EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT TRANSACTION BROKER

The exclusive right to sell agreement between the undersigned Seller and Broker for the property known as:		
(Exac	Property is exclusive and irrevocable for the period beginningand ending_ LEGAL DESCRIPTION and/or address: tt legal to be taken from title insurance)	
The property is offered for sale for the sum of \$on the following terms: x Cash x Conventional Assumption FHA VA (Seller understands that certain fees in connection with a VA loan cannot be paid by the Veteran, therefore must be paid by the Seller)Owner Carry on the following terms: together with all improvement thereon and the following items, if any: Keys, drapes, curtains, drapery rods, curtain rods, valances, blinds, window and porch shades, screens, shutters, awnings, storm windows & doors, wall-to-wall carpeting, mirrors fixed in place including bathroom mirrors, ceiling fans, mail boxes, television antennas, permanently installed heating and air conditioning units and equipment, built-in kitchen appliances, built-in security and fire detection equipment, lighting fixtures, plumbing fixtures, water softeners (if owned by Seller), all automatic garage door opener equipment including transmitters, attic fans, attached gas grills, attached shelves, water well pumps, shrubbery and all other property owned by Seller and attached to the above described property, except the following exceptions and/or additions:		
Broke the or closin	er agrees to market the property and pay the costs thereof. Seller hereby represents and warrants to Broker that this is ne and only exclusive right to sell agreement in effect, and said Seller has the capacity to convey merchantable title upon g.	
1. a. b. c. d. e.	The Broker will act as a Transaction Broker and will not be an Agent or Advocate of Seller or Buyer. The Broker will exercise reasonable skill and care, including but not limited to: presenting all offers and counteroffers in a timely manner even when the property is subject to a contract of sale; accounting in a timely manner for all money and property received; keeping the parties fully informed regarding the transaction; assisting the parties in complying with the terms and conditions of any contract including closing the transaction; & disclosing to all prospective Buyers all adverse material facts actually known by the Transaction Broker, including but not limited to: 1) any environmental hazards affecting the property which are required by law to be disclosed; 2) the physical condition of the property; 3) any material defects in the property; 4) any material defects in the title to the property; 5) any material limitation on the Seller's ability to perform under the terms of the contract.	
2.	The Seller agrees to pay the Broker a brokerage fee of 6 % (\$1850 minimum commission) of the selling price if the Broker produces a ready, willing and able buyer for the property at the price and subject to the terms stated, or later agreed upon, or if the sale, lease or exchange of the property is made by the Seller or any other person, during the term of this exclusive right to sell listing agreement.	
3.	Such compensation shall be paid if property is sold, leased, exchange, conveyed, or otherwise transferred within 90 days after the termination of this agreement or any extension thereof to anyone with whom the agent has negotiated or to whom the agent has exposed the property prior to final termination, provided Seller has received notice in writing, including the names of prospective purchasers, before or upon termination of this agreement or any extension thereof. However, Seller shall not be obligated to pay such compensation if a valid listing agreement is entered into during the term of said protection period with another licensed real estate Broker and the sale, lease, exchange, conveyance or transfer of the property is made during the term of said protection period	

Seller INT _____ INT____

4.	The Seller authorizes Broker to cooperate with other Brokers, and to divide with other Brokers such compensation in any manner acceptable to Brokers. The Seller agrees that Broker shall:	
	Offer cooperation to Buyer's agent X Yes No Offer cooperation to Transaction Brokers X Yes No Offer compensation to Buyer's agent X Yes No Offer compensation to Transaction Brokers X Yes No	
5.	Seller acknowledges receiving the "Real Estate Brokerage Relationships" brochure. Seller understands that Broker may show alternative properties not owned by Seller to prospective buyers, may list competing properties for sales without breaching any duty or obligation to Seller, and may serve as a single agent or subagent for the same or differ parties in other real estate transactions.	ent
6. a. b. c. d. e.	The Broker will not disclose the following information without the consent of all parties to the transaction: that a Buyer is willing to pay more than the purchase price offered for the property; that a Seller is willing to accept less than the asking price for the property; what the motivating factors are for any party buying or selling the property; that a Seller or Buyer will agree to financing terms other than those offered; or any information or personal confidences about a party to the transaction which might place the other party at an advantage over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.	
7.	Seller hereby acknowledges the availability of home protection programs. (Not applicable at present time in this area).	
8.	Seller also understands and agrees that as part of marketing the property, Broker will be showing Buyers properties other than Seller's and providing Buyers with information on selling prices in the area.	
9.	The Seller agrees to divide equally with the Broker any earnest money deposited with a contract and forfeited by a Buyer, but not in excess of the amount to which the Broker would be entitled had the transaction closed.	
10.	The Seller gives the Broker the right to place a "For Sale" sign on the property and to remove all other signs during term of the listing agreement.	the
11.	The Seller agrees to refer all inquiries and offers received during the term of this listing agreement to the Broker.	
12.	The Seller agrees to provide the buyers of the property with evidence of clear title and to provide inspection reports, i any, when called for in a sales agreement. The Seller hereby agrees to indemnify and hold harmless the Broker, Broker's agents and employees from any liabilities, costs, or expenses with respect to said inspections.	f
13.	Seller agrees to leave utilities on during the term of this listing or until final settlement of a sales transaction, whichever is later.	
14.	Seller agrees to thoroughly review the listing information prepared by the Broker and advise the Broker immediately of any errors or omissions. Seller further stipulates that the age of the property and the dimensions of the lot as show on the listing information are accurate to the best of Seller's knowledge.	'n
15.	SELLER HAS BEEN ADVISED AND UNDERSTANDS THAT THE LAW REQUIRES DISCLOSURE OF ANY KNOWN MATERIAL DEFECT IN THE PROPERTY TO PROSPECTIVE BUYERS AND THAT FAILURE TO DO SO MAY RESULT IN CIVIL LIABILITY FOR DAMAGES. SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS BROKER AND BROKER'S AGENTS FROM ANY CLAIMS THAT REQUIRED DISCLOSURES WERE NOT MADE, INCLUDING REASONABLE ATTORNEY FEES OF BROKER AND BROKER'S AGENT. SELLER hereby warrants that the information provided to the Broker as well as the information provided herein is and correct according to the Seller's best knowledge and belief, and agrees to hold Broker and Broker's agents and accooperating brokers and agents harmless from any damages, cost, attorney fees, or expenses whatsoever arising by reason of Seller not disclosing any pertinent information, giving any incorrect information, or the breach of any term and conditions of this agreement.	true ny
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