

**THIS DOCUMENT CREATES LEGALLY ENFORCEABLE OBLIGATIONS.
IF YOU HAVE ANY QUESTIONS, CONSULT AN ATTORNEY.**

This sample Exclusive Listing Agreement has been created by the Nebraska Real Estate Commission for use between a broker and a seller. Certain portions of this agreement may not be applicable to your transaction. The language may be adapted for a non-exclusive listing or revised by adding or removing clauses, provided the changes do not conflict with Neb. Rev. Stat. §§ 76-2401 through 76-2430, the Nebraska Real Estate License Act, or any related rules and regulations. This form is not intended to provide legal advice. For legal interpretation, seek your own attorney.

Brokerage fees and contract conditions are negotiable and are not dictated by law.

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

This Exclusive Right to Sell Listing Contract ("Contract") is entered into by and between _____ ("Owner" or "Seller") and _____ ("Broker") on the terms stated below. Seller appoints Broker as Seller's Limited Agent, and _____ (insert affiliated licensee(s)) along with other affiliated licensees of Broker that may be assigned in writing shall act as Seller's Limited Agent(s). All duties of the Broker shall also be duties of the Seller's Limited Agent. Seller confirms receipt of the most recent Agency Disclosure, approved by the Nebraska Real Estate Commission, describing the brokerage services Broker offers, and has signed or acknowledged the same.

- Objective.** The intent of this Contract is to authorize Broker to facilitate the sale of the property legally described as:
_____, commonly known as _____
(St. Address) (City) (State)
Including any personal items to be transferred under Paragraph 5 (the "Property").
- Exclusive Negotiation.** Seller agrees that any and all negotiations for the Property will be conducted solely through Seller's Limited Agent and that Seller will direct all inquiries, regardless of source, to Seller's Limited Agent for the duration of this Contract.
- Term of Contract.** This Contract shall commence on _____, **20**, and terminate on _____, **20** (the "Listing Term").
- Offering Price and Conditions.** Seller agrees to offer the Property at \$_____ according to these terms:
Check one: ☐ Sale includes only the real estate ☐ Sale includes the following personal

property: _____

5. **Ownership and Title.** Seller affirms that Seller holds title to the Property and will provide Broker with copies of title documentation upon request. Seller states that there are no known liens or claims against the Property unless otherwise listed here: _____ (if none, write "None").

The Seller agrees to transfer good, marketable title to the buyer by warranty deed, or by _____.

If any special assessments for local improvements have been made or will be made by a public authority at the time a Purchase Agreement is signed, the Seller agrees to be responsible for paying them.

The Broker may immediately cancel this Agreement by written notice to the Seller if the title is not satisfactory to the Broker.

7. **Proof of Title.** Seller agrees to provide the buyer with a marketable title verified by either a title insurance policy or a current abstract of title.
8. **Possession.** Buyer will receive possession of the Property on _____.
9. **Property Disclosure; Seller Indemnity.** Seller agrees to complete the required Nebraska Seller Property Condition Disclosure Statement truthfully and in full, and acknowledges that the Broker is relying solely on information supplied by Seller to prepare this Agreement. Seller confirms that all statements and representations made by Seller to the Seller's Limited Agent are correct. The Property will not be listed until the Seller completes the Disclosure Statement.

Seller agrees to hold Broker and its subagents (together the "Listing Company") harmless from any claim arising out of this Section 9. Likewise, the Listing Company agrees to indemnify Seller from any claim caused by the Listing Company's breach of this Section.

10. **Broker's Fee.** In exchange for services rendered by the Seller's Limited Agent, Seller agrees to pay Broker a commission of _____% if any of the following occur:

(a) During the term of this Agreement:

- (1) the Property is sold;
- (2) a buyer able and willing to buy the Property on the listed terms or on terms acceptable to the

Seller is found;

(3) a buyer is granted an option or lease with an option to purchase and later exercises it;

(b) the Seller cancels or materially breaches this Agreement;

(c) The sale of the Property is prevented due to legal claims, liens, lawsuits, or other issues involving the Property or Seller;

(d) Seller interferes with the Broker's ability to market or show the Property;

(e) within _____ days after the Agreement ends, Seller sells the Property to a buyer located during the term of the Agreement or through Broker's advertising or other efforts—unless the Agreement was ended by Broker, or Seller signs another listing agreement.

11. **Broker Compensation Limits.** Broker may receive compensation from cooperating brokers or affiliated licensees involved in the sale or purchase. In all other situations, Broker will not accept payment from anyone other than Seller, Buyer's agent, or another participating service provider, unless Seller consents in writing.

12. **Cooperation with Other Brokers.** Unless the box below is checked, Broker may enlist other brokers to assist in selling the Property, either as subagents of Seller or as buyer's agents. If Broker is a member of a multiple listing service, Broker may advertise the Property there and adjust price, terms, or fees as needed. Seller's Agent may collaborate with subagents, buyer agents, transaction brokers, and others as necessary to complete the sale.

___ Broker is not authorized to share Seller's offered commission with other licensees, subagents, or buyer agents.

13. **Earnest Money Forfeiture.** If a buyer forfeits earnest money, the funds (check or cash) will be split equally between Broker and Seller, provided Broker's share does not exceed the agreed commission, with the remainder paid to Seller.

Service Expenses. Broker shall be responsible for any expenses incurred by Broker in advertising or promoting the Property and for paying any cooperating brokers, if applicable. Broker will not order any goods or services to be charged to Seller unless Seller gives prior written approval. Broker is not required to advance any funds on the Seller's behalf.

14. **Upkeep of Property.** Seller agrees to keep all utilities operational and maintain the heating, cooling, plumbing, electrical systems, and all built-in appliances in reasonable working order. Seller further agrees to hold Broker harmless from any claims, losses, or expenses that may arise relating to this responsibility. Seller acknowledges that Broker is not responsible for performing maintenance on the Property.

15. **Fair Housing Compliance.** In accordance with Neb. Rev. Stat. § 76-2417, Broker, its agents, and subagents will conduct their duties in compliance with all federal, state, and local fair housing, civil rights, and other applicable laws and regulations.
16. **Escrow and Closing.** Seller agrees that the closing of any transaction negotiated by Broker may be handled by a neutral escrow agent who may receive earnest money, down payments, and other funds, along with documents relevant to the transaction. Costs of escrow services will be paid by the Seller or, as negotiated with the Buyer, in the sales contract.
17. **Detector Installation.** Seller agrees to install and pay for any smoke and/or carbon monoxide detectors that are required by law.
18. **Lead-Based Paint Disclosure.** If the Property is residential and was built prior to 1978, the Seller must provide the Buyer with a disclosure regarding lead-based paint in compliance with 42 U.S.C. § 4582, and attach a completed form to this Agreement.
19. **Sanitary Improvement District (SID).** If the Property lies within a Sanitary Improvement District in Nebraska, Seller must provide Broker with the most recent SID statement so it can be furnished to any potential Buyer in accordance with Neb. Rev. Stat. § 31-727.01.
20. **Newly Built Property.** For properties consisting of new construction, the Seller certifies that the Property complies with applicable laws, ordinances, codes, and regulations as of the date the occupancy certificate is issued.
21. **Advertising and Lock Box.** Seller authorizes Broker to market the Property in any lawful manner except _____. Seller also consents to the use of a lock box on the Property.
22. **Obligations of Seller's Limited Agent.** Seller's Limited Agent shall be responsible for the following:
 - a. Carrying out the terms of this Agreement;
 - b. Using reasonable care and skill on Seller's behalf;
 - c. Acting in Seller's best interest with utmost honesty, loyalty, and fidelity, which includes:
 - (i) Seeking price and terms acceptable to Seller, except that the Limited Agent does not have to seek further offers once the Property is under contract;
 - (ii) Promptly presenting all written offers to and from Seller, even if the Property is already under contract;
 - (iii) Providing Seller with written notice of any adverse material facts the Limited Agent actually knows;
 - (iv) Advising Seller to obtain professional advice on issues beyond the Limited Agent's expertise;
 - d. Properly accounting for all funds and property received in a timely manner
 - e. To comply with all requirements governing agency relationships under Neb. Rev. Stat. §§

76-2401 through 76-2430, the Nebraska Real Estate License Act, and any rules or regulations issued under those laws; and

f. To follow all relevant federal, state, and local laws, ordinances, rules, and regulations, including those involving fair housing and civil rights.

24. **Confidentiality.** Seller's Limited Agent, including when acting in a Limited Dual Agency capacity, will not release any confidential information about the Seller without Seller's written approval, unless disclosure is mandated by law, rule, or regulation, or withholding such information would constitute fraud.
25. **Disclosure of Adverse Facts.** Seller's Limited Agent, even when acting as a Limited Dual Agent, must disclose to any potential buyer any known adverse material facts affecting the Property. This includes, without limitation, required environmental disclosures, physical issues with the Property, defects in title, or any other condition that may materially limit Seller's ability to perform contractual obligations.
26. **Changes to Agreement.** Any change to this Agreement must be made in writing and signed by both Seller and Broker to be enforceable.
27. **Broker's Role.** Seller understands that Broker is acting strictly in the capacity of a real estate broker, not as legal counsel, tax advisor, lender, appraiser, inspector, surveyor, engineer, or any other professional. Seller is encouraged to seek independent professional advice when needed.
28. **Authorization to Obtain Information.** Seller permits Broker to obtain information concerning any existing liens and current mortgage(s) or Deeds of Trust on the Property, including payoff amount, interest rate, remaining balance, monthly payments, and escrow account balance. Seller further authorizes Broker to disclose sales information—including sale price and terms—after closing.
29. **Entire Agreement.** This document represents the full and complete agreement between Seller and Broker. Any previous discussions or agreements, written or verbal, are not binding unless included here.
30. **Execution and Copies.** This Agreement may be signed in multiple counterparts, each of which is deemed an original. Together, these counterparts form one single instrument. Seller confirms receipt of a signed copy from the Broker or Broker's affiliated licensee.
31. **Other Terms.** _____

Executed this _____ day of _____, 20

(Name of Broker or Realty Firm)

(Address)

(Phone No.)

By: _____
(Affiliated Licensee's Signature) (Date)

E-mail: _____

[SIGNATURE PAGE FOR EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT]

(Print Name of Seller(s))

(Signature of Seller)

(Signature of Seller)

(Seller's Street Address)

(City)

(State)

(Zip Code)

(Home Telephone)

(Cell Telephone)

(Seller's Email Address)

(Seller's Email Address)

OPTIONAL LIMITED DUAL AGENCY LANGUAGE

If the Broker offers Limited Dual Agency, the following clause may be added to the Listing Contract. If included, remember to adjust the numbering of the remaining sections.

25. Seller's Limited Agent's Duties When Acting as a Limited Dual Agent. Seller's Limited Agent has informed Seller that the Broker allows Seller's Limited Agent to act as an agent for both sellers and buyers, and—with the written consent of both parties involved in a particular transaction—to function as a Limited Dual Agent for both. Seller's Limited Agent agrees to promptly notify Seller whenever the Limited Agent also represents a buyer ("Buyer") who becomes interested in purchasing Seller's property. Seller consents to the possibility that Seller's Limited Agent may simultaneously act as a representative for both Buyer and Seller, serving each as a client. When serving as a Limited Dual Agent, Seller's Limited Agent will owe the Buyer the following duties and responsibilities as required of a Buyer's agent:

- a. To fulfill the written agreement made with the Buyer;
- b. To provide reasonable skill and care on behalf of the Buyer;
- c. To pursue the Buyer's interests with full loyalty, honesty, and good faith, including:
 - i. Seeking a price and terms acceptable to the Buyer (except the agent need not seek alternative properties while the Buyer is under contract to purchase);
 - ii. Submitting all written offers to and from the Buyer in a timely fashion, regardless of any existing purchase contract;
 - iii. Providing written disclosure to Buyer of any known adverse material facts;
 - iv. Advising Buyer to seek expert advice on matters beyond the Limited Agent's expertise;
- d. To account promptly for all money and property received;
- e. To comply with Neb. Rev. Stat. §§ 76-2401 through 76-2430, the Nebraska Real Estate License Act, and all related rules and regulations;
- f. To comply with all applicable federal, state, and local laws and regulations, including those related to fair housing and civil rights.

As a Limited Dual Agent, the Seller's Limited Agent continues owing the Seller the same responsibilities described in paragraph 22 and owes the Buyer the duties listed above. However, when acting as a Limited Dual Agent, the agent may not reveal without written consent from the applicable party:

- a. that Seller would accept less than the asking price;
- b. that Buyer is willing to pay more than the offered price;
- c. the motivation of either party to buy or sell;
- d. that either party will agree to financing terms different from what they originally offered; or
- e. any other confidential information concerning a party unless disclosure is required by law, rule, or regulation, or failure to do so would constitute fraudulent misrepresentation.

If Seller's Limited Agent becomes a Limited Dual Agent, the Limited Agent will present Seller with a written consent form at or before the time the Buyer's offer is first submitted. The consent form will identify the Buyer and disclose any compensation arrangement between the Limited Agent and Buyer, if applicable. Seller's Limited Agent may proceed in the transaction as a Limited Dual Agent only if both Seller and Buyer sign the written consent.