



Real Estate Listing Agreement

Prepared for

[Recipient Name]

[Company Name]

Prepared by

[Sender Name]

[Company Name]

Real Estate Listing Agreement

This Real Estate Listing Agreement ("Agreement") is made effective as of [Date], by and between [Seller's Name], with an address of [Seller's Address] ("Seller"), and [Broker's Name], with an address of [Broker's Address] ("Broker"). The Seller and the Broker are collectively referred to as the "Parties."

1. Exclusive Right to Sell

The Seller grants the Broker the exclusive right to sell the property located at [Property Address] ("Property") for a period commencing on [Start Date] and ending on [End Date]. During this period, the Seller agrees not to engage any other broker or agent to sell the Property. This means that if the Property is sold during the term of this Agreement, the Seller will owe the Broker the agreed-upon commission, regardless of who finds the buyer.

2. Listing Price

The Property shall be listed for sale at a price of [Listing Price], or any other price as the Parties may agree upon in writing. The Seller authorizes the Broker to market the Property at the specified price, with the understanding that this price may be subject to negotiation with potential buyers.

3. Broker's Responsibilities

The Broker agrees to use their best efforts to market and sell the Property, which includes, but is not limited to:

- Listing the Property on multiple listing services (MLS).
- Advertising the Property through various channels, including online platforms, print media, and social media.
- Hosting open houses and private showings for prospective buyers.
- Providing professional photographs and virtual tours to enhance the Property's appeal.
- Advising the Seller on preparing the Property for sale, including staging and necessary repairs.
- Communicating regularly with the Seller to provide updates on marketing efforts and any buyer interest.

4. Seller's Responsibilities

The Seller agrees to cooperate fully with the Broker in the marketing and sale of the Property, which includes:

- Providing access to the Property for showings, open houses, and inspections.
- Keeping the Property in clean and presentable condition.
- Disclosing any known defects or issues with the Property that could affect its value or desirability.
- Making necessary repairs or improvements as advised by the Broker to enhance the Property's marketability.
- Providing the Broker with accurate and complete information about the Property, including title, zoning, and any existing liens or encumbrances.

5. Commission

The Seller agrees to pay the Broker a commission of [Commission Percentage]% of the final sale price of the Property. The commission is due and payable at the closing of the sale transaction. In the event that the Property is sold within [X] days after the

termination of this Agreement to a buyer who was introduced to the Property by the Broker during the term of this Agreement, the Seller shall still owe the Broker the full commission.

6. Expenses

The Seller agrees to reimburse the Broker for any reasonable expenses incurred in marketing the Property, not to exceed [Maximum Amount]. These expenses may include, but are not limited to, advertising costs, staging expenses, and professional photography fees. The Broker shall provide the Seller with an itemized list of expenses incurred, along with receipts.

7. Termination

This Agreement may be terminated by either party upon [Number] days' written notice. In the event of termination, the Seller agrees to pay the Broker for any expenses incurred in marketing the Property, not to exceed [Maximum Amount]. If the Agreement is terminated by the Seller before the expiration date, and the Property is sold to a buyer introduced by the Broker within [X] days of termination, the Broker is still entitled to the agreed-upon commission.

8. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved through mediation or arbitration, as chosen by the Parties. The Parties agree to select a neutral third party to mediate or arbitrate any disputes, and to share the costs of mediation or arbitration equally. The decision of the arbitrator shall be final and binding on both Parties.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State]. Any legal actions or proceedings arising out of this Agreement shall be brought in the courts of [State].

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. Any amendments to this Agreement must be in writing and signed by both Parties.

11. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the respective Parties at the addresses set forth above, or such other address as may be provided by either party in writing.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Real Estate Listing Agreement as of the date first above written.

[Seller's Name]

Seller

Date: [Date]

[Broker's Name]

Broker

Date: [Date]