



EXCLUSIVE LISTING AGREEMENT FOR SALE OF REAL PROPERTY
SAMPLE

This Listing Agreement is made and entered into on this the _____ day of _____, _____, between _____, as owner of the real property described herein, (hereinafter referred to as "Seller"), and _____ (hereinafter referred to as "Broker").

Seller desires to sell real property situated in _____ County, Georgia, known as _____

as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein, including all buildings and improvements thereon and all fixtures and appurtenances (all of the foregoing being collectively referred to hereinafter as the "Property").

Broker is licensed by the Georgia Real Estate Commission as a real estate broker and will act on behalf of Seller with respect to the negotiations for the sale of the Property. Broker is a member of the Atlanta Commercial Board of REALTORS®, Inc.

Seller desires to engage the services of Broker to market and offer the Property for sale, and Broker desires to assist Seller in that connection, upon the terms, provisions and conditions contained hereinafter.

FOR AND IN CONSIDERATION OF the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. APPOINTMENT OF BROKER. Seller hereby appoints Broker as its sole and exclusive broker for the term hereof with the sole exclusive right to offer the Property for sale or exchange at the Listing Price, on the terms and conditions contained herein, or for such other price and on such other terms as may be acceptable to Seller. Broker will cooperate with and compensate subagents representing only Seller and/or purchaser's agents representing only the purchaser.

2. BROKER'S POLICY ON AGENCY/CONFIDENTIALITY/DISCLOSURE.

(a) Broker's agency policy is to represent sellers, purchasers, landlords, and tenants in the same transaction with disclosed dual agency when the clients both consent in writing, and Sellers and Purchasers in the same transaction when both the clients consent in writing. Broker also offers designated agency by assigning Broker's salespersons to represent solely each client to the exclusion of all other clients in the same transaction and to the exclusion of all other salespersons affiliated with Broker.

(b) Unless otherwise required by law or Seller permits disclosure of the information by subsequent word or conduct, Broker agrees to maintain the confidentiality of all information as confidential by Seller, if that information is received by Broker during the term of this Agreement, as required by the Brokerage Relationships in Real Estate Transaction Act.

(c) Broker has no other known agency relationships which would conflict with the interest of Seller (with the exception that Broker may represent other sellers, purchaser's, landlords, and tenants in buying, selling or leasing property) except as follows:

3. LISTING PRICE. The Property shall be offered at a price of _____ Dollars (\$ _____),

(hereinafter the "Listing Price") payable upon the following terms and conditions:

_____ or any other price and terms acceptable to Seller.

4. LISTING TERM. The term of this Agreement shall commence on the _____ day of _____, _____, and shall terminate on the _____ day of _____, _____, (the "Expiration Date"). This term shall be automatically extended for _____ additional days unless Seller gives Broker written notice prior to said Expiration Date that the term will not be automatically extended. In the event that Seller enters into a sales contract while this Agreement is in effect, the term and other time periods set forth in this Agreement shall be automatically extended for a period of time equal to the number of days between the date of execution of said sales contract and the date said sales contract is finally terminated.

5. COMMISSION. In consideration of the services to be rendered by Broker to and for the benefit of Seller with respect to the listing for sale and procuring of a purchaser for the Property, Seller agrees to pay Broker a commission in an amount equal to _____ % of the gross sales price for the Property in the event that during the term of this Agreement: (a) Broker individually or in cooperation with any other broker procures a person ready, able and willing to purchase the Property at the Listing Price, or (b) Seller enters into an enforceable contract for the sale or exchange of the Property, or any legal or equitable interest in the Property, with any purchaser, without exclusion as to any purchaser, whether by or through the efforts of Broker or any other person, including Seller. Seller also agrees to pay to Broker said commission if within ninety (90) days after termination of this Agreement the Property, or any legal or equitable interest in the Property, is sold, exchanged or conveyed to any prospective purchaser whose attention has been called to the Property by Broker or any cooperating broker during the term of this Agreement.

Broker shall deliver to Seller a notice in writing containing a list of such prospective purchasers on or before ten (10) days after the termination of this Agreement. If Seller enters into a listing agreement with another licensed real estate broker with respect to the Property after the termination of this Agreement, Seller shall exclude sales or exchanges of the Property to any prospective purchaser named in said written notice from said listing agreement for said ninety (90) day period. "Prospective purchasers" as used in this paragraph shall include such person or entity, their respective family members, and affiliates or other entities over which they may exercise control.

Seller shall pay Broker said commission at the time of the consummation of the sale or exchange of the Property in immediately available U.S. funds. Seller hereby expressly authorizes Broker to share the commission with any other licensed real estate broker or brokers in any proportion agreeable to Broker.

6. BROKER'S AUTHORITY. Seller authorizes Broker to:

- A. Utilize such marketing techniques and programs as Broker deems appropriate for and advantageous to the sale of the Property, including the placement of a "For Sale" sign or signs on the Property and the removal of any existing signs;
- B. Enter the Property at reasonable times with cooperating brokers and their salespersons for the purpose of showing the Property to prospective purchasers; and
- C. Incur reasonable expenses at Seller's expense for marketing the Property, in an amount not to exceed \$ _____.

7. SELLER'S COVENANTS. Seller agrees to cooperate with Broker, its salespersons and any cooperating brokers fully with respect to Broker's efforts to sell the Property. Seller agrees to refer to Broker all inquiries received by Seller relating to the sale of the Property and to conduct all negotiations with prospective purchasers of the Property through Broker. Seller agrees to reimburse Broker for all authorized expenses incurred by Broker in marketing the Property.

Seller represents and warrants to Broker that:

- A. Seller (i) is the sole fee simple title owner to the Property, (ii) is authorized and has the capacity to execute and deliver this Agreement, and (iii) has the right to convey title to the Property to a purchaser by warranty deed.
- B. There are no actions, suits or proceedings pending or threatened against Seller or the Property affecting any portion of the Property.
- C. There are no pending or threatened condemnation actions or special assessments of any nature with respect to the Property nor has Seller received any notices of any such condemnation action or special assessment.
- D. There are no foreclosures pending or threatened with respect to the Property, nor has Seller received any notices of any such foreclosure action being contemplated.
- E. Seller has not received any notice in writing or otherwise from any governmental agency requiring the correction of any violation with respect to the Property or any part thereof.
- F. The Property has no known significant or material latent defects and none of the improvements on the Property have been constructed with materials known to be a potential health hazard to occupants of the Property, except as disclosed in writing by Seller to Broker in the Owner's Property Disclosure Notice executed by Seller at the time this Agreement is executed. Seller hereby authorizes Broker to disclose to prospective purchasers all information with respect to the Property either furnished by Seller to Broker

on the Owner's Property Disclosure Notice, or otherwise furnished to Broker. Seller agrees to hold Broker harmless of and from any and all damages, claims, costs and expenses of every kind and character resulting from or relating to Seller's furnishing to Broker any false, incorrect or inaccurate information with respect to the Property or failing to disclose to Broker any material latent defects in the Property.

G. The Property shall be offered, shown and made available for sale to or exchange with all persons on a non-discriminatory basis, without regard to race, color, religion, sex, handicap, familial status or national origin.

8. NOTICES. Any notices required or permitted hereunder shall be deemed delivered on the date such notice is sent by registered or certified mail, return receipt requested, or on the date such notice is delivered in person evidenced by a signed delivery receipt, to the party entitled to receive such notice at the respective address of each party hereto set forth on the signature page hereof or at such other address a party hereto shall hereafter designate by written notice in compliance with the terms of this paragraph to the other party hereto.

9. LIMITATION OF LIABILITY. Seller agrees that Broker and any cooperating brokers shall not be responsible in any manner for personal injury to any person or for any loss or damage to personal or real property due to vandalism, theft, freezing water pipes or any other cause of damage or loss whatsoever with respect to the Property.

10. LEGAL EXPENSES. In the event it is necessary for Broker to retain an attorney to enforce the provisions hereof, in addition to the commission payable hereunder, Broker shall be entitled to recover from Seller reasonable attorney's fees and all other costs of collection incurred by Broker in connection therewith.

11. SEVERABILITY CLAUSE. If any term, provision or covenant contained herein is found to be invalid or unenforceable by a court of competent jurisdiction, then the parties agree that such invalid term, provision or covenant shall be deemed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect and shall remain fully valid and enforceable.

12. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, the parties thereto or permitted assigns. Neither this Agreement nor any of the rights, duties or benefits hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. This instrument contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. No representation, promise or inducement not included in this Agreement shall be binding on any party hereto. This Agreement cannot be amended or canceled except by an agreement in writing executed by each of the parties hereto.

13. SPECIAL STIPULATIONS:

IN WITNESS WHEREOF, Seller and Broker have hereto set their hands and seals as of the date indicated below.

Seller acknowledges that Seller has read and understood the terms of this Agreement and has received a copy of it.

Signed sealed and delivered
in the presence of:

SELLER: _____

SAMPLE (Seal)

Witness: _____

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

SAMPLE

Signed sealed and delivered
in the presence of:

BROKER: _____

Witness: _____

SAMPLE

By: _____ (Seal)

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

SAMPLE

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Atlanta Commercial Board of REALTORS® Inc.
Exclusive Listing Agreement for Sale of Real Property
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ACBR Form #018

SAMPLE