Agreement.

146 Having read and understood this information, Seller(s) makes the following decision:

147 Seller(s) ☐ **accepts** ☐ **does not accept** a possible Appointed Agency Representation.

148 _____
149 Seller Signature Date Agent Signature Date

150 _____
151 Seller Signature Date

152 **DUAL AGENCY REPRESENTATION:** Dual Agency means the Broker represents both Buyer(s) and Seller(s) and owes
153 the same duties to both parties. This agency relationship will prohibit the Broker from advocating exclusively for either
154 party. Dual Agency will limit the level of representation the Broker can provide. Confidential information communicated
155 by Buyer(s) or Seller(s) to the Broker in regard to price, terms, or motivation will remain confidential unless Buyer(s) or
156 Seller(s) instructs the Broker in writing specific information to disclose. All other information may be shared. The Broker
157 cannot act as a Dual Agent unless both Seller(s) and Buyer(s) agree.

158 By agreeing to a **possible** Dual Agency, Seller(s) may be giving up the right to exclusive representation in a transaction
159 where the Agent(s) representing Seller(s) and Buyer(s) work for the same Brokerage or when one Agent is representing
160 both Seller(s) and Buyer(s).

161 By not agreeing to a **possible** Dual Agency, Seller(s) will be giving up the opportunity to show and sell the Property to a
162 Buyer client(s) from the same Brokerage as Seller's Agent, unless Appointed Agency applies.

163 Seller(s) ☐ **accepts** ☐ **does not accept** a possible Dual Agency Representation.

164 _____
165 Seller Signature Date Agent Signature Date

166 _____
167 Seller Signature Date

168 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** 26 U.S. Code § 1445 of the Internal Revenue
169 Code provides that a transferee ("Buyer(s)") of a United States real property interest must be notified in writing and must
170 withhold tax if the transferor ("Seller(s)") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer(s)
171 and Seller(s) agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code. Seller(s) shall
172 represent and warrant, under the penalties of perjury, whether Seller(s) is a "foreign person" (as the same is defined within
173 FIRPTA), prior to closing. Any representations made by Seller(s) with respect to this issue shall survive the closing and
174 delivery of the deed.

175 Buyer(s) and Seller(s) shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
176 reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
177 identification numbers or Social Security numbers.

178 Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
179 withholding the applicable tax, Buyer(s) and Seller(s) should seek legal and tax advice regarding FIRPTA compliance, as
180 the respective Broker(s)/Agent(s) representing or assisting either party will be unable to assure either party whether the
181 transaction is exempt from FIRPTA withholding requirements.

182 **NOTICES:** As of this date, Seller(s) ☐ **has** ☐ **has not** received notice from any municipality, government agency, or
183 homeowner's association about the Property that Seller(s) has not told the Broker about, and Seller(s) agrees to promptly
184 tell Broker of any notice of that type should Seller(s) receive.

Seller(s) Initials _____

185 **NONDISCRIMINATION:** All parties agree not to discriminate against or refuse to sell to, or discriminate in the terms,
186 conditions, or privileges of sale against, or indicate or publicize that sale is unwelcome, objectionable, not acceptable, or
187 not solicited from, any person due to that person's race, color, religion, sex, national origin, age, physical or mental
188 disability, family status, status with respect to marriage, or status with respect to public assistance. All parties understand
189 further applicable laws, rules, or ordinances may include other protected classes of persons.

190 **ELECTRONIC SIGNATURES:** Seller(s) agrees the electronic signature of any party on any document related to this
191 transaction constitutes valid, binding signatures.

192 **CLOSING SERVICES:** After the PURCHASE AGREEMENT for the Property is fully executed, arrangements must be
193 made to close the transaction. Seller(s) understands that no one can require Seller(s) to use a particular person to conduct
194 the closing and that Seller(s) may arrange for another qualified person, including Seller's attorney, to conduct the closing.
195 The real estate Broker, real estate Agent(s), or real estate closing agent, has not, and under applicable state law, may not,
196 express opinions regarding the legal effect of the closing documents or of the closing itself. Seller(s) has indicated Seller's
197 choice for closing services (Select one):

- 198 ☐ Seller(s) requests Broker arranges for closing services. Broker will give Seller(s) written disclosure of any controlled
199 business arrangement Broker has with the closing services Broker selects.
200 ☐ Seller(s) will arrange for a qualified closing agent or Seller's attorney to conduct the closing.

201 **OTHER PROFESSIONAL SERVICES:** Seller(s) acknowledges that Broker is retained solely as a real estate agent and
202 **not** as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional
203 service advisor. Seller(s) has been advised to seek professional advice concerning the condition of the property, legal, and
204 tax matters.

205 **CANCELLATION:** This Exclusive Right to Sell Listing Agreement can be cancelled only with mutual written consent of
206 the parties.

207 **ADDITIONAL PROVISIONS:** _____
208 _____
209 _____

210 **ENTIRE AGREEMENT:** This Exclusive Right to Sell Listing Agreement constitutes the entire Agreement between the
211 parties relating to the subject hereof, and any prior agreement, whether oral or written, are merged, and integrated into
212 this Agreement. Any modification to this Agreement must be in writing and signed by all parties.

213 I/We hereby certify that I/we have received a copy of this Agreement and agree to its terms.

214 **ACCEPTANCE:**

215 To be binding, this Agreement must be fully executed by all parties:

216	_____	_____	_____	_____
217	Seller Signature	Date	Seller Signature	Date
218	_____	_____	_____	_____
219	Seller's Phone	_____	Seller's Phone	_____
220	_____	_____	_____	_____
221	Seller's Email	_____	Seller's Email	_____
222	_____	_____	_____	_____
223	Seller's Address	_____	Seller's Address	_____

224 _____
225 Brokerage Name Agent Printed Name

226 _____
227 Brokerage Phone Agent Signature Date