

# Exclusive Right to Sell Listing Agreement

Virginia



THE MLS THAT DOES MORE

## Exclusive Right to Sell Listing Agreement (Virginia)

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

SELLER NAME

PROPERTY ADDRESS

LISTING PRICE

\$

EFFECTIVE DATE

## 1. PARTIES; DEFINITIONS

**1.1 Parties.** This Agreement is made between the following parties:

(a) **Seller:** \_\_\_\_\_, whose mailing  
address is \_\_\_\_\_, email  
\_\_\_\_\_, and phone \_\_\_\_\_.

(b) **Broker:** \_\_\_\_\_, a licensed  
Virginia real estate brokerage, whose principal office address is  
\_\_\_\_\_, email  
\_\_\_\_\_, and phone \_\_\_\_\_. Broker's  
License No.: \_\_\_\_\_. Listing Agent (if any):  
\_\_\_\_\_. Agent License No.: \_\_\_\_\_.

**1.2 Defined Terms.** The following terms have the meanings set forth below and are used consistently in this Agreement:

- (a) **Seller** means the person(s) or entity(ies) identified in Section 1.1(a), including all owners signing this Agreement.
- (b) **Broker** means the brokerage identified in Section 1.1(b), including its affiliated licensees and authorized representatives.
- (c) **Property** means the real property described in Section 2, together with all Improvements and appurtenant rights.
- (d) **Listing Price** means the price stated in Section 4.1, as it may be changed under Section 11.
- (e) **Listing Term** means the period stated in Section 4.2, as it may be extended or terminated under this Agreement.
- (f) **Commission** means the compensation payable to Broker as set forth in Section 8.
- (g) **Effective Date** means the date stated on page 1 above or, if blank, the date of the last signature below.

**1.3 Listing Type Election.** Exclusive Right to Sell Listing Exclusive Agency Listing  
Other Listing Type:

2. PROPERTY DESCRIPTION

2.1 Street Address. Property Address:  
City:  
, County: , State: Virginia, Zip:  
.

2.2 Legal Description. Legal Description (attach if necessary): .

2.3 Parcel Identification. Tax Map/GPIN/Parcel No.: ; Deed  
Book/Page (if known): .

2.4 Improvements. The Property includes all buildings and fixtures permanently attached, including, without limitation, all plumbing, heating, cooling, electrical systems, built-in appliances, and other fixtures presently on the Property unless excluded in Section 2.6.

2.5 Appurtenant Rights. The Property includes all rights, privileges, easements, hereditaments, and appurtenances belonging or appertaining to the Property, including any water, sewer, mineral, air, and development rights to the extent owned by Seller.

2.6 Exclusions. The following items are excluded from the sale: .

### 3. GRANT OF EXCLUSIVE RIGHT

**3.1 Exclusive Grant.** Seller grants to Broker the exclusive and irrevocable right to market and sell the Property during the Listing Term under the Listing Type elected in Section 1.3. During the Listing Term, Seller agrees to refer to Broker all inquiries regarding the Property and not to list the Property with any other broker.

**3.2 Authority.** Broker is authorized to solicit and procure offers for the sale of the Property upon the terms set forth herein and to perform the services described in this Agreement.

### 4. LISTING PRICE AND LISTING TERM

**4.1 Listing Price.** The Listing Price for the Property is \$ . Seller acknowledges that the actual sale price may be different based on negotiations with a purchaser.

**4.2 Listing Term.** The Listing Term begins on at a.m. p.m. and ends on at a.m. p.m., unless extended or terminated as provided herein.

**4.3 Possession and Settlement.** Target settlement/closing date (if any): . Possession shall be delivered at settlement days after settlement other: .

### 5. BROKER'S AUTHORITY AND DUTIES

**5.1 Efforts.** Broker shall use reasonable professional efforts to market the Property, which may include advertising, signage, internet display, direct marketing, and cooperating with other brokers as elected herein.

**5.2 Offers.** Broker is authorized to receive, transmit, and present offers and counteroffers on Seller's behalf and to assist in negotiations at Seller's direction.

**5.3 Deposit Handling.** If Broker or Broker's escrow agent holds earnest money, Broker or such agent is authorized to receive and hold earnest money deposits in accordance with Section 12 and applicable law.

**5.4 Compliance.** Broker will comply with applicable federal, state, and local laws, including fair housing laws, and the Virginia Real Estate Board regulations.

**5.5 No Legal or Tax Advice.** Broker does not provide legal, tax, or accounting advice. Seller is advised to seek independent professional advice.

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## 6. SELLER'S REPRESENTATIONS AND OBLIGATIONS

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**6.1 Authority.** Seller represents that Seller has full authority to enter into and perform this Agreement and to sell the Property, and that no other listing agreement affecting the Property is in effect during the Listing Term.

**6.2 Accuracy.** Seller shall provide Broker with accurate information regarding the Property and promptly update Broker of any material changes.

**6.3 Access and Showings.** Seller shall make the Property available for showings, inspections, and appraisals at reasonable times on reasonable notice; see Section 10 for lockbox authorization.

**6.4 Condition.** Unless otherwise agreed in a purchase agreement, the Property shall be maintained in substantially the same condition through settlement, subject to ordinary wear and tear.

**6.5 Cooperation.** Seller shall cooperate with Broker in scheduling showings, furnishing disclosures, and responding to offers.

**6.6 Existing Contracts.** Seller shall disclose to Broker any existing leases, tenancies, options, or contracts affecting the Property and provide copies upon request.

**6.7 Costs.** Unless otherwise agreed, Seller remains responsible for costs of ownership and customary seller closing costs.

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## 7. MARKETING, ADVERTISING, AND MLS PARTICIPATION

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**7.1 Marketing Authorization.**

Authorize Broker to advertise the Property in print, online, and by any lawful means.

Do not authorize Broker to advertise the Property.

**7.2 Signage Authorization.**

Authorize Broker to place "For Sale," "Under Contract," and "Sold" signs on the Property where permitted by law and any community rules.

Do not authorize Broker to place signs on the Property.

### 7.3 Photographs and Media.

Authorize Broker to create and use photographs, videos, floor plans, virtual tours, and other media of the Property for marketing and after-sale comparative and promotional uses.

Authorize use only during Listing Term; no post-closing promotional use.

Do not authorize creation or use of photographs or media.

### 7.4 MLS Participation and Broker Cooperation.

#### (a) Multiple Listing Service (MLS) Election:

Broker is authorized to submit the Property to one or more multiple listing services and internet data exchanges.

Do not submit the Property to any multiple listing service.

#### (b) Internet Display Syndication:

Authorize syndication to third-party websites and applications.

Do not authorize syndication.

#### (c) Broker Cooperation:

Broker is authorized to cooperate with and offer compensation to buyer brokers and agents.

Broker shall not offer compensation to other brokers.

If authorized, Broker is authorized to publish the offer of compensation in the MLS or otherwise disclose it to cooperating brokers as elected in Section 8.

## 8. COMMISSION AND COMPENSATION

### 8.1 Commission Structure (select one or more as applicable):

Percentage of gross sales price: %

Flat fee Commission: \$

Other Commission:

### 8.2 Buyer Broker/Cooperating Compensation Election (if cooperation is authorized):

Offer to buyer's broker/agent: % of gross sales price

Offer to buyer's broker/agent: \$

No offer of compensation to buyer's broker/agent

### 8.3 When Earned. Broker's Commission is earned upon any of the following during the Listing Term:

- (a) Broker procures a ready, willing, and able buyer on terms acceptable to Seller; or
- (b) Seller enters into a binding contract to sell or exchange the Property; or
- (c) Seller defaults after receiving an offer at or above the Listing Price or on other terms acceptable to Seller; or
- (d) A sale, exchange, option, or other transfer of any interest in the Property occurs, whether directly or indirectly, to any buyer.

**8.4 When Payable.** Commission is payable at settlement out of Seller's proceeds. If settlement fails due to Seller's default or wrongful act, Commission is immediately due and payable by Seller. If a buyer's default results in forfeiture of earnest money, Broker is entitled to the lesser of the Commission or \_\_\_\_\_ % of the forfeited earnest money, with the balance to Seller, unless otherwise agreed in the purchase contract.

**8.5 Dual/Designated Agency Compensation.** If permitted and consented to under Section 13, compensation shall be as stated in this Section 8, unless otherwise agreed in writing.

**8.6 No Reduction.** Any reduction in the sales price or concessions does not reduce the Commission unless otherwise agreed in writing.

**8.7 Additional Services.** Any additional services requested by Seller outside the scope of this Agreement may be subject to additional fees: \$ \_\_\_\_\_ or \_\_\_\_\_ % for \_\_\_\_\_.

**8.8 Retained Amounts.** Broker may pay compensation to subagents or cooperating brokers out of the Commission as offered in Section 8.2.

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## 9. PROTECTION PERIOD

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**9.1 Period.** For \_\_\_\_\_ days after expiration or termination of the Listing Term (the "Protection Period"), Commission is payable if the Property is sold, exchanged, or otherwise transferred to any party who, during the Listing Term, was introduced to the Property through Broker's marketing or showing efforts, or who received information about the Property from Broker. Within \_\_\_\_\_ days after expiration, Broker may deliver to Seller a written list of such prospects.

**9.2 Exception.** No Commission is due under this Section if Seller enters into a valid exclusive listing with another licensed broker after expiration and a sale is made through that broker without Seller's fault.

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## 10. SHOWING INSTRUCTIONS; ACCESS; LOCKBOX

### 10.1 Showing Instructions. Showing arrangements:

Appointment required  
Call first  
Go and show  
Other:

### 10.2 Lockbox Authorization.

Seller authorizes Broker to install a lockbox on the Property to facilitate access for showings, inspections, and appraisals. Seller acknowledges that a lockbox may allow access by persons not accompanied by Broker and assumes associated risks.

Seller does not authorize a lockbox.

## 11. PRICE CHANGES; MODIFICATIONS

**11.1 Changes to Listing Price or Terms.** Any change to the Listing Price or other material terms must be in a written amendment signed by Seller and Broker.

**11.2 MLS/Advertising Updates.** If MLS participation or advertising is authorized, Seller authorizes Broker to update published information to reflect agreed changes.

## 12. EARNEST MONEY HANDLING

**12.1 Holder.** Earnest money deposits related to the Property may be held by Broker Settlement Agent Other: , at .

**12.2 Disbursement.** Earnest money shall be handled, applied, and disbursed in accordance with the purchase contract and applicable law. If Broker holds earnest money, Broker is authorized to disburse in accordance with written agreement of the parties, a final court order, or as otherwise permitted by law.

## 13. AGENCY RELATIONSHIPS; DUAL/DESIGNATED AGENCY

### 13.1 Representation. Broker will act as:

Seller's agent  
Limited service representative  
Other:

**13.2 Agency Disclosure.** Broker has disclosed to Seller the nature of agency relationships available in Virginia.

### 13.3 Dual Agency/Designated Agency Consent (where permitted by law):

**Dual Agency Consent.** Seller consents to Broker representing both Seller and a buyer in the same transaction, with the understanding that Broker's ability to advocate may be limited, and certain confidences cannot be disclosed to either party without consent or as required by law.

**Designated Agency Consent.** Seller consents to designated agency, where different licensees within Broker's firm may represent Seller and buyer separately, with the principal broker remaining a dual agent in a limited capacity.

**No Consent.** Seller does not consent to dual or designated agency and understands that if a buyer client of Broker desires to purchase the Property, referral or other arrangements may be necessary.

## 14. FAIR HOUSING; EQUAL OPPORTUNITY

**14.1 Compliance.** The parties shall comply with all applicable fair housing and equal opportunity laws. Seller shall not instruct Broker to convey or act upon any unlawful preference, limitation, or discrimination.

## 15. SELLER DISCLOSURES; PROPERTY CONDITION

**15.1 Mandatory Disclosures.** Seller shall complete and provide all required Virginia property disclosures and any federal disclosures (including lead-based paint for pre-1978 housing, if applicable) prior to contract.

**15.2 Known Defects.** Seller shall disclose known material defects and latent conditions that may affect the value or desirability of the Property where required by law.

**15.3 Homeowners'/Condominium Association.** If the Property is subject to an association, Seller shall provide required association disclosures and governing documents to prospective purchasers as required by law.

**15.4 Well/Septic/Private Systems.** If applicable, Seller shall provide available records and permits for private well, septic, or other private systems and comply with any required inspections or disclosures.

**15.5 Lead-Based Paint** (if applicable). For dwellings built prior to 1978:

Lead-based paint disclosure attached

Not applicable (built in or after 1978)

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## 16. BROKER LIABILITY; INDEMNIFICATION

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**16.1 Limitation.** Broker shall not be liable for loss, theft, or damage to the Property or personal property; for acts or omissions of third parties; or for errors in information provided by Seller, public records, or others, except to the extent caused by Broker's gross negligence or willful misconduct.

**16.2 Indemnification.** Seller shall defend, indemnify, and hold harmless Broker from and against claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) inaccurate information supplied by Seller, (b) Seller's failure to disclose required information, (c) conditions of the Property not caused by Broker, or (d) Seller's breach of this Agreement, except to the extent caused by Broker's gross negligence or willful misconduct.

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## 17. DEFAULT; REMEDIES

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### 17. DEFAULT AND REMEDIES

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**17.1 Seller Default.** If Seller breaches this Agreement, Broker may pursue all remedies available at law or in equity, including recovery of the Commission and expenses as provided herein.

**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 liability for Commission except as otherwise earned before termination.

### 17.3 Remedies Election (select one or more):

Mediation prior to litigation or arbitration (see Section 18)

Liquidated damages (Commission only as liquidated damages if Seller defaults on a ready, willing, and able buyer):      Yes      No

Specific performance not elected against Seller

Any election applies only to disputes between Seller and Broker under this Agreement and not to any purchase contract with a buyer.

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## 18. DISPUTE RESOLUTION

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### 18.1 Method (select one):

Mediation followed by court litigation if unresolved

Binding arbitration before a single arbitrator

Court litigation only

**18.2 Venue and Rules.** If arbitration is elected, the arbitration shall be conducted in \_\_\_\_\_ County/City, Virginia, under procedures agreed by the parties or, failing agreement, procedures selected by the arbitrator consistent with due process. Each party bears its own fees and costs, and the arbitrator may award fees and costs as permitted by law and this Agreement.

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## 19. NOTICES

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### 19.1 Methods (select all that apply):

Personal delivery

Certified mail, return receipt requested

Overnight courier

Email to the addresses listed in Section 1

Electronic signature platform notification

**19.2 Effectiveness.** Notices are effective upon (a) receipt or (b) refusal of delivery. For email, effectiveness occurs when sent to the designated email unless a bounce-back is received.

## 20. TIME; DEADLINES

**20.1 Time of the Essence.** Time is of the essence for all dates and deadlines in this Agreement.

**20.2 Computation.** If a deadline falls on a Saturday, Sunday, or legal holiday in Virginia, the deadline extends to the next business day.

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## 21. STATE-SPECIFIC PROVISIONS (VIRGINIA)

**21.1 Agency Disclosures.** Broker has provided, and Seller acknowledges receipt of, the required written disclosure of brokerage relationships under Virginia law.

**21.2 Megan's Law.** Seller understands that a buyer may rely on law enforcement or sex offender registry information and that Broker has no duty to independently verify such information.

**21.3 Flood/Insurance.** Seller is encouraged to disclose any known flood hazards or prior insurance claims and understands purchasers may inquire or obtain reports.

**21.4 Smoke Alarms/Carbon Monoxide.** Seller is encouraged to ensure operational safety devices as required by law.

**21.5 Wire Fraud.** Parties are cautioned to verify wiring instructions directly with the settlement agent due to wire fraud risks. Broker is not responsible for losses due to wire fraud.

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## 22. ELECTRONIC SIGNATURES; COUNTERPARTS

**22.1 Electronic Signatures.** Signatures and initials transmitted electronically are deemed originals and binding.

**22.2 Counterparts.** This Agreement may be executed in counterparts, which together constitute one instrument.

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## 23. ENTIRE AGREEMENT; AMENDMENTS

**23.1 Entire Agreement.** This Agreement constitutes the entire agreement between Seller and Broker regarding the listing of the Property and supersedes all prior discussions and agreements on the subject.

**23.2 Amendments.** Amendments must be in writing and signed by Seller and Broker.

**23.3 Survival.** Sections concerning Commission, indemnification, dispute resolution, and notice shall survive expiration or termination to the extent necessary to enforce rights accrued.

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## 24. AUTHORITY OF SIGNATORIES

**24.1 Individual(s).** Each individual signing as Seller represents authority to bind all owners of the Property.

**24.2 Entity.** If Seller is an entity, the undersigned represents authority to bind the entity and shall provide evidence of authority upon request.

## 25. GOVERNING LAW; VENUE

**25.1 Law.** This Agreement is governed by the laws of the Commonwealth of Virginia.

**25.2 Venue.** Any action arising under this Agreement shall be brought in the state courts located in \_\_\_\_\_ County/City, Virginia, or the U.S. District Court for the district encompassing such location, as applicable, subject to Section 18 if arbitration is elected.

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## 26. KEY DATES; BROKERAGE INFORMATION

Effective Date:

Listing Term Start: \_\_\_\_\_ at \_\_\_\_\_

am / pm

Listing Term End: \_\_\_\_\_ at \_\_\_\_\_

am / pm

Target Settlement Date (if any):

Broker Office Name:

Broker License No.:

Listing Agent:

Agent License No.:

Seller's Attorney (if any):

Phone:

Settlement Agent/Escrow Holder (if known):

## 27. ADDENDA AND DISCLOSURES ATTACHED (CHECK ALL THAT APPLY)

Property Disclosure Statement  
Lead-Based Paint Disclosure  
Homeowners'/Condominium Association Disclosure  
Well/Septic/Water/Sewer Disclosure  
Radon/Environmental Disclosure  
Affiliated Business Arrangement Disclosure  
Wire Fraud Notice  
Showing Instructions Addendum  
Price Change/Amendment  
Dual/Designated Agency Disclosure and Consent  
Photography/Media Authorization  
Lockbox Authorization  
Other:

## 28. SIGNATURES

BROKER

BROKER SIGNATURE:

DATE:

BROKER PRINTED NAME:

BROKER TITLE:

SELLER: 1

SELLER SIGNATURE:

DATE:

SELLER PRINTED NAME:

SELLER: 2

SELLER ADDITIONAL SIGNATURE:

DATE:

SELLER PRINTED NAME:

LISTING AGENT ACKNOWLEDGMENT (NOT A  
PARTY TO THIS AGREEMENT)

AGENT SIGNATURE:

DATE:

AGENT PRINTED NAME:

Seller Mailing Address for Notices:

Seller Email for Notices:

Broker Address for Notices:

Broker Email for Notices:

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