

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (ARKANSAS)

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

Arkansas Exclusive Listing Agreement

Seller Name:

Property Address:

Listing Price: \$ _____

Effective Date:

DEFINITIONS; PARTIES; PROPERTY

1.1 Parties. This Agreement is between the following parties:

Seller:

("Seller").

Broker:

, a licensed real estate
brokerage in Arkansas, License No.: _____, whose principal
office address is _____, telephone
_____, email _____ ("Broker").

Designated/Listing Agent (if any):

_____, Arkansas License No.: _____
, telephone _____, email _____
("Agent"). Agent is associated with Broker and acts on
Broker's behalf.

1.2 Property. The real property that is the subject of this Agreement ("Property") is: (a) Street
Address: _____ (b) City: _____

County: _____
State: Arkansas Zip: _____ (c) Legal Description (as in deed or survey): _____

(d) Parcel/Tax
ID No.: _____ (e) Included Improvements and Fixtures. All
buildings, structures, and fixtures permanently attached to the Property, together with all
appurtenant rights, easements, and hereditaments, and the following fixtures, if any: built-in
appliances, lighting fixtures, ceiling fans, attached mirrors, window treatments and hardware,
attached floor coverings, attached audio/visual mounts, landscaping and in-ground plantings,
mailbox, garage door openers and remotes, in-ground pool equipment, and permanently installed
systems. (f) Excluded Items (if any): _____ (g) Personal Property
Included (if any): _____

LISTING; EXCLUSIVE RIGHT; TERM

2.1 Grant of Exclusive Right to Sell. Seller grants to Broker the exclusive and irrevocable right and authority to market and sell the Property during the Listing Term, including the exclusive right to: (a) advertise and promote the Property; (b) list the Property in one or more multiple listing services as elected herein; (c) cooperate with and offer compensation to other licensed real estate brokers; (d) solicit, receive, and present offers; and (e) negotiate terms of sale on Seller's behalf subject to Seller's final approval.

2.2 Listing Type (select one): Exclusive Right to Sell Listing Exclusive Agency Listing
Other Listing Type:

2.3 Listing Price and Terms. (a) **Listing Price.** The Property shall be offered for sale at the following listing price ("Listing Price"): \$ _____, on terms acceptable to Seller. (b) **Price/Terms Changes.** Seller authorizes Broker to advertise the then-current Listing Price and terms. Any change to the Listing Price or material terms must be in a written modification signed by Seller and Broker.

2.4 Listing Term. This Agreement begins on the Effective Date and continues through _____ at 11:59 p.m. Central Time ("Listing Term"), unless earlier terminated in accordance with this Agreement. "Effective Date" means the date stated on page 1 above.

BROKER'S AUTHORITY AND DUTIES

3.1 Standard of Performance. Broker will use professional efforts consistent with customary practice in Arkansas residential resale transactions to market the Property during the Listing Term.

3.2 Marketing Plan. Subject to Seller's authorizations herein, Broker is authorized to: (a) prepare and distribute marketing materials; (b) place the Property on internet advertising platforms; (c) conduct open houses and private showings; (d) install signage; and (e) otherwise market the Property.

3.3 Offer Presentation and Negotiation. Broker will promptly present to Seller all written offers and counteroffers, and will assist with negotiations at Seller's direction. Seller retains sole discretion to accept, reject, or counter any offer.

3.4 Compliance. Broker will comply with applicable Arkansas real estate license laws and fair housing laws.

3.5 No Legal, Tax, or Engineering Advice. Broker and Agent do not provide legal, tax, accounting, survey, engineering, or other professional advice. Seller is advised to seek independent professional advice on such matters.

SELLER'S REPRESENTATIONS AND OBLIGATIONS

4.1 Authority. Seller represents having full authority to enter this Agreement and to sell and convey the Property, and that no other listing agreement is in effect covering the Property during the Listing Term.

4.2 Property Information. Seller will timely provide Broker complete and accurate information about the Property, including utilities, systems, repairs, assessments, association information, and any known material defects or adverse conditions.

4.3 Access; Showing Readiness. Seller will make the Property available for showings at reasonable times, keep the Property in show-ready condition, secure or remove valuables and sensitive information, and maintain utilities in service during the Listing Term.

4.4 Cooperation. Seller will cooperate with Broker's marketing efforts, promptly review and respond to offers, and execute documents reasonably necessary to effect the purposes of this Agreement.

4.5 Insurance and Risk. Seller remains responsible for maintaining casualty and liability insurance and for the care, custody, and control of the Property. Broker does not insure the Property and is not responsible for loss, theft, or damage.

MARKETING AND ADVERTISING; MLS; BROKER COOPERATION

5.1 Authorization to Market. Seller authorizes Broker to advertise and promote the Property in any media, including print, online, social media, syndication websites, and email, and to use photographs, video, floor plans, virtual tours, and Property information for such purposes.
Marketing Authorization: Authorized Not Authorized

5.2 Photographs and Media License. Seller grants Broker a nonexclusive, royalty-free license to create, display, reproduce, distribute, and sublicense photographs, video, floor plans, virtual tours, and other media of the Property for marketing during and after the Listing Term to the extent such materials are part of historical listing records. Seller represents that any media Seller provides may be used by Broker without infringing third-party rights.

5.3 MLS Participation. Broker may submit the listing to one or more multiple listing services and data exchanges and may offer compensation to cooperating brokers in accordance with MLS rules.
MLS Participation: Submit to MLS Withhold from MLS If withheld from MLS, Seller acknowledges that withholding may limit exposure and may affect market time and price.

5.4 Broker Cooperation and Compensation Offers. Broker is authorized to cooperate with other licensed brokers, including buyer's brokers and subagents, and to offer compensation to such brokers in Broker's discretion within the parameters below. Broker Cooperation: Cooperate with all licensed brokers Do not cooperate with subagents Do not cooperate with buyer brokers
Cooperating Broker Compensation Structure (select all that apply): Percentage of gross commission: % Flat fee: \$
Other:

COMMISSION AND COMPENSATION

6.1 Commission. Seller agrees to pay Broker a commission ("Commission") as compensation for services, calculated as follows (select one): % of the gross sales price Flat fee of \$
Other:

6.2 Earned; When Payable. The Commission is earned if during the Listing Term Broker, Seller, or any other person produces a ready, willing, and able buyer at the Listing Price or at any other price and terms acceptable to Seller, evidenced by a written contract for sale of the Property executed by Seller. The Commission is payable at closing from Seller's proceeds unless otherwise agreed in writing.

6.3 Commission on Seller's Default. If a binding sale contract is entered during the Listing Term and the transaction fails to close due to Seller's default or wrongful refusal to convey, the Commission shall be immediately due and payable by Seller upon such default, in the amount that would have been due at closing, in addition to any reimbursable marketing expenses authorized herein.

6.4 Additional Services; Fees. The following fees, if elected, are payable as stated: (a) Administrative/Technology/Compliance Fee (if any): \$ payable at closing. (b) Professional Staging/Media/Advertising Upgrades (if any): \$ payable as follows: (c) Other:

6.5 Cooperation with Buyers' Financing and Concessions. Seller authorizes Broker to negotiate customary concessions, closing cost payments, or repair credits; however, any such amounts may affect the Commission if Commission is based on gross price before concessions unless otherwise agreed in writing.

PROTECTION PERIOD (POST-EXPIRATION COMMISSION)

7.1 Protection Period. If, within _____ days after expiration or termination of the Listing Term ("Protection Period"), Seller enters into a contract to sell the Property to any person or entity who physically visited, inquired about, or was introduced to the Property through Broker or as a result of Broker's marketing during the Listing Term, then Seller shall pay the Commission to Broker at closing. Within _____ days after expiration or termination, Broker will deliver to Seller a written list of protected prospects. This Section does not apply if Seller enters into a valid exclusive right-to-sell listing with another licensed broker after expiration and a sale occurs through that broker without Seller's default.

SHOWING INSTRUCTIONS; ACCESS; LOCKBOX

8.1 Showing Instructions. Showings shall be by the following method: Appointment required through Broker/Agent Appointment required with Seller confirmation Go-and-show during these hours: _____ Other: _____

8.2 Lockbox Authorization. Seller authorizes Broker to install and use a lockbox to facilitate access for showings and inspections. Seller understands that a lockbox may permit access by persons with compatible keys or codes and that, while reasonable precautions are taken, unauthorized entry may occur. Seller accepts the associated risks. Lockbox: Authorized Not Authorized

8.3 Keys, Codes, and Security. Seller will provide necessary keys, fobs, gate codes, and alarm codes and will notify Broker of any changes. Seller is responsible for securing firearms, prescription medications, valuables, and personal information.

EARNEST MONEY; ESCROW

9.1 Earnest Money Handling. Seller authorizes Broker or another escrow agent named in the purchase contract to receive and hold earnest money deposits in a trust or escrow account in accordance with applicable law and the purchase contract. Earnest Money Holder (if known): _____

9.2 Disputes Over Earnest Money. In the event of a dispute over earnest money, the holder will disburse in accordance with the purchase contract and applicable law or court order.

AGENCY RELATIONSHIPS AND DISCLOSURES

10.1 Broker's Relationship to Seller. Broker will act as Seller's agent or limited agent as permitted by Arkansas law unless otherwise disclosed. Seller's Agency Election: Seller's Agent Limited Agent as permitted by law Other: _____

10.2 Cooperating Brokers. A cooperating broker may act as a buyer's agent, subagent, or in another capacity permitted by law, and compensation offered through MLS or otherwise does not determine agency.

10.3 Dual Agency / Limited Dual Representation. Where permitted by Arkansas law and with informed written consent of all parties, Broker may represent both Seller and a buyer in the same transaction through dual agency or limited dual representation, which may limit Broker's ability to advocate exclusively for either party. Dual Agency Consent: Consented Not Consented

If consented, the following disclosures apply: (a) Broker must treat both parties honestly; (b) Broker will not disclose either party's confidential information, including price or terms the parties are willing to accept other than as authorized; (c) Broker cannot advocate or negotiate exclusively for one party over the other; and (d) each party is advised to seek independent legal advice.

FAIR HOUSING; EQUAL OPPORTUNITY

11.1 Compliance. Broker and Seller agree to comply with all applicable fair housing and equal opportunity laws and to market and negotiate without unlawful discrimination.

SELLER DISCLOSURES; CONDITION; REPAIRS

12.1 Required Disclosures. Seller will complete and deliver to prospective buyers any Seller property condition disclosure statements and other disclosures required by law or agreed by the parties.

12.2 Latent Defects. Seller represents that Seller will disclose known latent material defects not readily observable that could significantly affect value or safety.

12.3 Repairs and Maintenance. Seller remains responsible for ongoing maintenance and repairs unless otherwise agreed in a purchase contract.

SIGNAGE; ACCESS DEVICES

13.1 Signage Authorization. Broker may place "For Sale," "Under Contract," and "Sold" signs on the Property where permitted by law and any association rules. Signage: ☐ Authorized ☐ Not Authorized

13.2 Access Devices. Broker may install signage riders, brochure boxes, QR codes, and other access or information devices. Access Devices: ☐ Authorized ☐ Not Authorized

PRICE CHANGES; MODIFICATIONS

14.1 Written Changes. Any change to Listing Price, compensation, Listing Term, or other material term must be in a written amendment signed by Seller and Broker.

14.2 Multiple Counterpart Amendments. Amendments may be signed in counterparts and by electronic signature as provided herein.

EXPENSES; REIMBURSEMENT

15.1 Broker-Incurred Marketing Expenses. Unless otherwise agreed below, Broker will bear ordinary marketing expenses. If Seller authorizes additional or premium marketing, Seller agrees to reimburse Broker as specified. Premium/Additional Marketing Authorized: ☐ Yes, budget not to exceed \$ _____, reimbursable as follows: ☐ No

INSURANCE; HOLD HARMLESS; LIMITATIONS

16.1 Indemnification. To the extent permitted by law, Seller agrees to indemnify and hold harmless Broker, Agent, and their affiliated licensees, employees, and contractors from and against third-party claims, damages, losses, costs, and attorney fees arising out of: (a) inaccurate information provided by Seller; (b) Seller's failure to disclose known material facts; (c) conditions of the Property not caused by Broker; or (d) Seller's breach of this Agreement.

16.2 Limitation of Liability. To the extent permitted by law, Broker's aggregate liability to Seller for claims arising out of this Agreement shall not exceed the amount of the Commission actually paid to Broker, except for claims resulting from Broker's gross negligence, willful misconduct, or violation of law.

16.3 Consequential Damages. Neither party shall be liable to the other for special, consequential, incidental, punitive, or exemplary damages arising from this Agreement, to the extent permitted by law.

DEFAULT; REMEDIES

17.1 Seller Default. If Seller breaches this Agreement, Broker may recover the Commission as provided herein, plus authorized reimbursable expenses.

17.2 Broker Default. If Broker materially breaches this Agreement and fails to cure within _____ days after written notice from Seller, Seller may terminate this Agreement without further obligation except for amounts then accrued.

17.3 Dispute Resolution Method (select one): Good-faith negotiation only; either party may pursue litigation Mediation as a condition precedent to litigation Binding arbitration

If Mediation or Arbitration is selected, the parties agree to reasonably cooperate in selecting a mutually acceptable neutral. Costs shall be shared equally unless otherwise awarded.

NOTICES

18.1 Notice Methods (select all that apply): Personal delivery Certified mail to the addresses below Overnight courier Email to the addresses below Text/SMS to the numbers below (limited to scheduling/operational notices; not for legal amendments)

18.2 Seller Notice Address:

Email:

Phone:

18.3 Broker Notice Address:

Email:

Phone:

18.4 Effective Time. Notices are effective upon delivery or, if by email, upon transmission without bounce-back to the designated address.

TIME; DEADLINES

19.1 Time is of the Essence. Time is of the essence for all deadlines in this Agreement.

19.2 Computation. If a deadline falls on a Saturday, Sunday, or Arkansas state or federal legal holiday, the deadline extends to the next business day.

STATE-SPECIFIC PROVISIONS (ARKANSAS)

20.1 Brokerage Relationships. Arkansas law permits single-agency, limited agency, and dual agency relationships with written consent. Broker will provide any required brokerage relationship disclosures to Seller and to prospective buyers as required.

20.2 Megan's Law and Sex Offender Registry. Broker has no duty to research or disclose the presence or location of registered sex offenders. Information may be obtained from law enforcement agencies or public registries. Seller and buyers are advised to conduct their own investigations.

20.3 Psychological Impacts. Broker has no duty to disclose that the Property was the site of a death, felony, or other psychological impact, except as required by law or as otherwise agreed.

20.4 Flood and Hazard Disclosures. Seller is advised to disclose known flooding, drainage, or other hazards affecting the Property and to provide any available prior insurance claims information.

20.5 Property Owners' Association. If the Property is subject to an association, Seller agrees to provide governing documents, dues, assessments, transfer fees, and contact information to Broker and prospective buyers.

ELECTRONIC SIGNATURES; COUNTERPARTS

21.1 Electronic Signatures. Signatures transmitted electronically (including via electronic signature platforms or scanned/email) are deemed originals and enforceable.

21.2 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument.

ENTIRE AGREEMENT; AMENDMENTS; ASSIGNMENT

22.1 Entire Agreement. This Agreement constitutes the entire agreement between Seller and Broker concerning the subject matter and supersedes all prior discussions and agreements.

22.2 Amendments. No amendment is effective unless in a signed writing by Seller and Broker.

22.3 Assignment. Broker may not assign this Agreement other than within its brokerage entity or to a successor brokerage in connection with reorganization or merger. Seller may not assign this Agreement without Broker's written consent.

AUTHORITY OF SIGNATORIES

23.1 Each person signing represents and warrants authority to bind the party on whose behalf the person signs. If Seller comprises more than one person or entity, all Sellers are jointly and severally bound.

GOVERNING LAW; VENUE

24.1 This Agreement is governed by the laws of the State of Arkansas without regard to conflicts principles.

24.2 Venue for any action arising from this Agreement shall be in a court of competent jurisdiction located in _____ County, Arkansas.

KEY DATES; LISTING SNAPSHOT

25.1 Effective Date:

25.2 Listing Term Expiration:

at 11:59 p.m. CT

25.3 Protection Period:

days

25.4 Listing Price: \$

25.5 Commission: % \$ Other:

25.6 Cooperating Broker Compensation: % \$
Other

25.7 Showing Instructions: Broker Appt Seller Confirm Go-and-Show Other

25.8 MLS: Submit Withhold

25.9 Marketing Authorization: Authorized Not Authorized

25.10 Lockbox: Authorized Not Authorized

25.11 Dual Agency: Consented Not Consented

25.12 Dispute Resolution: Negotiate/Litigate Mediation Arbitration

25.13 Notice Methods: Personal Certified Mail Courier Email Text

ADDENDA AND DISCLOSURES ATTACHED (CHECK ALL THAT APPLY)

Seller Property Disclosure Statement	Lead-Based Paint Disclosure (for properties built prior to 1978)	Condominium/POA/HOA Addendum
Wire Fraud Warning and Acknowledgment	Mold/Methamphetamine/Environmental Disclosure	Well/Septic Disclosure
Flood/Insurance Disclosure	Referral/Variable Commission Disclosure	Photography/Media Authorization Addendum
Price Change/Amendment	Other:	

ADDITIONAL TERMS

27.1 Additional Terms or Special Stipulations (if any):

SIGNATURE BLOCKS

SELLER SIGNATURE 1

SELLER SIGNATURE:

Date:

SELLER PRINTED NAME:SELLER PRINTED NAME 1

Phone:

Email:

SELLER SIGNATURE 2

SELLER SIGNATURE:

SELLER PRINTED NAME:SELLER PRINTED NAME 2

Date:

Phone:

Email:

If Seller is an entity:

Entity Name:

SELLER SIGNATURE 3

BY (AUTHORIZED SIGNER):

Phone:

Email:

Title:

Date:

BROKER ACCEPTANCE

BROKER SIGNATURE

BROKER SIGNATURE:

BROKER PRINTED NAME: *BROKER PRINTED NAME*

Date:

Arkansas License No.:

Brokerage Firm Name:

Brokerage License No.:

Office Address:

Phone:

Email:

DESIGNATED/LISTING AGENT (IF APPLICABLE)

AGENT SIGNATURE

AGENT SIGNATURE:

AGENT PRINTED NAME: *AGENT PRINTED NAME*

Date:

Arkansas License No.:

Phone:

Email:

RECEIPT AND ACKNOWLEDGMENT BY SELLER

Seller acknowledges receipt of a copy of this fully executed Agreement and the Arkansas agency disclosure, and understands that this Agreement creates an exclusive listing in favor of Broker for the Listing Term selected above.

Seller Initials:

Broker/Agent 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.***