

EXCLUSIVE AGENCY LISTING AGREEMENT (ALASKA)



THE MLS THAT DOES MORE

Exclusive Agency Listing Agreement

This Exclusive Agency Listing Agreement ("Agreement") is a legally binding contract. If not understood, seek competent legal advice.

1. PARTIES

This Agreement is made on _____ (the "Effective Date") between:

1.1. Seller:

(Legal Name(s) of Owner(s) of Record)

Address:

Phone:

Email:

Hereinafter referred to as "Seller."

1.2. Broker:

(Legal Name of Real Estate Brokerage Firm)

Address:

Phone:

Email:

Represented by Licensee:

License #:

Hereinafter referred to as "Broker."

Seller and Broker agree to the terms and conditions set forth herein for the marketing and sale of the real property described below.

2. PROPERTY

Seller hereby grants Broker the exclusive agency to sell the real property located in the State of Alaska, commonly known as:

2.1. Property Address:

City: _____, State: Alaska, Zip Code: _____

Borough/Municipality: _____

Tax Parcel ID Number(s): _____

2.2. Legal Description:

(or see attached exhibit)

2.3. Included Items: The real property, all improvements, fixtures, and appurtenances thereon, and all items permanently attached thereto, including but not limited to, all heating, plumbing, electrical, and lighting fixtures, attached floor coverings, attached mirrors, window shades, blinds, screens, storm doors, storm windows, awnings, garage door openers and controls, and landscaping.

2.4. Personal Property: The following personal property is included in the sale:

The real property, included items, and personal property are collectively referred to as the "Property."

3. GRANT OF EXCLUSIVE AGENCY LISTING

Seller grants Broker the exclusive agency to market and sell the Property for the Listing Term. This means that if Broker or any other real estate broker procures a buyer who is ready, willing, and able to purchase the Property on the terms of this Agreement or other terms acceptable to Seller, Seller agrees to pay Broker the Commission.

Seller expressly reserves the right to sell the Property directly to a buyer procured by Seller without the assistance of Broker or any other real estate broker. If Seller sells the Property through Seller's own efforts, Seller shall not owe any Commission to Broker.

Seller agrees to refer all inquiries concerning the Property to Broker during the Listing Term.

Seller Initials: _____

Broker Initials: _____

4. LISTING TERM AND PRICE

4.1. Listing Term: This Agreement shall commence on _____ and shall expire at 11:59 PM Alaska Time on _____ (the "Listing Term").

4.2. Listing Price: The Property shall be offered for sale at a price of \$ _____ on the following terms:
(e.g., Cash, Conventional, FHA, VA, etc.) (the "Listing Price").

5. BROKER'S DUTIES

Broker agrees to use professional diligence to market the Property and procure a buyer. Broker's duties include, but are not limited to:

- Marketing the Property as authorized by Seller.
- Presenting all offers and counteroffers to and from Seller in a timely manner.
- Assisting Seller in negotiating and fulfilling the terms of a purchase agreement.
- Complying with all applicable federal, state, and local laws.

6. SELLER'S REPRESENTATIONS AND OBLIGATIONS

6.1. Representations: Seller represents that Seller has the legal authority to convey the Property; the Property is free of all encumbrances, except as disclosed; all information provided to Broker is true and correct to the best of Seller's knowledge; and Seller is not a party to any other listing agreement for the Property.

6.2. Obligations: Seller agrees to:

- Cooperate with Broker in the marketing and sale of the Property.
- Make the Property available for showings at reasonable times.
- Provide Broker with all necessary documents and disclosures, including the Alaska Residential Real Property Transfer Disclosure Statement.
- Maintain the Property in its present condition and keep all utilities active.
- Refer all inquiries regarding the sale of the Property to Broker.

7. MARKETING AUTHORIZATION

Seller authorizes Broker to market the Property as follows (check all that apply):

Multiple Listing Service (MLS): Broker is authorized to submit information about the Property to any Multiple Listing Service(s) Broker deems appropriate. Seller understands that MLS submission will result in the Property information being disseminated to other brokers and the public.

Internet Advertising: Broker is authorized to advertise the Property on the internet, including on Broker's website, other brokerage websites, and third-party websites. Seller understands that address information may be included.

Signage: Broker is authorized to place a "For Sale" sign on the Property.

Lockbox: Broker is authorized to place a lockbox on the Property to permit access for showings by other licensed real estate professionals. Seller acknowledges that Broker, other licensees, and potential buyers may have access to the Property and Seller has taken precautions to safeguard or remove valuables. Seller releases Broker and those working through Broker from all liability and responsibility in connection with any loss or damage that may occur.

No Lockbox

8. COMMISSION

8.1. Commission Amount: If this Agreement results in a sale or other transfer of the Property, Seller agrees to pay Broker a total commission of:

% of the gross sales price, OR

A flat fee of \$
(the "Commission").

8.2. Cooperating Broker Compensation: Broker is authorized to offer compensation to a cooperating broker who procures the buyer. The compensation offered shall be:

% of the gross sales price, OR

A flat fee of \$

8.3. Commission Earned: The Commission is earned when Seller enters into a binding agreement to sell the Property, or when Broker procures a buyer ready, willing, and able to purchase the Property at the Listing Price and terms, or at another price and terms acceptable to Seller.

8.4. Commission Payable: The Commission is payable at the closing of the sale. If the sale does not close due to Seller's default, the full Commission shall be immediately due and payable.

8.5. Protection Period: If, within days after the expiration or termination of this Agreement, Seller sells or agrees to sell the Property to any person to whom the Property was shown or who made an inquiry about the Property during the Listing Term, Seller agrees to pay Broker the full Commission. This provision shall not apply if Seller has entered into a valid listing agreement with another licensed real estate broker.

8.6. No Commission Due for Seller-Procured Sale: Notwithstanding any other provision herein, if Seller, acting independently and without the assistance of Broker or any other real estate licensee, procures a buyer for the Property, no Commission shall be due to Broker.

Seller Initials:

9. AGENCY RELATIONSHIPS (ALASKA REQUIRED DISCLOSURE)

Seller acknowledges receipt of the Alaska Real Estate Commission Consumer Disclosure pamphlet. The agency relationship between Seller and Broker is as follows (select one):

Seller's Agent (Specific Agency): Broker and its licensees represent the Seller exclusively.

Designated Licensee Agency: The specific licensee named in Section 1.2 is designated to represent the Seller. Other licensees in the same firm may represent the buyer.

Dual Agency: Broker and its licensees may represent both the Seller and the buyer in the same transaction. This is only permitted with the informed written consent of both parties.

Neutral Licensee: Broker acts as a neutral party and does not represent either the Seller or the buyer, but assists both parties with the transaction.

Consent to Dual Agency:

Seller consents to Broker acting as a dual agent, representing both Seller and a potential buyer in the same transaction. Seller understands that in a dual agency relationship, the Broker owes duties of confidentiality and accounting for funds to both parties, but cannot advocate for one party over the other.

Seller does not consent to dual agency.

10. SELLER DISCLOSURES

Seller has completed or will complete the Alaska Residential Real Property Transfer Disclosure Statement as required by law. Seller is responsible for the accuracy of the information in the disclosure statement and agrees to indemnify and hold Broker harmless from any claims arising from inaccuracies or omissions in the statement. Seller agrees to provide any other legally required disclosures, such as for lead-based paint for homes built before 1978.

11. EARNEST MONEY

Seller authorizes Broker to accept an earnest money deposit with any offer. The earnest money shall be held in Broker's trust account, or by another neutral party such as a title company, in accordance with Alaska law. In the event of a dispute between Seller and buyer regarding the disposition of earnest money, Broker shall retain the funds in trust until Broker receives a written release signed by all parties, or a court order.

12. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall be resolved as follows:

Mediation: The parties agree to first attempt to resolve the dispute through mediation with a mutually agreed-upon mediator. The cost of mediation shall be shared equally.

Litigation: Any dispute shall be resolved by litigation in a court of competent jurisdiction in the State of Alaska.

13. FAIR HOUSING

The Property will be offered and sold in compliance with all federal, state, and local fair housing laws, without regard to race, color, religion, sex, disability, familial status, national origin, or any other protected class.

14. INDEMNIFICATION

Seller agrees to indemnify and hold Broker harmless from and against any and all claims, liabilities, damages, or costs (including reasonable attorney's fees) arising from (a) any incorrect or undisclosed information provided by Seller, (b) any material facts concerning the Property that Seller failed to disclose, or (c) any loss or damage to property or injury to persons on the Property.

15. GENERAL PROVISIONS

15.1. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Venue for any legal action shall be in the judicial district where the Property is located.

15.2. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements. This Agreement may only be modified in writing and signed by all parties.

15.3. Notices: Any notice required under this Agreement shall be in writing and delivered to the addresses in Section 1 by one of the following methods:

- Personal Delivery
- U.S. Mail
- Email
- Facsimile

15.4. Electronic Signatures: The parties agree that this Agreement may be executed by electronic signatures, which shall be considered as original signatures.

15.5. Authority of Signatories: Each party represents and warrants that the person signing this Agreement on its behalf has the full authority to do so.

16. ADDENDA AND DISCLOSURES

The following addenda and disclosures are attached to and made a part of this Agreement:

Alaska Residential Real Property Transfer Disclosure Statement

Lead-Based Paint Disclosure

Condominium or HOA Documents

Other:

Other:

17. SIGNATURES

By signing below, the parties acknowledge that they have read, understand, and agree to the terms and conditions of this Exclusive Agency Listing Agreement.

BROKER:

BROKERAGE FIRM NAME:

AUTHORIZED SIGNATURE:

DATE:

PRINTED NAME:

TITLE:

LICENSEE NAME (IF DIFFERENT):

LICENSE #:

SELLER:

SELLER SIGNATURE:

DATE:

PRINTED NAME:

SELLER SIGNATURE:

DATE:

PRINTED NAME:

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.