

## Exclusive Right To Sell - Listing Service Agreement

**SELLER(S) Name** \_\_\_\_\_

Telephone 1 \_\_\_\_\_

Telephone 2 \_\_\_\_\_

Email \_\_\_\_\_

Seller is  Married  Single Type of ownership:  Joint  Sole

Possession  At Close  3-5 DAC  6-29 DAC  Negotiable

**PROPERTY:** Address \_\_\_\_\_

City, ST, ZIP \_\_\_\_\_

Municipality  City  Township \_\_\_\_\_

County \_\_\_\_\_

PPN \_\_\_\_\_

Legal \_\_\_\_\_

Total Selling Commission: \_\_\_\_\_% List Date \_\_\_\_\_ Price \$ \_\_\_\_\_ MLS: GRAR

Broker Administrative / Doc Retention fee: \$395 Agent: \_\_\_\_\_ Co: \_\_\_\_\_

1. **EXCLUSIVE RIGHT TO SALE** In consideration of Broker's efforts to market Seller's Property, negotiate with potential Buyers and facilitate the details of the transaction, Seller hereby grants Broker until 11:59pm on the 366th day AFTER the list date identified above the exclusive rights to sell this property at the price listed above. Seller will accept cash, conventional, VA, FHA, MSHDA or Rural Development financing.
2. **LAND DIVISION ACT** Seller must comply with all terms and condition of the Land Division Act. Broker makes no representations regarding any of Seller's rights or obligations under the Land Division Act. Seller is advised to contact an attorney regarding Seller's rights and obligations under the act.
3. **REAL & PERSONAL PROPERTY** In addition to all real property (including all improvements, appurtenances, attached fixtures and appliances, window curtains, shades and hardware, and cooking and heating fuels), seller also includes in the sale the following personal property: (Check all that apply)  
 Stove  Refrigerator  Dishwasher  Microwave  Freezer  Washer  Dryer  Pool & Accessories  Outdoor play equipment

Other: \_\_\_\_\_  
 But, does not include: (Please list any item that IS ATTACHED to the property that you plan to take with you. i.e. mounted TV and hardware, gun safe, etc)

4. **DISCLOSURES** Seller acknowledges being informed of Seller's responsibility to make full disclosure regarding (1) lead-based paint hazards, (2) property condition and (3) making factual statements regarding information advertised about the property, and will complete disclosures for delivery to potential buyers and update disclosures if condition changes. Broker is authorized to advise any prospective buyer to have any inspection performed.
5. **BROKERAGE & MLS PARTICIPATION FEES** Seller agrees to pay Broker a selling commission (by sale, land contract, lease or other transfer) and Broker Administrative / Document Retention Fee, both listed above upon Broker presenting an offer from an able and willing buyer. Commissions are based on contract value. Seller agrees that a portion of the selling commission, 3% of the selling price may be shared by Broker with any cooperating broker acting as a Buyer's Agent. No compensation for sub-agency or transaction coordinators. Sellers agree to no protection period for brokers after the expiration of Service Agreement.
6. **MARKETABLE TITLE** Seller represents that Seller is the sole owner of the Property and that Seller's title to said property is a good marketable title and Seller will execute and deliver such documents of conveyance as shall be required with full covenants of warranty free from all encumbrances. Seller shall order, pay and deliver to Buyer an ALTA Owners Policy of Title Insurance.
7. **OWNERSHIP RIGHTS, POSSESSION & OCCUPANCY** Ownership rights to be delivered to buyer upon closing of the sale. Seller requests Broker to advertise Seller's intention to occupy property according to the timeframe listed above. Occupancy subject to rights of present tenant, if any.
8. **MARKETING & ACCESS** Broker is authorized to list the Property on the REALTOR board / MLS system listed above. Broker is authorized to market the Property through any media, to record and display exterior and interior photographs on the Internet. Broker is authorized to place a "For Sale" sign on Property and remove all other "For Sale" signs. Broker is authorized to have access to all parts of Property for the purpose of showing same at reasonable hours and is authorized to use an electronic or combination key box on the Property.
9. **NON-DISCRIMINATION** The parties acknowledge that discrimination on the part of a real estate broker, agent, seller or lessor because of religion, race, color, national origin, age, sex, marital status, height, weight, physical or mental disability, or familial status is prohibited by law.
10. **HEIRS & SUCCESSORS** This contract binds Broker, Seller, heirs, personal representatives and anyone succeeding to their interest in the property.
11. **MLS DISCLOSURE** Seller acknowledges and agrees that the price, terms and other details of a completed transaction are not confidential and will be disclosed to REALTORS who participate in the applicable MLS in the ordinary course of business.
12. **INDEMNIFICATION** Seller shall indemnify and defend Broker and Broker's licensees and hold them harmless from any claim, suit, liability, damage or expense arising out of any showing, negotiating, purchase or closing of any property. Client agrees to limit any damages to the amount paid for Broker Administrative/Document Retention fee. Completion of closing documents is client's affirmation of their full satisfaction of the correctness and completeness of the transaction.
13. **CONSENT TO FEES** Seller acknowledges that Broker may be offered placement fees, finder's fees or other consideration from service providers who become involved in the sale of the property. Seller grants Broker permission to receive such fees and/or consideration.
14. **MODIFICATION / CANCELATION** This contract can be modified, amended, or cancelled only if Broker and Seller agree in writing. Initiating any modification, extension, etc. is the sole responsibility of the Seller. Seller must make any modification request at least 72 hours in advance. In the event Seller cancels agreement, Seller will reimburse Broker for time and material expenses of Broker and Agent.
15. **DESIGNATED AGENT** Broker appoints Agent named above as Seller's Designated Agent to exclusively represent Seller in the sale of the Seller's Property. Seller agrees that any other agent, from any brokerage including this Broker may act solely on behalf of the Buyer.
16. **POSSIBILITY OF DUAL AGENCY** If Broker acts as a dual agent (representing both Seller and Buyer) in a transaction, Seller hereby consents to this dual agency and agrees that under such circumstances, Broker will not knowingly say or do anything which might place one party at a disadvantage. Broker shall assume the role as an intermediary and facilitator to assist both Buyer and Seller.
17. **E-MAIL & FAX** The parties agree to accept all electronically transmitted documents and deem them valid and binding on all parties.
18. **AGENT FOR OWNER** Agent  may  may not disclose seller's name or contact information on the MLS.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_

# Listing Notes

School District: \_\_\_\_\_ TaxValue\$ \_\_\_\_\_ SEV\$ \_\_\_\_\_ Year \_\_\_\_\_ AnnualTax\$ \_\_\_\_\_ Homestead \_\_\_\_\_ % Zoning \_\_\_\_\_

Cross streets: \_\_\_\_\_ Prop Type:  Res  Multi  Vacant Property Subtype:  Single Family  Condo

Showing Instructions:  ShowingTime  Text / Email \_\_\_\_\_ With  No Notice  Next Day Notice  24 Hour Notice

Keybox:  None  Combo: \_\_\_\_\_  SentraLock - Serial# \_\_\_\_\_

Lot Dimensions: (LxW) \_\_\_\_\_ /43,560 = Lot Size \_\_\_\_\_ acres. Road Frontage \_\_\_\_\_

Aprox Yr Built: \_\_\_\_\_ Fireplace?  None  Wood  Gas. Number of Fireplaces \_\_\_\_\_ Income property?  Yes  No

Water Access?  Yes  No Water Front?  Yes  No Type:  Lake  River  Stream  Pond  All Sports Name of Water Body: \_\_\_\_\_

HOA / Condo Association Fee \$ \_\_\_\_\_ per  Month  Quarterly  Annually and covers (check all that apply):  Nothing

Common Area  Snow Removal  Water  Trash  Lawn Care  Cable  Electric  Heat  Sewer  Other: \_\_\_\_\_

Handicap Accessible?  Yes  No Ramp Entrance?  Yes  No

UPPER ROOMS – Bedrooms: \_\_\_\_\_ Full Baths: \_\_\_\_\_ Half Baths: \_\_\_\_\_ Finished Square Feet: \_\_\_\_\_

MAIN ROOMS - Bedrooms: \_\_\_\_\_ Full Baths: \_\_\_\_\_ Half Baths: \_\_\_\_\_ Finished Square Feet: \_\_\_\_\_

LOWER ROOMS - Bedrooms: \_\_\_\_\_ Full Baths: \_\_\_\_\_ Half Baths: \_\_\_\_\_ Finished Square Feet: \_\_\_\_\_ Unfinished Square Feet: \_\_\_\_\_

TOTALS - Bedrooms: \_\_\_\_\_ Full Baths: \_\_\_\_\_ Half Baths: \_\_\_\_\_ Finished Square Feet: \_\_\_\_\_ Unfinished Square Feet: \_\_\_\_\_

Square Footage Obtained by:  Previous Listing  Measured  Public Record  Blueprint  Prior Appraisal

Main Level Master?  Yes  No

Main Level Laundry?  Yes  No

Manufactured Home?  Yes  No Stories: \_\_\_\_\_ Design: \_\_\_\_\_ TTL Rooms above ground: \_\_\_\_\_

Garage:  None  Attached  Detached  Carport # of Stalls: \_\_\_\_\_

Ext Material:  Aluminum  Vinyl  Wood  Brick  Block  Other: \_\_\_\_\_

Windows:  Bay/Bow  Insulated  Low E  Replacement  Screens  Storms  Skylight

Roofing:  Shingle  Metal  Tile  Other: \_\_\_\_\_

Basement:  None  Full  Daylight  Walkout  MI  Crawl  Slab  Other: \_\_\_\_\_

Sewer:  Public  Septic Water:  Public  Well

Kitchen Feat:  None  Bkfst Nook  Pantry  Snack Bar  Mud Room

Heat Source:  Nat Gas  Elec  Propane  Wood  Oil  Other: \_\_\_\_\_

Heat Type:  Forced Air  Baseboard  Gravity  Other: \_\_\_\_\_

Air Conditioning  None  Central  Window Unit

Ext Features:  None  Deck  Patio  Play Equipment  Fenced Back  3 Season Porch  Porch

Pool:  None  In Ground  Above Ground  Association

Outbuilding:  None  Storage Shed  Pole Barn  Barn  Other: \_\_\_\_\_

Driveway:  Paved  Unpaved Street:  Paved  Unpaved  Private  Easement  Seasonal

# Seller's Disclosure of HOA/Condo Information

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

Association Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

HOA/Condo Website: \_\_\_\_\_

Is this property a part of an association?  Yes  No  
Does this property have a private road agreement?  Yes  No  
Dues: \$ \_\_\_\_\_  Monthly  Quarterly  Yearly

Dues Include:  Common Area  Snow Removal  Road Maintenance  
 Water  Trash  Lawn Care  
 Cable  Electric  Heat  
 Sewer  Other: \_\_\_\_\_

Association Restrictions:

Pets	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes, if approved	<input type="checkbox"/> No	Explain: _____
Pole Buildings:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes, if approved	<input type="checkbox"/> No	<input type="checkbox"/> Existing
Storage Shed:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes, if approved	<input type="checkbox"/> No	<input type="checkbox"/> Existing
Fences:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes, if approved	<input type="checkbox"/> No	<input type="checkbox"/> Existing
Pools:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes, if approved	<input type="checkbox"/> No	<input type="checkbox"/> Existing

Are there any SPECIAL ASSESSMENTS due? \$ \_\_\_\_\_

Explain: \_\_\_\_\_

Does Seller have a copy of the following?

By-Laws?	<input type="checkbox"/> Yes	<input type="checkbox"/> Found at Website	<input type="checkbox"/> No
Covenants and restrictions?	<input type="checkbox"/> Yes	<input type="checkbox"/> Found at Website	<input type="checkbox"/> No
Meeting minutes, Financials?	<input type="checkbox"/> Yes	<input type="checkbox"/> Found at Website	<input type="checkbox"/> No