MyStateMLS

Listing Agreement

(Exclusive Right to Sell)

In exchange for services to be provided by

(Broker/Company, hereinafter referred to as “Broker”) for

(“Seller”)

The Seller grants the Broker the sole and irrevocable right to sell, exchange, lease, or otherwise transfer the real estate located at: ___________________________ in _________________________ Township, _________________________ County, _________________________, Indiana ________________________ (zip code), legally described as: ____ (the “Property”).

This agreement begins on _________________________ and will expire at 11:59 PM _________________________.

The agreement is subject to the following terms and conditions:

List Price: ($____________________ U.S. Dollars)

Possession:

The Seller affirms that they ☐ are ☐ not behind on any loans that could create a lien against the Property. The Seller further affirms that all loans affecting the Property ☐ do ☐ do not exceed the agreed listing price and sale costs. The Seller confirms they are not involved in any bankruptcy proceedings and have the legal ability to transfer ownership of the Property via a general Warranty Deed or by _______________________.

Has the Seller obtained ownership of the Property through a tax sale, sheriff’s sale, court-ordered sale, or foreclosure? ☐ Yes ☐ No

The Seller ☐ is ☐ not considered a “foreign person” (individual or entity) under the law and ☐ is ☐ not subject to the Foreign Investment in Real Property Tax Act. (For reference: http://www.irs.gov/publications/p515/index.html)

Terms of Sale:

The Property may be sold for cash in U.S. Dollars or under one or more of the following methods:

☐ Conventional Mortgage

☐ Insured Conventional Mortgage

☐ Assumption of Existing Mortgage Balance

☐ Conditional Sales Contract

☐ FHA

☐ VA

☐ Other ______________________

The Seller agrees to cover financing-related expenses not to exceed $_________________ U.S. Dollars.

Property Offered for Sale:

The list price includes the Property along with any existing permanent improvements and fixtures (unless specifically leased or excluded). This includes, but is not limited to: electrical and/or gas fixtures, central heating and cooling systems, built-in kitchen appliances, sump pumps, water softeners, water purifiers, fireplaces and inserts, gas logs, grates, central vacuum systems, window coverings, curtain rods, drapery hardware, ceiling fans, light fixtures, towel bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage buildings, landscaping, mailboxes, and garage door openers with remotes.

Also included (if applicable): any smart home devices listed here:

____

Exclusions:

The following are excluded from the sale (including leased items):

____

The Seller will remove all debris and personal items not part of the sale. Any permanently attached fixtures or improvements the Seller does not wish to include must be removed before the listing takes effect and replaced with appropriate substitutes, if necessary.

A. Exclusive Listing:

Both parties agree this is an exclusive agreement granting the Broker the sole right to sell, lease, exchange, or otherwise transfer the Property. The Broker will earn the commission stated herein, payable in U.S. Dollars, upon the occurrence of any of the following specified events.

1. If the Property is sold, placed under option, exchanged, or leased by anyone — including the Seller — to any party during the term of this agreement or any renewal or extension of it.

2. If the Seller, the Broker, or any other licensed real estate professional secures a ready, willing, and able buyer or lessee to purchase, option, exchange, or lease the Property at the agreed-upon price and terms (or at other terms the Seller accepts).

3. If an agreement to sell, exchange, option, or lease the Property is entered into during the term of this agreement or any renewal or extension, and the transaction is ultimately completed after the agreement ends.

4. If the Property is sold, optioned, leased, or exchanged by the Seller or any other party within ______ days after this agreement's termination to a person who was introduced, in whole or in part, through the efforts of the Broker, a cooperating broker, or the Seller. (This clause does not apply if, after termination, the Property is exclusively listed with another licensed broker.)

5. If the Seller defaults on any valid, fully executed written agreement to sell, option, exchange, or lease the Property.

Any commission due under items 1, 3, and 4 will be paid at closing, when ownership or interest in the Property transfers to the buyer or lessee. Any commission due under items 2 and 5 will be payable upon the Broker's demand. If not paid when due, interest at a rate of ______% per year will be charged until the commission is paid.

If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, or Lease, and the transaction closes after this agreement expires, the agreement will automatically extend to match the closing date or lease term.

B. Broker's Commission
The Broker's commission for services rendered under this listing is determined solely through negotiation between the Broker and the Seller. It is not fixed, controlled, suggested, or regulated by any association, organization, or group of brokers, nor by any listing service (if applicable).

The Seller will pay the Broker in U.S. Dollars as follows:

1. ***% of the selling, exchange, or option price, but not less than $***_________ U.S. Dollars.

2. For a purchase option, the Seller will pay the Broker _______% of the consideration received for that option.

3. For a lease, the Seller will pay the Broker _______% of all amounts received from the lessee during the lease term.

4. Other: ____

Cooperative Compensation Policy:
The Seller has been informed that the Broker will offer cooperating brokers ***% of the selling price, but not less than $***_________ U.S. Dollars, from the total commission listed above.

C. Commission & Attorney Fees
The parties agree that the Broker's commission is considered part of the purchase money received by the Seller. If legal action is taken regarding this agreement, the losing party will reimburse the winning party for reasonable attorney's fees and court costs.

D. Earnest Money

The Broker may receive earnest money or any portion of the purchase price and place it in an escrow/trust account. If the Seller is entitled to receive any portion of the earnest money, the Seller authorizes the Broker to keep an amount up to the commission that would have been earned had the sale been completed, as payment for the Broker's services, advertising, and expenses.

E. Listing Service Information (If Applicable)
The Seller understands that the Broker may rely on the accuracy of the information provided in this Listing Contract. The Seller authorizes the Broker to share this information with a multiple listing service (MLS), on the internet, or through any advertising channels. The Broker may also provide updates about any changes to the listing to the MLS or other relevant parties. The Seller has been informed of the benefits of marketing the Property through a listing service. Choosing not to list in such a service may result in fewer offers and potentially a lower sale price.

F. Information About the Property
The Seller confirms that the details provided in the Seller's Residential Real Estate Sales Disclosure Form (if applicable) and all information given for the listing are accurate. The Seller is either the property owner or an authorized representative with full authority to act on the owner's behalf. The Seller guarantees that no other listing agreement is currently active with another broker.

The Seller (or authorized agent) agrees to protect, defend, and indemnify the Broker, the Brokerage Company, and their agents against any claims, damages, losses, liabilities, or costs (including attorney's fees) that may arise from inaccurate information or failure to disclose important details about the Property. This includes, but is not limited to, issues with appliances, heating, plumbing, electrical systems, sewage, major structural defects, mold, environmental hazards, property boundary disputes, zoning or use restrictions, and injuries to other agents or potential buyers while viewing the Property.

G. Environmental Contaminants Advisory and Release
The Seller understands that the Listing Broker, Selling Broker, and all associated licensees are not experts and have no specialized training, qualifications, or experience in detecting or evaluating potential environmental hazards such as lead-based paint, radon, mold, or other biological contaminants ("Environmental Contaminants") that could be present on the Property. These hazards can cause property damage and serious health issues, including respiratory or allergic reactions, especially in individuals with compromised immune systems, young children, or the elderly.

The Seller agrees to seek professional advice from qualified experts and assumes full responsibility for any risks related to environmental hazards. The Seller releases and holds harmless the Broker, their company, and licensees from any liability, including attorney's fees and costs, arising from or connected to inspections, inspection results, repairs, disclosed defects, or any other issues involving environmental hazards affecting the Property. This release will remain in effect after the sale is closed.

H. Agency Disclosures

1. **Office Policy** – The Seller confirms receipt of a copy of the Brokerage's written office policy on agency relationships.

2. **Agency Relationship** – Under Indiana Code 25-34.1-10-9.5, a Licensee automatically has an agency relationship with the person they are working for unless:

    - (1) there is a written agreement stating otherwise; or

    - (2) The Licensee is simply assisting as a customer service representative without compensation.

3. When acting as the Seller's agent, the Licensee (Broker) represents the Seller's best interests in selling the Property, and owes the Seller duties of loyalty, confidentiality, accounting, disclosure, and honesty. The Licensee must also provide truthful information to potential buyers.

The Seller understands that the Property may also be marketed with the help of buyer's agents, who represent the buyer's interests. Buyer's agents owe loyalty, confidentiality, and disclosure duties to their buyers, not to the Seller.

4. **Limited Agency Authorization** – The Seller authorizes the Licensee or managing broker to act as a limited agent if a potential buyer represented by the Licensee wishes to view the Property. In such cases, the Licensee has responsibilities to both the Seller and the Buyer, which may differ or even conflict. The Seller knowingly consents to this limited agency arrangement.

If a **limited agency** situation occurs, the Licensee will not disclose the following without the written, informed consent of both the Seller and Buyer:

a. Any confidential or sensitive information, except for material adverse facts or risks the Licensee actually knows about the physical condition of the Property and facts that must be disclosed by law, rule, or regulation, and which could not reasonably be discovered through a timely inspection by the parties.
b. That the Buyer is willing to pay more than the offered purchase price.
c. That the Seller is willing to accept less than the listed price.
d. Any terms that could give one party an advantage over the other.
e. The reasons or motivations a party has for buying or selling the Property.

In a limited agency arrangement, both parties agree that no knowledge or information will be imputed between any party and the limited agent or among Licensees.

The Seller confirms that they have read and understood the Limited Agency Authorization. The Seller acknowledges that they are not obligated to approve Licensee(s) acting as limited agent(s) but voluntarily provides informed consent. By granting this consent, the Seller waives any claims, damages, losses, costs, or attorney's fees against the Licensee(s) related to their role as limited agent(s).

I. Seller Authorization and Cooperation

The Seller agrees to provide the Broker with all necessary information for listing the Property in the MLS, on the internet, or through other advertising media, including electronic formats and interior/exterior photos if applicable. The Seller agrees to cooperate by allowing reasonable access to show the Property and authorizes the Broker to place and remove "For Sale" or other signs on the Property.

1. The Seller authorizes the Broker, cooperating brokers, buyer's brokers, the Broker's assistants, contractors, inspectors, appraisers, and others, as needed, to enter the Property for marketing purposes. The Seller understands that buyers may enter the Property with their contractors, inspectors, or appraisers without the Broker being present. Buyers or their brokers may take videos, photographs, and other electronic images of the Property.

2. The Seller will provide the Broker with the necessary key(s) for access.

3. The Seller authorizes the Broker to make duplicate keys if needed.

4. The Seller agrees not to rent or lease the Property during the term of this Listing Contract without giving written notice to the Broker.

5. The Seller agrees that the Broker may work with the buyer's brokers to help carry out the Broker's duties under this agreement.

6. The Seller grants the Broker an exclusive, non-revocable copyright license to use, publish, modify, and reproduce all content related to this Listing Contract — including, but not limited to, pricing, financing terms (for closed sales), photos, drawings, written descriptions, narratives, and videos — whether created

by the Broker or their agents. The Broker may share this content with other brokers, MLS systems, internet platforms, or advertising media. The Broker will retain all ownership rights, including copyrights, to any images taken by the Broker or their agents.

7. The Seller authorizes utility companies to release all utility information to the Broker and to provide copies of statements upon request. Utility companies are as follows: ______________________.

8. The Seller authorizes the Homeowners' Association (HOA) to release all HOA information and provide copies of any requested documents. HOA Management Company: ______________________. HOA Contact Information: ______________**. The Seller confirms that HOA fees and/or assessments in the amount of $** U.S. Dollars per ________ have been paid through ___________. The HOA/management may require payment before issuing proof of good standing or transferring ownership.

The Seller authorizes their lending institution to release all mortgage information to the Broker and to provide copies of the note and mortgage upon request. The Seller's lending institution is ___________________________, and the mortgage loan number is ___________________________. If the Seller's mortgage carries a pre-payment penalty, the Seller agrees to promptly notify their lender in writing that the loan will be paid off from the sale proceeds of the Property. The Seller understands that failing to give this notice may result in a pre-payment penalty that they will be responsible for paying.

10. The Seller ☐ does ☐ does not give the Broker permission to disclose the existence of written offers to potential buyers. If disclosure is authorized, the Broker will also inform, upon request, whether the offers were obtained by the listing licensee, another licensee in the same firm, or a cooperating broker. (Names of individuals and companies do not need to be disclosed.)

11. The Seller ☐ is ☐ not offering a limited home warranty.

J. Lockbox/Key Authorization and Use

To help provide access to the Property, the installation of a lockbox ☐ is ☐ is not authorized under the following conditions:

1. The Seller will secure valuables and is responsible for preparing the Property to minimize the risk of injury, damage, or loss of personal property. Firearms and pets must be safely secured.

2. The Seller acknowledges that the Broker is not an insurer of the Seller's real or personal property and waives any claims against the Broker and the Broker's authorized representatives for loss or damage. The Seller further agrees to indemnify and hold harmless the Broker and authorized persons from any third-party claims for loss or damage.

3. The Seller instructs the Broker to make reasonable efforts to notify them of showing requests. If the Seller cannot be reached, they ☐ authorize ☐ do not authorize the Broker to access the Property without prior contact.

4. If the Property is occupied by a tenant or lessee, the Seller is solely responsible for obtaining the tenant/lessee's consent for the use of a lockbox/key and granting the Broker access to the Property.

K. Recordings at the Property

If the Property has any audio or video recording systems, the Seller understands that recording and transmitting may be subject to state and/or federal laws. The Seller acknowledges that prospective buyers may take photographs or videos during showings. The Seller should remove any personal items they do not want photographed, recorded, or transmitted — such as family photos, personal paperwork, or other identifiable information. The Seller releases and holds harmless the Broker, the Brokerage Company, and its agents from any liability resulting from such recordings or transmissions.

L. Fair Housing

The parties acknowledge that the Fair Housing Act prohibits discrimination in housing based on race, color, national origin, religion, sex, familial status, or disability.
Due to Fair Housing compliance, the Broker will not prepare, review, or submit any personal letters, photographs, or similar materials from buyers to sellers.

HomeComm® Realty strictly prohibits its brokers, agents, and employees from discrimination based on sexual orientation or gender identity.

M. Additional Provisions

1. The Seller confirms they understand this Listing Contract and have received a copy.

2. This contract represents the complete and final agreement between the parties and may only be changed in writing, signed by both parties.

3. This agreement is binding upon the parties' heirs, administrators, executors, successors, and assigns.

4. This agreement, along with any future amendments or addenda, may be executed in one or more counterparts, each considered an original, but together constituting a single instrument. It may also be transmitted electronically or digitally, and such signatures will be considered original and legally binding. Original copies will be promptly delivered upon request.
5. The Broker may suggest or refer the Seller to other professionals, service providers, or vendors — such as lenders, loan brokers, title insurance companies, escrow agents, inspectors, pest control companies, contractors, or home warranty providers. The Broker does not guarantee the quality or performance of any recommended provider. The Seller is free to choose any provider, whether or not referred by the Broker.

6. The Broker is not responsible for, and will not be held liable for, the custody, management, care, maintenance, protection, or repair of the Property, nor for the safekeeping of any personal property located on the premises, unless specifically agreed to in a separate written agreement.

7. The Seller agrees to receive communications from the Broker via phone, U.S. mail, email, text message, or fax at the contact information provided, unless the Seller gives written notice to the Broker requesting otherwise.

8. Wherever the term "Broker" appears in this document, it refers to "Licensee" as defined in I.C.25-34.1-10-6.8.

9. The Seller discloses to the Listing Broker that they are a licensed real estate professional and holds License # ______________________________.

N. Wire Fraud Warning

If you receive an electronic communication instructing you to transfer funds or share confidential personal information — EVEN IF it appears to be from the Broker or Title Company — **do not respond** until you have verified its authenticity by directly contacting the Broker or Title Company. Do not rely on phone numbers listed in the suspicious message. Such communications may be part of a fraudulent scheme intended to steal funds or commit identity theft.

O. Further Conditions

Signatures

AGENT: ______________________________ IN License #: ________________ SELLER'S SIGNATURE: ______________________________ DATE: _____________

BROKER OR COMPANY NAME: ______________________________ IN License #: ________________ PRINTED: ______________________________

ACCEPTED BY: MANAGING BROKER: ______________________________ DATE: _____________ SELLER'S SIGNATURE: ______________________________ DATE: _____________

PRINTED: ______________________________