

EXCLUSIVE AGENCY LISTING AGREEMENT (ARKANSAS) **MyStateMLS**

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

THE MLS THAT DOES MORE

Arkansas Exclusive Agency Listing Agreement

1. PARTIES

This Agreement is entered into on this date, ("Effective Date"), between:

1.1. Seller:

Name(s):

Address:

City, State, Zip:

Phone:

Email:

(Hereinafter referred to as "Seller").

1.2. Broker:

Brokerage Firm Name:

Address:

City, State, Zip:

Phone:

Email:

Represented by Agent:

License #:

(Hereinafter referred to as "Broker").

2. PROPERTY

Seller hereby grants Broker the exclusive agency to sell the real property located at:

Street Address:

City:

, County:

, Arkansas, Zip:

(Hereinafter referred to as the "Property").

2.1. Legal Description:

Parcel Number(s):

2.2. Included Items: The Property includes all existing improvements, fixtures, and appurtenances, including but not limited to: all built-in appliances, heating and cooling systems, plumbing and electrical fixtures, light fixtures, ceiling fans, window treatments, garage door openers, and landscaping unless specifically excluded below.

Other included items:

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

3. GRANT OF EXCLUSIVE AGENCY LISTING

Seller grants Broker the exclusive agency to market and sell the Property for the Listing Term. Seller reserves the right to sell the Property directly to a buyer procured solely by Seller without the assistance of Broker or any other real estate licensee. In such an event, no Commission shall be due to Broker. Seller agrees to refer all inquiries concerning the Property from other brokers, agents, or prospective buyers to Broker during the Listing Term.

4. LISTING PRICE AND TERM

4.1. Listing Price: The Property shall be offered for sale at a price of \$ _____ ("Listing Price"), on terms acceptable to Seller.

4.2. Listing Term: This Agreement shall commence on _____ and shall expire at 11:59 p.m. on _____ ("Listing Term").

5. BROKER AUTHORITY AND DUTIES

Broker is authorized to and agrees to:

- Use diligent efforts to procure a buyer for the Property.
- Market the Property as authorized by Seller in Section 7.
- Place a "For Sale" sign on the Property, if authorized.
- Install a lockbox on the Property, if authorized.
- Present all offers and counteroffers in a timely manner.
- Assist Seller in negotiating and fulfilling the terms of a purchase agreement.
- Comply with all applicable federal, state, and local laws, including Arkansas Real Estate License Law.

6. SELLER REPRESENTATIONS AND OBLIGATIONS

Seller represents and agrees to:

- Cooperate with Broker in marketing and showing the Property.
- Provide Broker with accurate and complete information regarding the Property.
- Complete and provide an Arkansas Seller's Property Disclosure form.
- Make the Property available for showings at reasonable times.
- Refer all inquiries regarding the sale of the Property to Broker.
- Represent that Seller has the legal authority to convey title to the Property.
- Hold Broker harmless from any liability or damages arising from incorrect information supplied by Seller.

7. MARKETING AND ADVERTISING AUTHORIZATION

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

- Place a "For Sale" sign on the Property.
- Install a lockbox on the Property.
- Advertise the Property on the internet, including brokerage websites and third-party portals.
- Take interior and exterior photographs and/or videos of the Property for marketing purposes.
- Distribute flyers and other marketing materials.
- Host open houses or other promotional events.
- Other: _____

8. MULTIPLE LISTING SERVICE (MLS) AND BROKER COOPERATION

8.1. MLS Participation:

Authorization: Seller authorizes Broker to submit information about the Property to one or more Multiple Listing Services (MLS) for dissemination to its participants. Seller understands that MLS submission will result in the Property's information being widely available.

Waiver: Seller instructs Broker to NOT submit the Property to any MLS. Seller understands this may limit the Property's exposure to potential buyers.

8.2. Broker Cooperation: Broker is authorized to cooperate with and offer compensation to other licensed real estate brokers. The compensation offered to a:

Buyer's Agent shall be:	% of the gross sales price or a flat fee of \$	.
Subagent shall be:	% of the gross sales price or a flat fee of \$	.
Transaction Broker shall be:	% of the gross sales price or a flat fee of \$	.

9. COMMISSION AND COMPENSATION

9.1. Commission: In consideration of Broker's services, Seller agrees to pay Broker a commission of % of the gross sales price of the Property OR a flat fee of \$ ("Commission").

9.2. Commission Earned: The Commission shall be earned, due, and payable at closing if, during the Listing Term, Broker or any other real estate licensee procures a buyer who is ready, willing, and able to purchase the Property on the terms herein or on any other price and terms acceptable to Seller.

9.3. No Commission Owed: No Commission is due to Broker if Seller, acting alone and without the assistance of any real estate licensee, procures the buyer for the Property.

9.4. Compensation Protection Period: If, within days after the expiration or termination of this Agreement, Seller enters into a contract to sell the Property to any person to whom the Property was shown or introduced by Broker or a cooperating broker during the Listing Term, Seller agrees to pay the Commission to Broker. This provision shall not apply if Seller has entered into a valid listing agreement with another licensed real estate broker.

10. SHOWING INSTRUCTIONS AND LOCKBOX

10.1. Showing Instructions:

10.2. Lockbox Authorization:

Authorized: Seller authorizes Broker to place a lockbox on the Property. Seller acknowledges that various parties, including other brokers, their clients, appraisers, and inspectors, may have access to the Property. Seller releases Broker and any person using the lockbox from all liability for any loss, damage, or injury to any person or property arising from the use of the lockbox.

Not Authorized: Seller does not authorize the use of a lockbox.

11. SELLER DISCLOSURES AND PROPERTY CONDITION

Seller agrees to provide a completed and signed Seller's Property Disclosure form as required by Arkansas law. If the Property was built before 1978, Seller must also provide a completed federal Lead-Based Paint and Lead-Based Paint Hazards Disclosure form. Seller is responsible for the accuracy of these disclosures.

12. EARNEST MONEY

Seller authorizes Broker to accept and hold any earnest money deposit in Broker's trust account in accordance with Arkansas Real Estate Commission regulations. In the event of a dispute between Seller and a buyer regarding the earnest money, Broker may retain the funds in the trust account until a written release is signed by all parties or until a court of competent jurisdiction issues an order for disbursement.

13. AGENCY RELATIONSHIPS AND DISCLOSURES

Seller acknowledges receipt of the Arkansas Real Estate Commission Agency Representation Disclosure form. Under this Agreement, the agency relationship between Seller and Broker is that of a Seller's Agent. Broker owes Seller the duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and accounting.

14. DUAL AGENCY DISCLOSURE AND CONSENT

Dual Agency occurs when a broker represents both the seller and the buyer in the same transaction. A dual agent must be neutral and cannot advocate for the interests of one party over the other.

Consent to Dual Agency: Seller acknowledges the potential for dual agency and consents to Broker acting as a Disclosed Dual Agent in a transaction where Broker also represents the buyer.

No Consent to Dual Agency: Seller does not consent to Broker acting as a Disclosed Dual Agent.

15. FAIR HOUSING COMPLIANCE

The parties agree to comply with all applicable federal, state, and local fair housing laws and regulations and shall not discriminate against any party on the basis of race, color, religion, sex, handicap, familial status, national origin, or other protected class.

16. INDEMNIFICATION AND LIMITATION OF BROKER LIABILITY

Seller agrees to indemnify and hold Broker harmless from and against all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from Seller's misrepresentation, breach of warranty, or failure to disclose any material information about the Property. Broker is not responsible for the security of the Property or for inspecting the Property for defects.

17. DISPUTE RESOLUTION

Any dispute arising under this Agreement shall be resolved by the method selected below:

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

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

18. DEFAULT AND REMEDIES

If Seller defaults under this Agreement, Broker may be entitled to the Commission as damages. If Broker defaults, Seller may terminate this Agreement and pursue any available legal or equitable remedies. The non-prevailing party in any legal action shall be responsible for the prevailing party's reasonable attorney's fees and costs.

19. NOTICES

All notices required under this Agreement must be in writing and shall be deemed delivered when:
(Check all that apply)

Delivered in person.

Sent by a recognized overnight courier service.

Sent by certified mail return receipt requested

Send by email to the addresses listed in Section 1.

20. STATE-SPECIFIC PROVISIONS (ARKANSAS)

This Agreement is subject to the Arkansas Real Estate License Law and the rules and regulations of the Arkansas Real Estate Commission.

21. GENERAL PROVISIONS

- 21.1. Electronic Signatures and Counterparts:** The parties agree that this Agreement may be executed by electronic signature and in multiple counterparts, each of which shall be deemed an original.
- 21.2. Entire Agreement and Amendments:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements. Any amendment must be in writing and signed by all parties.
- 21.3. Authority of Signatories:** Each signatory represents that they have the legal authority to enter into this Agreement and bind the respective party.
- 21.4. Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Venue for any legal action shall be in _____ County, Arkansas.

22. KEY DATES & ATTACHED ADDENDA

- 22.1. Key Dates:**
- Effective Date:
- Listing Start Date:
- Listing End Date:
- 22.2. Attached Addenda/Disclosures:** The following are attached and made a part of this Agreement:
- Seller's Property Disclosure
- Lead-Based Paint Disclosure
- Dual Agency Consent Addendum (if applicable)
- Other:
- Other:

SELLER(S):

SELLER SIGNATURE 1

Seller Signature:

Printed Name:

Date:

SELLER SIGNATURE 2

Seller Signature:

Printed Name:

Date:

BROKER:

Brokerage Firm:

BROKER AGENT SIGNATURE

By (Authorized Agent Signature):

Printed Name:

License Number:

Date:

Seller Initials:

/

Broker Initials:

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.