

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. Only REALTORS® licensed in North Dakota are authorized to use this form in compliance with NDAR's Statewide Forms Policy.

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 **THIS SALE INCLUDES:**

21 The following property, if any, with no additional monetary value, owned by Seller(s) and used and located on said
22 Property: shed(s), plants, garden bulbs, shrubs, trees; storm windows, storm doors, screens and awnings; window shades,
23 blinds, curtains, traverse curtain and drapery rods; attached lighting fixtures and bulbs; ceiling fans and remotes,
24 plumbing fixtures, water heater, heating systems; built-in air conditioning equipment, electronic air filter, sump pump,
25 attached television antenna, cable TV jacks and wiring, satellite dish and mounts, swing sets, and playsets.

26 **BUILT-INS:** shelving, trash compactors, dishwashers, garbage disposals, ovens, cooktop stoves, microwave ovens, hood
27 fans, intercoms, wall or ceiling speakers.

28 **ATTACHED:** shelving, carpeting, mirrors, garage door openers and any controls, smoke detectors, fireplace screens, doors,
29 TV wall mounts, and heating circulating inserts; and the following personal property, with no additional monetary value,
30 and free and clear of all liens and encumbrances: _____

31 _____

32 _____

33 _____

34 _____

35 **THIS SALE EXCLUDES:**

36 The following property: _____

37 _____

38 _____

39 _____

40 _____

Seller(s) Initials _____

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

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

43 Is a sign permitted on the Property? Yes No

44 Lockbox? Yes No Lockbox Location: _____

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

47 Seller(s) has a contract with:

48 Power Company Fuel Tank Rental Water Softener Service Rural Water Membership

49 Terms: _____

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

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

55 _____

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

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

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

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

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

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

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

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

- 72 (a) cooperate with Broker in selling the Property, and authorizes Broker, Broker's Agent(s), and/or Agent(s) with
73 customers or clients to enter the Property for the purpose of showing/reviewing the Property at reasonable times;
74 (b) promptly tell Broker about all inquiries received about the Property;
75 (c) provide and pay for CONDO/HOA ASSOCIATION DISCLOSURE, as required by law;
76 (d) provide and pay for any inspections and reports if required by any governing authority;
77 (e) give Buyer(s) an up-to-date abstract, or current owner's title insurance commitment, or mobile home registration;
78 (f) provide SELLER'S PROPERTY DISCLOSURE and RADON DISCLOSURE, as required by law;
79 (g) warrant appliances, heating, air conditioning, wiring, and plumbing on Property to be in working order on date
80 of closing, except _____

81 _____

82 _____

83 _____

84 _____;

85 (h) remain responsible for security, maintenance, lawn care, snow removal, utilities, and insurance while Seller(s)
86 owns the Property; and

87 (i) remain responsible for safekeeping, securing, and/or concealing any valuable personal property during showings
88 or open houses.

Seller(s) Initials _____

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

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

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

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

97 Shall an automatic valuation of the Property listing or a link to an automated valuation be displayed adjacent to the
98 listing? Yes No

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

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

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

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

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

107 **BROKER COMPENSATION:**

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

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

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

112 **Listing Broker Compensation:**

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

114 1) _____ % of purchase price.

115 2) Flat fee of \$_____.

116 3) Transaction fee of \$_____.

117 4) Other terms: _____

118 _____

119 _____;

120 **Buyer's Broker Compensation:**

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

122 1) _____ % of purchase price.

123 2) Flat fee of \$_____.

124 3) Other terms: _____

125 _____

126 _____;

127 Buyer(s) to request compensation in offer:

128 Seller(s) invites Buyer(s) to include, in a purchase agreement, the amount Buyer(s) requests Seller(s) to compensate
129 Buyer's Broker. Compensation to be paid directly to Buyer's Broker at the time of closing.

130 No offer of compensation:

131 Seller(s) declines to offer and does not intend to pay Buyer's Broker Compensation. Seller(s) acknowledges that
132 Buyer(s) may still submit an offer that includes a request for Seller(s) to compensate Buyer's Broker.

Seller(s) Initials _____

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

- 134 a) at closing of the sale;
- 135 b) if Broker presents a Buyer(s) who is willing and able to buy or exchange the Property at a price and terms required
- 136 in the PURCHASE AGREEMENT, but Seller(s) refuses or fails to sell for any reason;
- 137 c) if Seller(s), before expiration of this Agreement, agrees to a sale or exchange of the Property with any person, even
- 138 if Broker did not present the Buyer(s), and even if Seller(s) sells or exchanges the Property without Broker's
- 139 assistance;
- 140 d) if within _____ calendar days after the end of this Agreement, Seller(s) sells or agrees to sell, or exchanges or
- 141 agrees to exchange, the Property with anyone who:
- 142 1. during this Agreement made inquiry of Seller(s) about the Property and Seller(s) did not tell Broker
- 143 about the inquiry;
- 144 2. during this Agreement made an affirmative showing of interest in the Property or was physically shown
- 145 the Property;

146 After the expiration of this Agreement, Seller(s) understands that Seller(s) does not have to compensate Broker if Seller(s)

147 signs another valid listing contract under which Seller(s) is obligated to pay compensation to another licensed real estate

148 Broker.

149 **APPOINTED AGENCY REPRESENTATION:** Broker will appoint to Seller(s), in writing, a licensed Agent(s) who will

150 be acting as Seller's Appointed Agent(s) to the exclusion of all other affiliated licensed Agent(s) of Broker. By agreeing to

151 Appointed Agency, Seller(s), Broker, Agent(s) of Broker and Appointed Agent(s) named below are considered to possess

152 only actual knowledge and information. By an act of North Dakota Law, the definitions regarding Appointed Agency make

153 it clear that there is no imputed knowledge or information between Seller(s), Broker, Broker's Agent(s), or named

154 Appointed Agent(s): _____ ("Appointed Agent(s)"), an affiliated

155 licensed Agent(s) of Broker, is appointed to act solely as an Agent(s) for Seller(s) unless they personally represent Buyer(s),

156 in which event Appointed Agent(s) is considered a Dual Agent(s) (see Lines 170-181) in this transaction only. Seller's

157 designated Appointed Agent(s) is obligated not to reveal any confidential information obtained from Seller(s) to other

158 licensed agents, except to Broker in charge of the oversight of Seller's transaction.

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

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

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

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

166 _____

167 Seller Signature Date Agent Signature Date

168 _____

169 Seller Signature Date

170 **DUAL AGENCY REPRESENTATION:** Dual Agency means Broker represents both Buyer(s) and Seller(s) and owes the

171 same duties to both parties. This agency relationship will prohibit Broker from advocating exclusively for either party.

172 Dual Agency will limit the level of representation Broker can provide. Confidential information communicated by Buyer(s)

173 or Seller(s) to Broker in regard to price, terms, or motivation will remain confidential unless Buyer(s) or Seller(s) instructs

174 Broker in writing specific information to disclose. All other information may be shared. Broker cannot act as a Dual Agent

175 unless both Seller(s) and Buyer(s) agree.

176 By agreeing to a **possible** Dual Agency, Seller(s) may be giving up the right to exclusive representation in a transaction

177 where Agent(s) representing Seller(s) and Buyer(s) work for the same Brokerage or when one Agent is representing both

178 Seller(s) and Buyer(s).

179 By not agreeing to a **possible** Dual Agency, Seller(s) will be giving up the opportunity to show and sell the Property to a

180 Buyer client(s) from the same Brokerage as Seller's Agent, unless Appointed Agency applies.

Seller(s) Initials _____

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

182 _____
183 Seller Signature Date Agent Signature Date

184 _____
185 Seller Signature Date

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

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

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

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

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

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

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

- 216 Seller(s) requests Broker arranges for closing services. Broker will give Seller(s) written disclosure of any controlled
217 business arrangement Broker has with the closing services Broker selects.
- 218 Seller(s) will arrange for a qualified closing agent or Seller’s attorney to conduct the closing.

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

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

225 **ADDITIONAL PROVISIONS:** _____
226 _____
227 _____
228 _____
229 _____
230 _____

Seller(s) Initials _____

