LISTING WITHDRAWAL AGREEMENT (ARKANSAS)

Legally Binding Document

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Real Estate Listing Withdrawal Agreement

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

Effective Date:

This Agreement is entered into by and between the Seller and the Broker identified below and modifies the Listing Agreement for the Property also identified below.

1. PARTIES

1.1. Seller: (Individually and collectively, the "Seller")

1.2. Broker: Brokerage Firm Name

1.3. Agent: (The "Agent")

2. PROPERTY

2.1. Property Address: City: County: State: Arkansas Zip: (The "Property")

3. REFERENCE TO EXISTING LISTING AGREEMENT

3.1. This Agreement pertains to the real estate listing agreement entered into by the Seller and Broker concerning the Property. Original Listing Agreement Date: (The "Listing Agreement")

3.2. This Agreement hereby modifies and, where specified, terminates certain obligations under the Listing Agreement. All terms of the Listing Agreement not expressly modified or terminated by this Agreement shall remain in full force and effect.

4. WITHDRAWAL OF LISTING

4.1. As of the Withdrawal Date, the Seller and Broker agree to the following action regarding the Listing Agreement (select one):

Withdrawal Date:

☐ **Unconditional Termination:** The Listing Agreement is hereby terminated in its entirety. The Property is withdrawn from the market, and all rights and obligations of the parties under the Listing Agreement are terminated, except as otherwise provided in this Agreement.

☐ **Conditional Withdrawal:** The Property is withdrawn from active marketing for the remainder of the term of the Listing Agreement. The Listing Agreement is not terminated, and the Property may not be listed with another brokerage until the expiration of the original Listing Agreement term.

☐ **Temporary Withdrawal:** The Property is temporarily withdrawn from active marketing. The Listing Agreement remains in full force and effect. The Property will be placed back on the market on or before this date:

5. MLS AND MARKETING STATUS

5.1. Upon execution of this Agreement, Broker shall take the following actions (select all that apply):

☐ Change the Property's status in the Multiple Listing Service (MLS) to "Withdrawn" or "Cancelled" as appropriate and as permitted by MLS rules.

☐ Remove the Property entirely from the MLS.

☐ Cease all active marketing of the Property, including but not limited to removing signs, lockboxes, online advertisements, and other promotional materials.

☐ Other:

6. COMPENSATION AND COMMISSION RIGHTS

6.1. The parties agree that Broker's right to a commission shall be governed as follows (select one):

☐ **No Commission Owed:** Seller owes no commission or other compensation to Broker as a result of this Withdrawal, provided Seller does not enter into an agreement to sell or lease the Property in a manner that would have entitled Broker to a commission under the terms of the Protection Period defined in the Listing Agreement and this Agreement.

☐ **Commission Rights Preserved Under Protection Period:** Broker's right to a commission is preserved as defined in the Protection Period clause of the Listing Agreement and as further clarified in Section 7 of this Agreement. If the Property is sold, leased, or otherwise transferred to a Protected Buyer (as defined below) during the Protection Period, Seller shall pay Broker the commission specified in the Listing Agreement.

☐ **Withdrawal Fee:** Seller agrees to pay Broker a withdrawal fee in the amount of $ upon execution of this Agreement in consideration for Broker's marketing expenses and efforts. This fee is payable regardless of whether a commission is later earned.

☐ **Other:**

7. PROTECTION PERIOD

7.1. The parties agree to the following terms regarding the post-listing protection period (select one):

☐ **No Protection Period:** The protection period defined in the Listing Agreement is hereby waived. Broker shall have no right to a commission for any sale, lease, or transfer of the Property occurring after the Withdrawal Date.

☐ **Protection Period Applies:** The protection period defined in the Listing Agreement shall apply. Broker has provided or will provide Seller within days of the Withdrawal Date a written list of all parties ("Protected Buyers") to whom the Broker or Agent showed or submitted the Property during the term of the Listing Agreement.

7.2. Protection Period Length: The protection period shall be for days, commencing on the Withdrawal Date. Protection Period End Date:

8. SELLER REPRESENTATIONS AND OBLIGATIONS

8.1. Seller represents that they have the sole and exclusive authority to withdraw the Property from the market and to enter into this Agreement.

8.2. Seller acknowledges their potential obligation to pay a commission to Broker as specified in Sections 6 and 7 of this Agreement.

8.3. Seller agrees to promptly notify Broker if any negotiations occur with a Protected Buyer during the Protection Period.

9. BROKER OBLIGATIONS

9.1. Broker agrees to cease marketing the Property and update the MLS status as directed in Section 5 of this Agreement.

9.2. Broker agrees to provide the list of Protected Buyers to Seller in a timely manner if the Protection Period applies.

10. MUTUAL RELEASE

10.1. The parties agree to the following release of claims (select one):

☐ **Mutual Release:** Subject to the obligations set forth in this Agreement (including any surviving commission rights and Protection Period obligations), Seller and Broker hereby mutually release and discharge each other, their employees, agents, and affiliates from any and all claims, liabilities, demands, or causes of action arising from the Listing Agreement.

☐ **No Release:** This Agreement does not release either party from any claims or obligations under the Listing Agreement, other than the obligation to market the Property.

11. DISPUTE RESOLUTION

11.1. Any dispute arising from this Agreement shall be resolved by the method selected below:

☐ **Mediation:** The parties agree to attempt to resolve any dispute through mediation before pursuing any other legal remedy.

☐ **Arbitration:** The parties agree to submit any dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

☐ **Litigation:** The parties may resolve any dispute through litigation in a court of competent jurisdiction in the county where the Property is located.

12. NOTICES

12.1. All notices required under this Agreement must be in writing and delivered to the parties at their addresses below. Notice shall be deemed delivered upon receipt. Select all applicable delivery methods:

☐ Personal Delivery
☐ Certified Mail, Return Receipt Requested
☐ Email
☐ Overnight Courier

Seller Notice Address:
Name:
Address:
Email:

Broker Notice Address:
Name:
Address:
Email:

13. GENERAL PROVISIONS

13.1. **Time is of the Essence:** Time is of the essence in this Agreement.

13.2. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

13.3. Entire Agreement: This Agreement, together with the surviving provisions of the Listing Agreement, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements. This Agreement may only be modified in writing signed by all parties.

13.4. Counterparts and Electronic Signatures: 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. Electronic signatures shall be deemed as original signatures.

13.5. Authority of Signatories: Each individual signing this Agreement represents and warrants that they are duly authorized to do so.

SUMMARY OF WITHDRAWAL TERMS

Withdrawal Date:

Protection Period Applies: ☐ Yes ☐ No

Protection Period End Date:

Commission/Fee Obligation: Refer to Section 6.

RELATED DOCUMENTS

The following documents are incorporated by reference or attached hereto:

☐ Listing Agreement dated

☐ List of Protected Buyers

☐ Other:

IN WITNESS WHEREOF, the parties have executed this Listing Withdrawal Agreement as of the date first written above.

SELLER:

SELLER SIGNATURE 1

Seller Signature:

Printed Name:

Date:

SELLER SIGNATURE 2

Seller Signature:

Printed Name:

Date:

BROKER:

BROKER SIGNATURE

Broker Signature:

(Authorized Signatory for Brokerage Firm)

Printed Name:

Title:

Date:

Date:

AGENT:

AGENT SIGNATURE

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.