

# Listing Agreement

Broker: Steven M. Hasley Office#: \_\_\_\_\_ Brokerage: RE/MAX Action First MLS# \_\_\_\_\_

Owner Name: \_\_\_\_\_ Owner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_ Plat Book: \_\_\_\_\_ Page: \_\_\_\_\_ Brokerage Sign: Yes \_\_\_ No \_\_\_ Lockbox: Yes \_\_\_ No \_\_\_

Tax I.D. No.: \_\_\_\_\_ Owner U.S. Citizen: Yes \_\_\_ No \_\_\_ Citizen of: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Commission: \_\_\_\_\_ % List Price: \_\_\_\_\_

\_\_\_\_\_ Day Protection Period: Transaction Fee: \_\_\_\_\_ Withdrawal Fee: \$ \_\_\_\_\_ Rental Fee: \_\_\_\_\_

Special Terms \_\_\_\_\_

Seller \_\_\_\_\_ Does \_\_\_\_\_ Does not, wish to compensate Buyer Agent from compensation above. MLS Co-Broker Fee Offered: \_\_\_\_\_ % \_\_\_\_\_

**1. Exclusive Right To Sell:** Owner hereby grants to Broker an Exclusive Right To Sell for the listing period to procure a prospect ready, willing and able to enter into a transaction with Owner on Owner's property in accordance with the terms and conditions set forth herein, or upon lesser price, terms and conditions acceptable to Owner ("Brokers Service"). The term "Transaction" includes the sale, lease, option (at the time of exercise thereof), or exchange of the Owner's Property.

**2. General Terms:** Broker agrees to use earnest and continued effort to procure a transaction on Owner's property during the listing period. Owner agrees to refer to the Broker all inquiries received concerning the property during the term of the listing. Owner agrees to provide Broker with access to the property at reasonable times and permit Broker to Place a transaction sign and lockbox on the property if so indicated herein. Owner authorizes Broker to advertise the property and to publish information and updates thereof concerning the property in the Multiple Listing Service ("MLS") of the Pinellas Realtor organization (The Board) and such cross-listing services as may be established. If a lockbox is permitted by Owner on the property, Owner agrees Broker, the Board and its members, shall not be responsible for its unlawful or unauthorized entry or use. Owner agrees that the property shall be offered without respect to race, color, religion, handicap, familial status, sex, national origin, or any other illegal discrimination. Owner represents to Broker that its citizenship as indicated herein is true and correct. Owner understands that legal and tax counseling is advisable prior to entry into any transaction and special legal and tax counseling is advisable if Owner is not a U.S. Citizen.

**3. Real Estate Commission:** Owner agrees to pay Broker or Broker's Service the commission set forth below for the following;

A. If a prospect is procured for a transaction by any person, including Owner, another Broker, or member of the MLS during the listing period.

B. If a transaction is entered into or consummated regarding Owner's property within the subsequent protection period set forth herein, to any prospect whom Broker, other member of the MLS, or any other person has presented the property prior to the final termination of this listing, provided the Owner has been sent notice of the name of the prospect before or upon the final termination of the listing. This provision (B) shall not apply if an exclusive written listing agreement on the property is entered during the term of the Brokers protection period with another licensed real estate broker and a Transaction is entered into with a prior prospect during the protection period.

**4. Property Withdrawal:** In the event the Owner desires to withdraw the property listed from the market due to a substantial change in circumstances involving the property and prior to the time an offer is submitted substantially conforming to the listing terms, the Broker agrees to such withdrawal under certain terms and conditions which are as follows:

A. The Owner shall pay to Broker the Withdrawal Fee set forth above.

B. A commission shall be due Broker, notwithstanding property withdrawal, if the Owner enters into a transaction during the listing period or protection period, as applicable, for which a commission would otherwise be due under paragraphs 3A or 3B of this agreement. Should such a transaction occur, Owner agrees to pay Broker the commission otherwise due herein less the withdrawal fee.

**5. Commission Payment:** Broker's commission and fees are earned when the Broker Service is performed and payable on or before settlement. In the event a Transaction is entered into and the prospect fails or refuses to consummate the Transaction through no fault of the Owner, and the Owner elects to retain the earnest money deposit in full satisfaction of the default of the prospect, then the parties agree that the Broker shall be entitled to one half thereof, but not exceeding the commission fee otherwise due, in full satisfaction of payment for the Broker's Service pertinent to the Seller's obligation in this Transaction. If the transaction shall not be entered into or consummated because of the failure or refusal of the Owner to perform, in accordance with these listing terms or the terms of the Transaction as applicable, the full commission shall be immediately due and payable to the Broker upon demand. Should the Broker be Required to institute legal proceeding to obtain payment of its commission, then the prevailing party in such proceeding shall be entitled to recover its reasonable attorney's fees and cost incurred, including reasonable attorney's fees and court cost of appeal, if any. The parties further agree that with respect to any litigation arising out this contract the proper jurisdiction and venue shall be the courts in which the property is located.

**6. Title To Property:** Owner represents that the title and right to possession of the property is free of encumbrances and defects which cannot be removed prior to settlement and will provide title insurance as may be required to consummate the Transaction. Owner, as signed below, further represents that Owner has the necessary authority to enter into and consummate a Transaction of the property and will execute and deliver all Transaction documents in a timely fashion.

& Use of Lock Box: The Owner \_\_\_\_\_ does (initials) does Not \_\_\_\_\_ (initials) authorize the use of a Lock Box on the Owner's Property. If the Owner authorizes the use of a Lock Box, the owner expressly acknowledge that a Lock Box is not a device intended to protect the property from unauthorized entry, but rather is a device to facilitate access to the property by licensed real estate brokers and agents who are engaged in authorized efforts to market property to potential purchasers. As a result, the Owner expressly waives any claims against the Broker, the Board, or any of its members based upon losses resulting from unauthorized entry to the property gained through a key procured by reason of a failure of the Lock Box security mechanisms. This waiver of liability shall not apply to any individual's own criminal conduct.

**8. Latent Defects Acknowledgement:** Owner understand that Owner has the obligation to fully disclose all latent defects of the property to prospects which may materially affect the value or desirability of the property and Owner has no knowledge of any such latent defects other than those set forth here. Latent defects noted by the Owner will be disclosed by Broker as Owner's agent to Transaction prospects.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Salesperson of Record \_\_\_\_\_

Owner: \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_