EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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Montana

Real Estate Listing Agreement

Date:

This Exclusive Right to Sell Listing Agreement (this "Agreement") is entered into as of the date set forth above by and between: Seller: and Broker: , a licensed real estate brokerage in the State of Montana, whose designated agent is , Montana License No. ("Listing Agent").

1. PROPERTY DESCRIPTION

1.1 Street Address:

1.2 City: County:
State: Montana Zip Code:

1.3 Legal Description:

1.4 Parcel/Tax ID Number (if available):

1.5 Property Type:
- ☐ single-family residence
- ☐ multi-family
- ☐ condominium
- ☐ townhome
- ☐ manufactured home
- ☐ other:

2. INCLUDED AND EXCLUDED PROPERTY

2.1 Fixtures Included. The following fixtures are included in the sale (if owned by Seller and attached to the Property), unless specifically excluded: built-in appliances; attached lighting and ceiling fans; attached floor coverings; built-in cabinetry; attached mirrors; window treatments and hardware; attached audio/visual mounts; attached fireplace inserts; garage door openers and remotes; landscaping and irrigation systems; fencing; mailboxes; and all other fixtures that constitute real property under Montana law, together with appurtenant rights, easements, and improvements.

2.2 Personal Property Included. The following personal property items are included in the sale: .

2.3 Items Excluded. The following items are excluded from the sale: .

2.4 Propane, Fuel, and Rental Items. Any propane, heating oil, water softener salts, or similar consumables, and any leased or rented items (including but not limited to water softeners, propane tanks, security systems, solar equipment) are addressed as follows: .

3. LISTING PRICE AND TERMS

3.1 Listing Price. The Property shall be offered for sale at a listing price of $ ("Listing Price").

3.2 Acceptable Financing Terms. Seller authorizes Broker to market the Property to buyers using the following acceptable financing terms:

- [ ] cash
- [ ] conventional
- [ ] FHA
- [ ] VA
- [ ] USDA
- [ ] seller financing on the following terms:
- [ ] assumption if permitted by lender
- [ ] other:

3.3 Earnest Money. A good-faith deposit ("Earnest Money") in the amount of $ or % of the purchase price shall be required in any offer, to be held by [escrow agent/title company/brokerage] , pursuant to the terms of the purchase and sale agreement.

3.4 Other Acceptable Sale Terms. The following additional sale terms are acceptable to Seller: .

4. GRANT OF EXCLUSIVE RIGHT TO SELL

4.1 Exclusive Right. Seller grants to Broker the sole and exclusive right to market and sell the Property during the Term (defined below). Broker shall be entitled to the Commission (defined below) if, during the Term, the Property is sold, optioned, exchanged, or otherwise transferred, whether by Broker, by Seller, or by any other person, or if a ready, willing, and able buyer is procured on terms acceptable to Seller.

4.2 Right to Cooperate. Broker may cooperate with other licensed brokers and agents, and may share compensation with them as provided in this Agreement.

5. TERM AND PROTECTION PERIOD

5.1 Commencement and Expiration. The term of this Agreement commences on ("Commencement Date") and expires at 11:59 p.m. local Montana time on ("Expiration Date") unless earlier terminated in accordance with this Agreement (the "Term").

5.2 Protection Period. For days following the Expiration Date or earlier termination (the "Protection Period"), Seller shall pay the Commission if Seller enters into a contract to sell or otherwise transfer any interest in the Property to any buyer with whom Broker or a cooperating broker had negotiations or to whom the Property was shown during the Term, provided that within days after expiration or termination, Broker delivers to Seller a written list of such protected buyers.

5.3 Exception. The obligation in Section 5.2 shall not apply if, after the Expiration Date, Seller enters into a valid exclusive listing agreement with another licensed Montana broker and the Property is sold through that broker without Seller having otherwise breached this Agreement.

6. BROKER'S DUTIES

6.1 Marketing. Use reasonable efforts to market and advertise the Property, which may include signage, online marketing, multiple listing service(s) where authorized, professional photography/videography, brochures, and other customary methods.

6.2 Offers. Present all written offers and counteroffers to Seller in a timely manner and keep Seller reasonably informed regarding material developments.

6.3 Negotiations. Assist in negotiations between Seller and prospective buyers and in the preparation of offers, counteroffers, and related documents.

6.4 Compliance. Comply with applicable Montana real estate licensing laws and regulations and applicable federal, state, and local laws relating to the marketing and sale of residential real property.

6.5 Accounting. Promptly account for all funds received in which Seller has, or may have, an interest.

6.6 Disclosure. Disclose to Seller any material facts actually known to Broker that may adversely and significantly affect Seller's interests in the transaction and that are not known to, or readily observable by, Seller.

7. SELLER'S DUTIES

7.1 Information. Provide accurate and complete information about the Property, including known material defects, conditions, and property history, and promptly update Broker of any changes.

7.2 Disclosures. Complete and deliver all required property disclosures and any other required notices in a truthful and timely manner.

7.3 Cooperation. Cooperate with Broker's marketing efforts; keep the Property in show-ready condition to the extent reasonably practicable; and not otherwise hinder Broker's performance.

7.4 Access. Provide reasonable access for showings, inspections, open houses, appraisals, and related activities upon reasonable notice, including allowing use of a lockbox if authorized.

7.5 Utilities and Services. Maintain utilities and basic property services (including, as applicable, electricity, water, gas, heating/cooling) during the Term and through closing, unless otherwise agreed.

7.6 Referrals. Refer all inquiries, offers, and communications regarding the Property to Broker during the Term and direct prospective buyers and brokers to communicate with Broker.

7.7 Costs. Pay costs Seller has agreed to pay in any purchase and sale agreement, and timely perform Seller's obligations thereunder.

8. COMMISSION AND BROKERAGE COMPENSATION

8.1 Commission. Seller agrees to pay Broker a total commission of ______ % of the gross sales price, or $ ______ (the "Commission"), plus applicable taxes, if any.

8.2 When Earned. The Commission is earned upon the earliest of: (a) Seller's acceptance of an offer on terms acceptable to Seller from a ready, willing, and able buyer procured during the Term; (b) Seller's execution of an option, exchange, or other transfer agreement during the Term; or (c) Seller's breach of a purchase and sale agreement executed during the Term, as further addressed in Section 12.

8.3 When Payable. The Commission is payable at closing from Seller's proceeds. If closing does not occur due to Seller's default after acceptance, or due to Seller's wrongful act or interference, the Commission shall be immediately due and payable upon such default or wrongful act. If closing does not occur due to buyer's default without Seller's fault, the Commission shall be handled as follows: .

8.4 Cooperation and Sharing. Broker is authorized to cooperate with and offer compensation to cooperating brokers/agents representing buyers or acting as transaction brokers in the amount of % of the gross sales price or $, which amount shall be paid by Broker out of the Commission. Broker is authorized to vary cooperative compensation in Broker's discretion to enhance marketability, provided that any material changes will be communicated to Seller.

8.5 Retained Deposits. In the event of buyer default where Earnest Money is forfeited, the Earnest Money shall be disbursed in accordance with the purchase and sale agreement. Unless otherwise agreed therein, Broker is authorized to receive out of any forfeited Earnest Money an amount not to exceed the Commission up to, but not exceeding, the forfeited amount, with any balance to Seller.

8.6 Other Compensation. Broker may receive compensation for services from third parties related to the transaction (such as marketing platform fees or administrative fees) only with prior written disclosure to and consent by Seller. Any such compensation will not reduce Seller's obligation to pay the Commission.

9. AGENCY RELATIONSHIP

9.1 Representation. Broker, acting through Listing Agent, represents Seller as Seller's agent with duties owed under Montana law. Broker and Listing Agent owe fiduciary duties to Seller as required by applicable law, subject to any disclosures and consents provided herein.

9.2 Designated Agency. If Broker practices designated agency, Broker designates Listing Agent as the agent representing Seller. Other licensees associated with Broker may represent other parties in the transaction, consistent with Montana law and Broker's policies.

9.3 Dual Agency. Dual agency may arise if Broker or its associated licensees also represent a buyer in a transaction involving the Property. Dual agency involves limited representation of both parties and may limit the ability of the agent to advocate exclusively for either party. Seller:

Consents to dual agency, subject to required disclosures and written consent at the time of occurrence: ☐ Yes ☐ No

If "No," Broker shall not undertake representation of a buyer in a transaction involving the Property without Seller's subsequent written consent.

9.4 Transaction Brokerage/Non-Agency. If permitted by Montana law and agreed by the parties in writing, Broker may act as a transaction broker or neutral facilitator, in which case the nature and scope of duties will be as set forth in a separate disclosure and agreement.

10. SELLER REPRESENTATIONS AND WARRANTIES

10.1 Authority. Seller is the owner of the Property or is otherwise duly authorized to execute this Agreement and sell the Property; no other person's consent is required except as disclosed in writing.

10.2 Title. At closing, Seller will be able to convey marketable and insurable title, free and clear of all liens and encumbrances except those disclosed and accepted in the purchase and sale agreement.

10.3 Compliance. To Seller's knowledge, the Property is in compliance with applicable laws, codes, and ordinances, except as disclosed in writing by Seller.

10.4 Condition. Seller has disclosed to Broker all known material defects and adverse conditions affecting the Property, including but not limited to structural, mechanical, environmental, water intrusion, pest infestation, septic/well issues, encroachments, easements, and boundary issues.

10.5 Accuracy. All information provided by Seller to Broker and to prospective buyers or their agents is accurate and not misleading to the best of Seller's knowledge.

11. MARKETING AUTHORIZATION AND PROPERTY ACCESS

11.1 Authorization. Seller authorizes Broker to advertise and market the Property by any lawful means, including signage on the Property (subject to applicable rules and restrictions), print and digital media, and listing services as authorized by Seller.

11.2 Photographs and Media. Seller authorizes Broker to create, edit, reproduce, and use photographs, floor plans, virtual tours, video, and other media of the Property for marketing purposes.

11.3 Showings and Open Houses. Seller authorizes Broker to conduct showings, broker tours, and open houses at times mutually agreed or with reasonable notice.

11.4 Lockbox. Seller authorizes Broker to place a lockbox on the Property: ☐ Yes ☐ No. Seller acknowledges that while lockboxes facilitate showings, they involve risk of unauthorized access; Seller agrees to take reasonable precautions and holds Broker harmless from ordinary risks associated with lockbox use except to the extent caused by Broker's gross negligence or willful misconduct.

12. TERMINATION, WITHDRAWAL, AND DEFAULT

12.1 Early Termination by Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties, without prejudice to rights that have accrued prior to termination, including Commission rights under Sections 5 and 8.

12.2 Withdrawal by Seller. Seller may withdraw the Property from the market during the Term only with Broker's prior written consent, which consent shall not be unreasonably withheld. If Seller unilaterally withdraws or materially frustrates marketing during the Term without Broker's consent, Seller shall owe the Commission as if a sale had occurred at the Listing Price, or [alternative liquidated amount: $], as reasonable compensation, in addition to Broker's out-of-pocket marketing expenses actually incurred up to $.

12.3 Broker Termination. Broker may terminate this Agreement upon written notice if Seller breaches this Agreement, fails to cooperate in good faith, provides materially inaccurate information, or engages in unlawful discrimination or other unlawful conduct. Such termination shall not waive Broker's rights to the Commission under Sections 5 and 8 where applicable.

12.4 Seller Default After Contract. If Seller accepts a buyer's offer and thereafter defaults or fails to close through no fault of the buyer, Seller shall owe Broker the Commission as provided in Section 8.3, and shall be responsible for any marketing expenses incurred up to $.

13. DISPUTE RESOLUTION AND GOVERNING LAW

13.1 Mediation. Prior to filing any litigation (except for actions seeking injunctive relief or to collect a Commission or Earnest Money), the parties shall first attempt in good faith to resolve disputes through mediation administered by (mediation provider) in County, Montana. The costs of mediation shall be shared equally unless otherwise agreed.

13.2 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Exclusive venue for any action arising out of or relating to this Agreement shall lie in the state or federal courts located in County, Montana, and the parties consent to personal jurisdiction therein.

14. FAIR HOUSING COMPLIANCE

14.1 Compliance. The Property shall be marketed and offered for sale in compliance with all applicable federal, state, and local fair housing laws. Seller shall not instruct Broker to discriminate against any protected class or engage in any practice that violates fair housing laws. Broker may terminate this Agreement if compliance would otherwise be compromised.

15. TAXES AND REPORTING

15.1 Taxes. Seller is solely responsible for all tax obligations associated with the sale of the Property, including without limitation capital gains taxes, transfer taxes or fees, and property taxes prorations, if any.

15.2 Reporting. The parties shall comply with all applicable tax reporting and withholding laws, including the completion and submission of any required IRS, state, or local forms. Seller agrees to provide any tax identification information reasonably requested to facilitate reporting.

16. INSURANCE AND RISK OF LOSS

16.1 Insurance. Until closing and transfer of possession, Seller shall maintain adequate property and liability insurance for the Property and any personal property remaining on site.

16.2 Risk of Loss. Risk of loss or damage to the Property remains with Seller until closing and possession is delivered to buyer, unless otherwise agreed in the purchase and sale agreement.

17. NOTICES

17.1 Form of Notice. All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, or emailed to the addresses below with confirmation of transmission, or sent by certified mail, return receipt requested.

17.2 Seller Notice Information.

Name:

Address:

Email:

Phone:

17.3 Broker Notice Information.

Broker:

Attn:

Address:

Email:

Phone:

17.4 Change of Address. A party may change its notice information by written notice to the other party.

18. ENTIRE AGREEMENT AND MISCELLANEOUS

18.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior discussions and agreements, whether oral or written.

18.2 Amendments. Any amendment or modification must be in a writing signed by both parties.

18.3 Severability. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18.4 Assignment. Seller may not assign this Agreement without Broker's prior written consent. Broker may assign this Agreement to a successor brokerage in connection with a merger, acquisition, or sale of assets, upon notice to Seller.

18.5 Electronic Signatures; Counterparts. This Agreement may be executed in counterparts and delivered by electronic means (including electronic signatures and PDFs), each of which shall be deemed an original and all of which together constitute one instrument.

18.6 Time of the Essence. Time is of the essence for all dates and deadlines set forth in this Agreement.

18.7 No Guarantee. Broker makes no guarantee as to sale price, time on market, buyer performance, financing approval, appraisal, inspection outcomes, or closing.

18.8 Independent Contractor. Broker and its agents act as independent contractors and not as Seller's employees.

19. DATA AND MARKETING AUTHORIZATION

19.1 Use of Information. Seller authorizes Broker to collect, use, reproduce, display, and distribute information about the Property, including photographs, video, floor plans, measurements, and descriptive data, for marketing and transactional purposes.

19.2 Online Publication. Seller authorizes Broker to publish listing information on Broker's website(s), multiple listing service(s) where permitted and authorized, social media, and third-party advertising platforms and portals, and to syndicate such information to third-party platforms at Broker's discretion.

19.3 Post-Closing Use. Broker may retain and use marketing materials and listing data after expiration or closing for recordkeeping, appraisal/valuation modeling, comparative market analyses, and Broker's advertising of Broker's services, provided that Broker shall remove detailed interior media upon Seller's written request after closing, except as required for compliance or record retention.

19.4 Intellectual Property. Seller grants Broker a nonexclusive, royalty-free license to create and use marketing content for the purposes stated herein. To the extent Seller provides photographs or other media to Broker, Seller represents having the necessary rights to permit Broker's use.

20. ADDITIONAL MONTANA-SPECIFIC NOTICES

20.1 State-Specific Notices. The following Montana-specific notices or disclosures are provided or incorporated, as applicable: .

20.2 Water Rights/Well/Septic Disclosure. If applicable, Seller will provide any required disclosures related to wells, water rights, on-site wastewater systems, or related matters: .

20.3 Homeowners' Association/Condominium. If applicable, Seller will provide association documents, dues information, special assessments, and any resale certificates as required: .

21. AGENCY DISCLOSURE ACKNOWLEDGMENT

21.1 Acknowledgment. Seller acknowledges receipt of any required Montana brokerage relationship disclosures and has had the opportunity to review and ask questions. Seller understands the types of agency relationships offered by Broker and the implications of consenting or not consenting to dual agency as indicated in Section 9.3.

22. WIRE FRAUD WARNING

22.1 Warning. Wire fraud is a serious risk in real estate transactions. Before transferring any funds, Seller shall independently verify wiring instructions by calling the escrow/title company at a verified telephone number. Seller shall not rely solely on email or text instructions. Broker will not request or accept changes to wiring instructions by email or text. Seller assumes responsibility for losses resulting from failure to follow these precautions.

23. SPECIAL STIPULATIONS

23.1 The following special stipulations are incorporated into and made a part of this Agreement. If there is a conflict between these stipulations and the preprinted terms of this Agreement, these stipulations shall control to the extent of the conflict.

24. ACCEPTANCE AND COOPERATION WITH OTHER BROKERS

24.1 Seller authorizes Broker to cooperate with buyer's brokers/agents and to disclose the existence of offers as permitted by law and Broker policy. Broker may, with Seller's consent, disclose the price and material terms of competing offers as follows: ☐ Authorized ☐ Not Authorized.

25. OPEN HOUSE AND SHOWING INSTRUCTIONS

25.1 Showing Instructions. Access instructions and showing limitations (if any): .

25.2 Occupancy. The Property is [owner-occupied/tenant-occupied/vacant]. If tenant-occupied, Seller represents that access can be provided on reasonable notice consistent with lease and law. Tenant contact (if applicable): .

26. PHOTOGRAPHY, SECURITY DEVICES, AND AUDIO/VIDEO DISCLOSURE

26.1 Recording Notice. Seller shall disclose to Broker any active audio/video recording or security devices at the Property. Seller understands that recording prospective buyers and brokers may be regulated or prohibited by law. Seller agrees to comply with applicable law and to post notices if required.

26.2 Broker Disclaimer. Broker is not responsible for the placement, legality, or operation of Seller's recording devices.

27. MLS AND SHOWING SERVICE INSTRUCTIONS

27.1 MLS Authorization. Seller authorizes Broker to submit the Property to applicable multiple listing service(s) where Broker is a participant, subject to MLS rules and Seller's instructions, or to withhold the listing from MLS as follows: ☐ Submit to MLS. ☐ Withhold from MLS. If withheld, Seller acknowledges potential marketing and exposure limitations.

27.2 Showing Service. Seller authorizes Broker to use third-party showing services to schedule and manage showings.

28. CONFIDENTIALITY

28.1 Broker will treat as confidential Seller's sensitive information that is not otherwise public or required to be disclosed by law. Seller authorizes Broker to disclose information reasonably necessary to market the Property and to facilitate negotiations, subject to Seller's lawful written instructions.

29. ATTORNEY'S FEES

29.1 In any action or proceeding between Broker and Seller arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including on appeal.

30. EFFECTIVE DATE

30.1 This Agreement becomes effective on the Commencement Date upon execution by both parties.

SIGNATURES

SELLER PRINTED NAME 1

SELLER:

Printed Name:

SELLER SIGNATURE 1

Signature:

SELLER DATE 1

Date:

SELLER ADDRESS 1

Address:

SELLER EMAIL 1

SELLER PHONE 1

Email: Phone:

SELLER PRINTED NAME 2

SELLER (IF MULTIPLE):

Printed Name:

SELLER SIGNATURE 2

Signature:

SELLER DATE 2

Date:

SELLER ADDRESS 2

Address:

SELLER EMAIL 2

SELLER PHONE 2

Email: Phone:

BROKER:

Brokerage Name:

By (Authorized Representative):

Title:

SELLER AGENT SIGNATURE 1

Signature:

SELLER AGENT DATE 1

Date:

BROKER ADDRESS

Address:

SELLER AGENT EMAIL 1

SELLER AGENT PHONE 1

Email: Phone:

Montana License No. (if entity-licensed):

LISTING AGENT:

Printed Name:

Montana License No.:

SELLER AGENT SIGNATURE 2

Signature:

SELLER AGENT DATE 2

Date:

SELLER AGENT EMAIL 2

SELLER AGENT PHONE 2

Email: Phone:

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT. If you do not fully understand its terms, seek competent legal advice before signing.**