

OPEN LISTING AGREEMENT (Alaska)

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



THE MLS THAT DOES MORE

1. PARTIES

1.1. Seller: Seller Name:

Seller Name:

Address:

Phone:

Email:

1.2. Broker: Brokerage Firm Name:

Address:

Phone:

Email:

Alaska Real Estate License #:

1.3. Agent: Agent Name:

Phone:

Email:

Alaska Real Estate License #:

This Agreement is entered into on this date,
the Seller and the Broker.

("Effective Date"), between

2. PROPERTY

2.1. Location: The real property subject to this Agreement ("Property") is located at: Property

Address:

City:

, Borough/Municipality:

State: Alaska, Zip:

2.2. Legal Description:

Tax Parcel ID #:

3. NATURE OF LISTING

3.1. Type of Listing: This is an Open Listing Agreement.

Open (Non-Exclusive) Listing. Seller grants Broker the non-exclusive right to market and procure a buyer for the Property. Seller understands and agrees that:

- (a) Seller may enter into similar open listing agreements with other real estate brokers.
- (b) Seller retains the right to sell the Property independently, without the assistance of any broker.
- (c) Broker is entitled to the Compensation specified in Section 8 only if Broker is the procuring cause of a sale, lease, or exchange of the Property.

4. LISTING PRICE

4.1. Price: The Property is offered for sale at the following price ("Listing Price"): \$ _____ (_____ Dollars).

4.2. Price Adjustments: Seller reserves the right to adjust the Listing Price upon written notice to Broker.

5. TERM OF AGREEMENT

5.1. Term: This Agreement shall commence on the Agreement Start Date and shall expire at 11:59 PM Alaska Time on the Agreement End Date, unless terminated earlier in accordance with its terms. Agreement Start Date:

Agreement End Date:

6. BROKER DUTIES

Broker agrees to use commercially reasonable efforts to procure a buyer for the Property, which may include, but is not limited to:

- (a) Marketing the Property as authorized by Seller in Section 11.
- (b) Receiving and promptly presenting all offers and counteroffers to Seller.
- (c) Assisting Seller in negotiating the terms of a purchase agreement.
- (d) Complying with all applicable federal, state, and local laws, including fair housing laws.

7. SELLER OBLIGATIONS

Seller agrees to:

- (a) Provide Broker with accurate and complete information regarding the Property.
- (b) Cooperate with Broker in marketing the Property and scheduling showings.
- (c) Promptly notify Broker of any offers received directly by Seller or through another broker.
- (d) Hold Broker harmless from any liability or damages arising from incorrect information supplied by Seller.

8. COMPENSATION

8.1. Entitlement: Broker's Compensation is earned only if Broker is the procuring cause of a sale, lease, or exchange of the Property that results in a binding contract executed during the term of this Agreement. "Procuring Cause" shall mean the uninterrupted series of causal events which results in the successful transaction.

8.2. Compensation Amount: (Select one)

Percentage of Sale Price:

% of the final gross sale price.

Flat Fee: \$

Other:

9. COMPENSATION SOURCE

Compensation shall be paid from the following source at the time of closing: (Select one or more)

Paid by Seller from sale proceeds.

Paid by Buyer.

Paid by a cooperating broker as per a separate agreement.

Other:

10. PROTECTION PERIOD (OPTIONAL)

No Protection Period: This Agreement does not include a protection period.

Protection Period Applies: If, within _____ days after the expiration or termination of this Agreement, Seller enters into a contract to sell the Property to any person with whom Broker or its agents had substantial negotiations or to whom the Property was shown during the term of this Agreement, Seller agrees to pay Broker the Compensation specified in Section 8. This provision shall not apply if Seller has entered into a valid exclusive listing agreement with another licensed real estate broker.

11. MARKETING AUTHORIZATION

Seller authorizes Broker to perform the following marketing activities: (Select all that apply)

Market the Property to the public and other real estate professionals.

Place "For Sale" signage on the Property.

Advertise the Property on the internet, including on Broker's website and third-party websites.

Submit the Property listing to a Multiple Listing Service (MLS). Seller acknowledges that MLS submission may require an offer of cooperative compensation to other brokers.

Other:

12. AGENCY RELATIONSHIP

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

Specific Representation of Seller: Broker and its agents will act as the agent of the Seller only.

Neutral Licensee (Transaction Broker/Facilitator): Broker will not represent either the Seller or the buyer but will assist both parties as a neutral facilitator to complete the transaction.

13. DUAL AGENCY

Dual agency arises when a broker represents both the buyer and the seller in the same transaction. Dual agency is only permitted with the informed written consent of all parties.

Seller Consents to Dual Agency: Seller consents to Broker acting as a dual agent.

Seller Does Not Consent to Dual Agency: Seller does not consent to Broker acting as a dual agent.

14. FAIR HOUSING

Broker shall conduct all activities in compliance with federal, state, and local fair housing laws and regulations. The Property will be offered and shown to all persons without regard to race, color, religion, sex, disability, familial status, national origin, or other protected class.

15. DEFAULT AND TERMINATION

Either party may terminate this Agreement for a material breach by the other party, provided that written notice of the breach is given and the breaching party fails to cure the breach within 10 days. Seller may terminate this Agreement at any time for any reason upon written notice to Broker, subject to the terms of the Protection Period in Section 10, if applicable.

16. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall be resolved by the method selected below: (Select one)

Mediation: The parties agree to first attempt to resolve the dispute through mediation with a mutually agreed-upon mediator.

Arbitration: The dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

Litigation: The dispute shall be resolved by litigation in a court of competent jurisdiction.

17. NOTICES

All notices required under this Agreement shall be in writing and delivered by one of the following methods. Notice shall be effective upon receipt. (Select one or more)

- Personal Delivery
- Certified Mail, Return Receipt Requested
- Commercial Courier (e.g., FedEx, UPS)
- Email to the addresses listed in Section 1.

18. TIME AND DEADLINES

Time is of the essence for all provisions of this Agreement.

19. STATE-SPECIFIC PROVISIONS (ALASKA)

This Agreement is subject to the Alaska Real Estate License Law (AS 08.88) and its associated regulations. Seller acknowledges receipt of the Alaska Real Estate Commission Consumer Disclosure form as required by law.

20. ELECTRONIC SIGNATURES AND COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that electronic signatures shall be as valid as original signatures.

21. ENTIRE AGREEMENT

This Agreement, including any attached addenda, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may only be modified in writing and signed by all parties.

22. AUTHORITY OF SIGNATORIES

Each signatory to this Agreement represents and warrants that they have the full legal authority to execute this Agreement on behalf of the party for whom they sign.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Any legal action arising from this Agreement shall be brought in the appropriate court in the judicial district where the Property is located.

SUMMARY OF LISTING TERMS

Property Address:

Listing Price: \$

Agreement Term: to

Compensation:

ATTACHED DISCLOSURES AND AGREEMENTS

The following documents are attached to and made a part of this Agreement: (Select all that apply)

Alaska Real Estate Commission Consumer Disclosure Form
Seller’s Property Disclosure Statement
Lead-Based Paint Disclosure (if applicable)
Other:
Other:

EXECUTION/SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SIGNATURES

BROKER:

BROKERAGE FIRM NAME:

BY (BROKER/AUTHORIZED SIGNATORY)
SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

SELLER:

SELLER SIGNATURE:

PRINTED NAME:

DATE:

SELLER:

SELLER SIGNATURE:

PRINTED NAME:

DATE:

AGENT (IF APPLICABLE):

AGENT SIGNATURE:

PRINTED NAME:

DATE:

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.

