

PROPERTY ADDRESS: Sample CITY, STATE _____

1 **1. AGENCY.** Seller has received and read a copy of the Initial Agency Disclosure Pamphlet. SELLER
2 authorizes BROKER's FIRM to appoint BROKER to act as SELLER's listing BROKER. It is understood
3 and agreed that this Agreement creates an agency relationship with BROKER and BROKER's FIRM only,
4 not with any other brokers of BROKER's FIRM. Any broker other than BROKER who procures a
5 prospective buyer for the Property will not be representing SELLER and may represent a buyer.

6 **2. EXCLUSIVE RIGHT TO SELL.** In consideration for the services to be rendered by the undersigned
7 BROKER's FIRM, the undersigned SELLER hereby grants to BROKER's FIRM the exclusive right to sell
8 the property located at the address set forth above and more particularly described on the RMLS™ Listing
9 Data Input Form hereto attached (the "Property").

10 This listing is:

11 _____ AN ACTIVE LISTING (ACT). Date marketing to begin is Sample, _____,
12 which will be the List Date published in RMLS™. No marketing may occur before such date.

13 _____ COMING SOON-NO SHOWING LISTING (CSN). Will automatically convert to ACT on
14 first date for showing and Date marketing to begin on Sample, _____ (not
15 more than 21 days from date of this Agreement). Property will be shown in RMLS™ as CSN status
16 and is subject to certain marketing restrictions, as provided in the RMLS™ Rules and Regulations,
17 including a prohibition against any showings and Internet advertising. A sign and flyer including
18 the phrase "Coming Soon" may be placed on the Property.

19 _____ EXCLUDED FROM MLS. The Property will not be submitted to, or published in, RMLS™.
20 The Authorization to Exclude from MLS Addendum and Public Marketing must be completed and
21 submitted to RMLS™.

22 For purposes of this Section, marketing includes, but is not limited to, flyers displayed in windows, yard
23 signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW),
24 digital communications marketing (email blasts), multi-brokerage listing sharing networks, and
25 applications available to the general public. SELLER further allows BROKER's FIRM a reasonable time
26 after termination or expiration of this Agreement to close any transaction on which earnest money, has been
27 paid, or a promissory note for earnest money has been tendered. No extension or renewal of this Agreement
28 shall be effective unless it is in writing signed by SELLER and authorized signatory of BROKER's FIRM.

29 **3. LIST PRICE.** List Price \$ Sample.

30 **4. TERM.** This Agreement is effective when fully signed by all parties, and shall terminate at 11:59 p.m.
31 on Sample, _____.

32 **5. BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 8 below in an amount
33 equal to Sample% of the selling price or option exercise price of the Property or
34 \$ _____. From the brokerage fee an amount equal to _____% of the selling price or option
35 exercise price of the Property or \$ _____ will be offered to Cooperating Firm (BAC). SELLER
36 hereby irrevocably assigns to BROKER's FIRM the proceeds of such transaction to the extent of
37 BROKER's FIRM's fee and irrevocably instructs the escrow agent, if any, to pay BROKER's FIRM's fee
38 at closing out of such proceeds.

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39 **6. DISBURSEMENT.** In the event of forfeiture of earnest money for any transaction relating to this
40 Agreement, the earnest money shall be disbursed as follows: SELLER _____% BROKER'S FIRM
41 _____% OR (check if applicable) [] to BROKER'S FIRM to the extent of the brokerage fee, with
42 balance to SELLER. SELLERS' Initials Sample / _____

43 **7. INSUFFICIENT PROCEEDS.** If the proceeds from the sale of the Property are insufficient to cover
44 costs at closing, SELLER acknowledges that the decision by any beneficiary or mortgagee, or its assignees,
45 to release its interest in the Property for less than the amount owed, does not automatically relieve SELLER
46 of the obligation to pay any debt or costs remaining at closing, including fees such as the BROKER'S
47 FIRM'S commission.

48 **8. RIGHT TO COMPENSATION.** In consideration for the services herein described, SELLER shall
49 pay BROKER'S FIRM the brokerage fee set forth in Section 5 above if BROKER'S FIRM or any
50 cooperating broker, including, but not limited to, a buyer's broker:

- 51 (a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set forth
52 in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER may
53 accept; or
54 (b) places SELLER in contact with a person to whom SELLER sells the Property during the term
55 of this Agreement or within Sample (_____) days after termination of this
56 Agreement.

57 **In any event, SELLER shall pay the sum set forth in Section 5 above to BROKER'S FIRM if SELLER**
58 **cancels the authority hereby given or if SELLER sells or agrees to sell the Property during the term**
59 **of this Agreement or any extension or renewal hereof.** Section 8 (b) above shall not apply if, following
60 the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate
61 broker and if the application of such section(s) would result in SELLER'S liability for more than one
62 brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the
63 event of an exchange, trade or lease option, BROKER'S FIRM is permitted to represent and receive
64 compensation from both parties.

65 **9. SERVICES; AUTHORITY.** BROKER'S FIRM will market the Property, and in connection therewith,
66 SELLER hereby authorizes BROKER'S FIRM to do the following:

- 67 (a) place a "for sale" sign on the Property and to remove all other similar signs;
68 (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in
69 order to show the Property, all at SELLER'S expense;
70 (c) obtain and disclose any information pertaining to any present encumbrance on the Property;
71 (d) if authorized pursuant to Section 10 below, obtain a key to the Property and place such key in a
72 lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss or
73 damage associated with the use of such lock box (SELLER should consult SELLER'S homeowner's
74 insurance policy to determine coverage);
75 (e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour;
76 (f) place information regarding this listing and the Property in the RMLS™;
77 (g) accept deposits on SELLER'S behalf. BROKER'S FIRM is authorized to cooperate with other
78 brokers and to share with such other brokers any commissions or compensation payable under this
79 Agreement; and
80 (h) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic means even
81 after the term of this Agreement.

