

Open Listing Agreement
Commission & Permission to Advertise

_____ ("Seller/Landlord")

_____ ("Broker")

The **Seller/Landlord** gives **Broker** permission to show and agrees that the Broker will use diligent effort to (**Check as applicable**) D sell D lease the **Seller's/Landlord's** Property located at:

_____ ("Property")

_____ ("Purchaser/Prospect").

The Seller/Landlord agrees that if the sale of the property to the Prospect, or any other prospect brought by **Broker**, is made on _____ [date] or within _____ days (180 days if blank) thereafter, **Seller/Landlord** agrees to pay **Broker**:

- \$ _____
- _____ % of the gross purchase price of the Property.
- _____ % of the gross lease value of a lease executed regarding the Property.
- other pay arrangement (specify) _____ .

In the event of sale, at time of closing the sale, the Seller/Landlord will pay Broker's fee; or at the time of lease execution in the event of lease. If the Seller/Landlord defaults on an executed sales contract or lease with Prospect or if Seller/Landlord agrees with Purchaser/Prospect to cancel an executed sales contract or lease, the Broker's fee is due. If litigation arises from this agreement, the prevailing party is entitled to recover from the non-prevailing party reasonable attorney's costs, expenses, and fees.

Additional Terms:

I give permission for _____ ("**Broker**") to upload my listing to MyStateMLS and any other appropriate real estate-related websites.

I give permission for _____ ("**Broker**") to install a sign on the Property.

I give permission for _____ ("**Broker**") to advertise the Property on the internet.

Seller/Landlord _____ **Date** _____

Seller/Landlord _____ **Date** _____

Authorized Broker or Associate _____ **Date** _____

This is NOT an Exclusive Right Of Sale Agreement. It is NOT binding in any other instance except otherwise stated above.