

RESIDENTIAL REAL ESTATE LISTING AGREEMENT

(Montana)

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RESIDENTIAL LISTING AGREEMENT - MONTANA

DATE AND PARTIES

1.1 Date. This Residential Real Estate Listing Agreement (Agreement) is made as of _____ (Effective Date).

1.2 Seller. Name(s) of Property Owner(s): _____,
mailing address: _____ (Seller).

1.3 Broker. Brokerage Firm: _____ (Broker),
a licensed real estate brokerage.

1.4 Designated Listing Agent. Designated Listing Agent: _____,
Montana License No. _____ (Listing Agent).

1.5 Parties. This Agreement is made between Seller and Broker. Listing Agent is the designated agent associated with Broker for purposes of this listing.

PROPERTY DESCRIPTION

2.1 Property. Street Address: _____.

2.2 City/County/State/Zip. City: _____ County: _____ State: Montana
Zip Code: _____.

2.3 Tax Parcel/Assessor's ID. _____.

2.4 Legal Description. Legal description: _____,
or see attached Exhibit A (Legal Description), incorporated by reference.

2.5 Scope. This Agreement applies to the real property and all improvements located at the above-described address, together with all fixtures that by law or agreement are to be conveyed.

TYPE OF LISTING

3.1 Selection. Seller shall select one listing type by initialing the option below. Only the initialed option applies.

Exclusive Right to Sell. Seller grants Broker the exclusive right to market the Property and to receive the commission if the Property is sold or otherwise transferred during the Listing Term (or during any Protection Period per Section 9), regardless of who procures the buyer, including Seller. Seller Initials: _____

Exclusive Agency. Seller grants Broker the exclusive agency to market the Property; Broker is entitled to the commission if any broker (including Broker) procures the buyer. If Seller alone procures the buyer without the assistance of any broker, no commission is owed. Seller Initials: _____

Open Listing. Seller may enter into listings with other brokers and may sell the Property independently; Broker earns the commission only if Broker or a cooperating broker through Broker is the procuring cause of the sale. Seller Initials: _____

LISTING PRICE AND TERMS

4.1 Listing Price. The initial listing price shall be \$ _____ (Listing Price).

4.2 Financing Terms. Acceptable buyer financing terms include : [e.g., conventional , FHA, VA, USDA, cash, other].

4.3 Seller Concessions. Seller agrees to consider concessions of up to \$ toward buyer's closing costs/prepays /discount points , or as otherwise negotiated .

4.4 Lease/Exchange Options. If applicable , Seller authorizes Broker to market the Property for the following alternative dispositions : (a) lease: Yes No; (b) lease with option to purchase: Yes No ; (c) exchange/1031: Yes No . Any such transaction shall be on terms acceptable to Seller.

TERM OF LISTING

5.1 Start Date. The listing shall commence on , (Start Date).

5.2 Expiration Date. The listing shall expire at 11:59 p.m. Mountain Time on (Expiration Date), unless extended in writing .

5.3 Automatic Extension if Under Contract. If, as of the Expiration Date, the Property is under a fully executed purchase and sale agreement , this Agreement shall automatically extend through the earlier of closing or termination of that agreement and any extensions thereof .

BROKER DUTIES

6.1 Marketing . Broker shall use reasonable efforts to market and advertise the Property , which may include signage, listing on applicable multiple listing services (MLS) to which Broker belongs, digital and print advertising , and open houses, subject to Seller's authorizations herein .

6.2 MLS and Platforms . Unless otherwise directed by Seller in writing , Broker is authorized to submit the Property to MLS and to syndicate listing information to third -party platforms as described in Section 16.

6.3 Offers and Negotiations . Broker shall promptly present to Seller all written offers and counteroffers , assist in evaluating and negotiating terms , and seek to obtain a ready, willing , and able buyer on terms acceptable to Seller.

6.4 Cooperation . Broker may cooperate with and offer compensation to other licensed brokers , including buyer's agents and subagents , as specified in Section 8.

6.5 Compliance . Broker shall perform services in accordance with applicable Montana real estate licensing laws and regulations and in accordance with the duties owed to clients under such laws.

6.6 No Legal/Tax Advice. Seller acknowledges that Broker is not providing legal, tax, accounting , or environmental advice, and Seller is advised to consult appropriate professionals .

SELLER DUTIES

7.1 Accurate Information . Seller shall provide complete and accurate information about the Property and promptly update Broker of any material changes.

7.2 Disclosures. Seller shall make all disclosures of known material defects and conditions as required by law and this Agreement , including completion of any required property disclosure statements .

7.3 Access Seller shall provide reasonable access for showings, inspections , appraisals , and walkthroughs upon reasonable notice , subject to security measures and any agreed showing instructions .

7.4 Maintenance . Seller shall maintain the Property , utilities , systems, and grounds in substantially the same condition as on the Start Date, normal wear and tear excepted .

7.5 Referrals. Seller shall promptly refer to Broker all inquiries or communications from prospective buyers , tenants , or brokers regarding the Property during the Listing Term .

7.6 Keys and Lockbox. If authorized , Seller shall provide keys and necessary access devices and codes for showings under Section 11.

BROKER COMPENSATION

8.1 Commission. Commission shall be: _____ % of the gross sale price, or a flat fee of \$ _____ (Commission). If a percentage is selected, the percentage applies to the total consideration paid or to be paid for the Property, including any seller-paid concessions, unless otherwise stated:

8.2 Earned and Payable. Broker's Commission is earned upon (a) Seller entering into a binding purchase and sale agreement with a ready, willing, and able buyer procured by Broker, Seller, or any other person during the Listing Term for the Property, and (b) payable at closing from Seller's proceeds. If closing fails due to Seller's default, Commission shall be immediately due and payable by Seller. If closing fails due to buyer default and Seller retains earnest money, Broker shall be entitled to _____ % or \$ _____ of the forfeited earnest money, not to exceed the Commission, with the balance to Seller.

8.3 Sale During Listing Term. If the Property is sold, exchanged, or otherwise transferred during the Listing Term, including any automatic extension under Section 5.3, the Commission is owed per this Section 8.

8.4 Compensation for Introduction. If within the Protection Period under Section 9, Seller enters into a contract to sell or otherwise transfers the Property to a person or entity introduced to the Property during the Listing Term by Broker or a cooperating broker, Commission shall be owed as if the sale occurred during the Listing Term, unless a valid subsequent exclusive listing with another licensed broker is in effect and that broker is the procuring cause of the sale.

8.5 Cooperating Brokers. Broker is authorized to offer and share compensation with cooperating brokers, including buyer's brokers, in the amount of: (a) MLS offer to cooperating brokers: _____ % or \$ _____; (b) non-MLS cooperating brokers: _____ % or \$ _____. Any such offer may be modified by Broker in Broker's discretion to facilitate a transaction, provided Seller's net proceeds are not adversely affected without Seller's consent.

8.6 Leasing or Other Transactions. If the parties have authorized lease or other dispositions under Section 4.4, the compensation for such transactions shall be: _____.

PROTECTION PERIOD

9.1 Length. The Protection Period shall be _____ calendar days after the Expiration Date or earlier termination of this Agreement.

9.2 Prospect List. Within _____ days after expiration or termination, Broker shall deliver to Seller a written list of prospective buyers or brokers who, during the Listing Term, (a) physically visited the Property, (b) inquired in writing and were provided material information, or (c) submitted an offer. Broker's rights under this Section apply only to persons on such written list.

9.3 Exclusions. No Commission is owed under this Section 9 if, after expiration or termination, Seller enters into a valid exclusive right-to-sell listing with another licensed broker and that broker is the procuring cause of the sale to a person not on Broker's written list.

MARKETING AUTHORIZATION

10.1 Authorization. Seller authorizes Broker to advertise and market the Property, including by signage, print, digital, social media, email, MLS, and open houses, subject to lawful restrictions and any HOA or municipal rules.

10.2 Materials. Seller authorizes Broker to create, use, and distribute photographs, video, floor plans, virtual tours, 3D scans, renderings, and descriptive materials of the Property for marketing and comparative market analysis purposes.

10.3 Removal. Upon closing or termination, Broker shall make commercially reasonable efforts to remove or update marketing materials within a reasonable time; archival retention is addressed in Section 16.

PROPERTY ACCESS AND LOCKBOX AUTHORIZATION

11.1 Access Seller authorizes Broker and cooperating brokers to access the Property for showings and related activities during reasonable hours, subject to advance notice where practicable and compliance with agreed showing instructions.

11.2 Lockbox. Lockbox installation is: ☐ Authorized ☐ Not Authorized. If authorized, Broker may install a lockbox and disseminate access credentials to licensed brokers and service providers as reasonably necessary. Seller acknowledges that lockboxes may increase the risk of unauthorized access and agrees to hold Broker harmless for losses not caused by Broker's gross negligence or willful misconduct.

11.3 Appointments. Broker may use showing services or scheduling platforms to coordinate appointments and maintain records of showings.

SELLER REPRESENTATIONS

Seller represents and warrants to Broker that, to Seller's knowledge: (a) Seller has full authority to enter into and perform this Agreement and to list and sell the Property; (b) all information provided to Broker regarding the Property is accurate and not misleading in any material respect; (c) there are no other active listing agreements for the Property, except as disclosed in writing to Broker; (d) no party holds a right of first refusal, option, or other purchase right except as disclosed in writing; and (e) the execution and performance of this Agreement do not violate any agreement to which Seller is a party.

AGENCY RELATIONSHIP

13.1 Seller Representation. Unless otherwise agreed in writing, Broker and Listing Agent shall act as Seller's agent with duties as required under Montana law.

13.2 Dual Agency. Dual agency, where Broker or a single agent represents both Seller and buyer in the same transaction, is permitted only with informed written consent of all parties as required by law. Seller: ☐ Consents ☐ Does Not Consent. If consented to, a separate written disclosure and consent will be executed at the time dual agency arises.

13.3 Designated Agency. If applicable, Broker may designate separate licensees within Broker's firm to exclusively represent different clients in the same transaction, consistent with Montana law. Seller authorizes designated agency: ☐ Yes ☐ No.

13.4 Limited Duties in Dual/Designated Agency. In any dual or designated agency situation, Broker's duties may be limited as required by law, including restrictions on disclosure of confidential information without written consent.

DISPUTE RESOLUTION

14.1 Mediation. The parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement by non-binding mediation before commencing litigation. Mediation shall occur in _____ County, Montana, with a mediator mutually selected and fees shared equally, unless otherwise agreed.

14.2 Litigation and Venue. If mediation is unsuccessful, either party may file suit. This Agreement is governed by the laws of the State of Montana. Venue and jurisdiction shall lie in the state courts located in _____ County, Montana, unless otherwise required by law.

14.3 Attorneys' Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, unless prohibited by law or court order.

FAIR HOUSING COMPLIANCE

The Property shall be marketed and all services performed in compliance with applicable federal, state, and local fair housing laws. Broker will not accept or convey any instruction that violates fair housing laws.

DATA AND MARKETING AUTHORIZATION

16.1 Listing Data. Seller authorizes Broker and MLSs to collect, use, publish, reproduce, edit, display, and distribute listing information, including price, property characteristics, media, and status changes, during and after the Listing Term.

16.2 Media Rights. Seller grants Broker a nonexclusive, royalty-free license to create and use photographs, video, floor plans, virtual tours, and related media for marketing and archival purposes, including after closing for comparative market analysis, appraisals, and business records.

16.3 Syndication. Seller authorizes Broker and MLSs to syndicate listing content to third-party websites, mobile applications, and data aggregators. Broker does not control third-party sites and is not responsible for their continued display, removal timelines, or accuracy once data is syndicated.

16.4 Owner-Provided Media. Seller represents Seller has rights to any owner-provided media and grants Broker permission to use such media without additional charge; Seller will indemnify Broker for third-party claims arising from misrepresentation of such rights.

16.5 Privacy. Broker may retain transactional and marketing data as part of Broker's business records, subject to applicable law and Broker's record retention policies.

NOTICES

17.1 Form of Notice. All notices under this Agreement shall be in writing and deemed delivered when (a) personally delivered; (b) sent by nationally recognized overnight courier; or (c) sent by electronic transmission (including email or e-sign platform) with confirmation of transmission to the addresses below or as later updated in writing.

17.2 Seller Notice Address. Name:

Address:

Email:

Phone:

17.3 Broker Notice Address. Brokerage:

Attn:

Address:

Email:

Phone:

17.4 Effectiveness. Notices are effective upon delivery, except notices sent after 5:00 p.m. Mountain Time are deemed delivered the next business day.

ENTIRE AGREEMENT AND MISCELLANEOUS

18.1 Entire Agreement. This Agreement, including any attached exhibits and addenda, constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior or contemporaneous discussions and agreements.

18.2 Amendments. Any amendment or modification must be in writing and signed by Seller and an authorized representative of Broker.

18.3 Severability. If any provision is found 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 to a successor entity or affiliate in connection with a merger, acquisition, or reorganization by providing notice to Seller.

18.5 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic or digital signatures, which shall be deemed originals and fully enforceable.

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

18.7 Headings. Headings are for convenience only and do not affect interpretation.

ADDITIONAL MONTANA-SPECIFIC PROVISIONS

19.1 Property Disclosure Requirements . Seller shall complete and provide any property disclosure forms required under Montana law, including disclosures of known material defects and conditions . If any required disclosure is delivered after acceptance of a purchase offer , statutory cancellation or rescission rights , if any, shall apply [insert specific statutory notice if required] .

19.2 Environmental Matters . Seller shall disclose known environmental conditions affecting the Property , including but not limited to underground storage tanks, asbestos-containing materials , lead-based paint (for pre-1978 residential properties), mold , or contamination . For properties built prior to 1978, federal lead-based paint disclosure requirements may apply; Seller agrees to provide any required disclosures and pamphlets to prospective buyers .

19.3 Radon and Other Hazards . Seller acknowledges that radon may exist at unsafe levels in buildings and agrees to disclose any known radon tests or mitigation systems. Buyer may independently test for radon as part of due diligence , subject to purchase agreement terms . Seller further agrees to disclose any known natural hazard conditions or local regulatory requirements affecting the Property .

19.4 Local Regulations ; HOA . Seller shall disclose any homeowners association rules , assessments, covenants , conditions , restrictions , zoning or short-term rental restrictions , well and septic permits , water rights , and any local transfer or inspection requirements applicable to the Property .

19.5 Water and Mineral Rights . If water , mineral , or other appurtenant rights are to be included or excluded from the sale, Seller shall specify such rights in the purchase agreement and disclose any reservations or encumbrances .

SIGNATURES

SELLER PRINTED NAME 1

SELLER SIGNATURE 1

SELLER:

Printed Name :

Signature :

SELLER DATE 1

Date:

SELLER PRINTED NAME 2

SELLER SIGNATURE 2

CO-SELLER (IF APPLICABLE):

Printed Name :

Signature :

SELLER DATE 2

Date:

BROKER REPRESENTATIVE NAME

BROKER:

Brokerage Firm :

By (Authorized Representative):

BROKER SIGNATURE

Title :

Signature :

BROKER DATE

Date:

LISTING AGENT NAME

LISTING AGENT ACKNOWLEDGMENT:

Listing Agent Printed Name :

Montana License No.:

LISTING AGENT SIGNATURE

Signature :

LISTING AGENT DATE

Date:

Brokerage Information :

Brokerage License No.:

Office Address:

Office Phone/Email:

EXHIBIT A: LEGAL DESCRIPTION (IF ATTACHED)

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.