

CANCELLATION OF EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. This form is only for use by licensed REALTORS® in the State of North Dakota.

1 The cancellation of EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT dated _____, 20____
2 between:

3 **SELLER(s):** _____

4 and **BROKER:** _____

5 MLS # _____

6 Street Address: _____

7 City: _____ State: _____ Zip Code: _____ County: _____

8 has been requested due to _____

9 _____.

10 By signing below, the request to cancel the EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT and
11 withdraw the Property from the market is effective starting on the date of _____, 20____,
12 subject to acceptance by all parties. Seller(s) may be obligated to pay commissions and/or broker compensation
13 outlined in the EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT, or as agreed upon below, whether or
14 not the Seller(s) uses the services of the Broker or Broker's Agent(s).

15 If within _____ calendar days from the cancellation of the EXCLUSIVE RIGHT TO SELL LISTING
16 AGREEMENT, Seller(s) sells or agrees to sell, or exchanges or agrees to exchange, the Property with anyone
17 who during the EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT made an affirmative showing of
18 interest in the Property or was physically shown the Property.

19 In addition, Seller(s) agrees to pay Broker \$ _____, to be paid no later than _____, 20____.

20 Seller(s) acknowledges they should contact the Broker or Agent(s) at any time if Seller(s) have questions
21 regarding the original EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT, this Cancellation, or Seller's
22 obligations.

23 After the cancellation of the EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT, Seller(s) understands
24 that Seller(s) does not have to compensate Broker if Seller(s) signs another valid listing contract under which
25 Seller(s) is obligated to pay a compensation to another Broker. Any exceptions shall be listed in Additional
26 Provisions.

27 **ADDITIONAL PROVISIONS:** _____

28 _____.

29 Upon execution of this Cancellation, the Seller(s) and Broker agree all rights and obligations under the
30 EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT shall be deemed cancelled with consideration of
31 terms above.

32 _____
33 Seller Signature Date Broker Signature Date

34 _____
35 Seller Signature Date Agent Signature Date