

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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1 **DATE:** _____

2 This Exclusive Right to Sell Listing Agreement (“Agreement”) is between:

3 **SELLER(s):** _____ and

4 **BROKER:** _____.

5 **LISTING TERMS:** The Seller(s) hereby grants to the above named Broker the exclusive right to sell or exchange the
6 Property hereafter described, from the Agreement start date _____ to _____ at 11 :59 P.M.,
7 on the following terms. Seller(s) has the full and legal right to sell the Property and will sign all closing documents
8 (including a Warranty Deed or Contract for Warranty Deed) necessary to transfer to Buyer(s) marketable ownership of
9 the Property.

10 **PROPERTY ADDRESS:**

11 Street Address: _____

12 City: _____ State: _____ Zip Code: _____ County: _____

13 **LEGAL DESCRIPTION:** _____

14 _____

15 _____

16 _____

17 **LIST PRICE:** \$ _____ or at such price and terms as shall be acceptable to Seller(s).

18 Minerals, if owned, included: Yes No Unknown

19 Personal Property Included: _____

20 _____

21 Personal Property Excluded: _____

22 _____

23 Does Seller(s) have an Abstract? Yes No **OR** Title Insurance? Yes No Policy # _____

24 Is there a loan against the Property? Yes No If "Yes," are loan payments up to date? Yes No

25 Is a sign permitted on the Property? Yes No

26 Lock Box? Yes No Lock Box Location: _____

27 Seller(s) has a contract with a **Power Company** **Fuel Tank Rental** **Water Softener Service** **Rural Water**
28 **Membership**

29 Terms: _____

30 Is there a functioning audio/visual surveillance system on the Property? Yes No If “Yes,” Seller(s) agrees to post
31 notice of such at the entrance where potential Buyer(s) may enter the Property. Seller(s) understands that Broker must
32 disclose this information to all parties. Seller(s) should seek appropriate legal advice if Seller(s) intend to utilize technology
33 that may intercept audio or visual communications between persons other than Seller(s).

34 Is there a security system installed on the Property? Yes No If “Yes,” Terms: _____

35 _____

36 Home Protection Plan: Seller(s) will will not provide a home protection plan.

Seller(s) Initials _____

37 Is there a well on the Property? Yes No If “Yes,” see WELL DISCLOSURE.

38 Is there a subsurface sewer system/septic system on the Property? Yes No If “Yes,” see PRIVATE SEWAGE
39 TREATMENT SYSTEM DISCLOSURE. Seller(s) has been informed that if there is a subsurface sewer system/septic
40 system on the Property, it may be required to meet certain federal, city, county, or state certification standards. Seller(s)
41 assumes responsibility for the inspection and will hold Broker harmless of any responsibility for said system.

42 Does Seller(s) currently have flood insurance? Yes No

43 Seller(s) understands that Broker intends to rely on the accuracy of the information Seller(s) furnishes, including
44 information about the condition of the Property. Seller(s) agrees to hold Broker harmless and defend Broker from any
45 costs, expenses, or damages, including attorney’s fees incurred by Broker as a result of Seller’s withholding information
46 from Broker or as a result of giving Broker any information which is incorrect.

47 This shall serve as the Seller’s written notice granting the Broker or any authorized closing agent permission to obtain:

- 48 1.) mortgage and title policy information (i.e. mortgage balance, interest rate, payoff and/or assumption figures,
49 etc.) regarding any existing financing on this Property, and
- 50 2.) utility information.

51 **SELLER’S DUTIES:** The Seller(s) will:

- 52 a) cooperate with Broker in selling the Property, and authorizes Broker, Broker’s Agent(s), and/or Agent(s) with
53 customers or clients to enter the Property for the purposes of showing/reviewing the Property at reasonable times;
- 54 b) promptly tell Broker about all inquiries received about the Property;
- 55 c) provide Homeowner’s Association documents, if applicable;
- 56 d) provide and pay for any inspections and reports if required by any governing authority;
- 57 e) give the Buyer(s) an up-to-date abstract, or current owner’s title insurance commitment, or mobile home
58 registration;
- 59 f) provide SELLER’S PROPERTY DISCLOSURE;
- 60 g) warrant appliances, heating, air conditioning, wiring, and plumbing on Property to be in working order on date
61 of closing, except _____;
62 _____;
- 63 h) remain responsible for security, maintenance, lawn care, snow removal, utilities, and insurance while Seller(s)
64 owns the Property; and
- 65 i) remain responsible for safekeeping, securing, and/or concealing any valuable personal property during showings
66 or open houses.

67 **BROKER AUTHORITY:** Seller(s) authorizes Broker to market the Property to the Public, obtain information relating to
68 the present mortgage(s) on the Property, and provide objective comparative market analysis information to potential
69 Buyer(s).

70 **MULTIPLE LISTING SERVICE AND INTERNET MARKETING:** Seller(s) understands the Broker is a member of a
71 Multiple Listing Service (MLS) and will give information to the MLS concerning the Property. Seller(s) grants Broker
72 access to the Property and authorizes Broker to market the Property including submission of data to a MLS.

73 Shall the Property listing be displayed on the Internet, including sold information? Yes No

74 Shall the listing address (house and unit numbers and street name) be displayed on the Internet? Yes No

75 Shall an automatic valuation of the Property listing or a link to an automated valuation be displayed adjacent to the
76 listing? Yes No

77 Shall comments or reviews of the Property by persons other than the displaying Broker be displayed with or attached as
78 a link to the listing data of the Property? Yes No

79 **BROKER COMPENSATION:** Seller(s) hereby authorizes Broker to market Seller’s Property and allows Broker to share
80 Broker compensation with cooperating real estate Brokers. The commission rate for the sale, lease, rental, or management
81 of real property shall be determined between each individual real estate Broker and its client.

82 Seller(s) will pay Broker compensation of _____% of the purchase price to be split as follows:

83 with Buyer’s Broker: _____% or Other Broker: _____%

84 **OR**

Seller(s) Initials _____

85 a sum of \$ _____, to be split with Buyer's Broker: \$ _____ or Other Broker: \$ _____ whichever is
 86 greater of Lines 82 and 85 or other terms: _____
 87 upon the happening of the following events:

- 88 a) at closing of the sale;
- 89 b) if Broker presents a Buyer(s) who is willing and able to buy or exchange the Property at a price and terms required
 90 in the PURCHASE AGREEMENT, but Seller(s) refuses or fails to sell for any reason;
- 91 c) if Seller(s), before expiration of this Agreement, agrees to a sale or exchange of the Property with any person, even
 92 if Broker did not present the Buyer(s), and even if Seller(s) sells or exchanges the Property without Broker's
 93 assistance;
- 94 d) if within _____ days after the end of this Agreement, Seller(s) sells or agrees to sell, or exchanges or agrees to
 95 exchange, the Property with anyone who:
 - 96 1. during this Agreement made inquiry of Seller(s) about the Property and Seller(s) did not tell Broker
 97 about the inquiry;
 - 98 2. during this Agreement made an affirmative showing of interest in the Property or was physically shown
 99 the Property;

100 After the expiration of this Agreement, Seller(s) understands that Seller(s) does not have to compensate Broker if Seller(s)
 101 signs another valid listing contract under which Seller(s) is obligated to pay a compensation to another licensed real estate
 102 Broker.

103 **APPOINTED AGENCY REPRESENTATION:** The Broker will appoint to the Seller(s), in writing, a licensed Agent(s)
 104 who will be acting as the Seller's Appointed Agent(s) to the exclusion of all other affiliated licensed Agent(s) of the Broker.
 105 By agreeing to Appointed Agency, the Seller(s), the Broker, the Agent(s) of the Broker and the Appointed Agent(s) named
 106 below are considered to possess only actual knowledge and information. By an act of North Dakota Law, the definitions
 107 regarding Appointed Agency make it clear that there is no imputed knowledge or information between the Seller(s),
 108 the Broker, the Broker's Agent(s), or the named Appointed Agent(s).

109 _____ ("Appointed Agent(s)"), an affiliated
 110 licensed Agent(s) of the Broker, is appointed to act solely as an Agent(s) for the Seller(s) unless they personally represent
 111 the Buyer(s), in which event the Appointed Agent(s) is considered a Dual Agent (see Lines 125-140) in this transaction
 112 only. Seller's designated Appointed Agent(s) is obligated not to reveal any confidential information obtained from the
 113 Seller(s) to other licensed Agents, except to the Broker in charge of the oversight of the Seller's transaction.

- 114 It is understood that the Broker may appoint another Agent(s) for the Seller(s) during the term of this Agreement if:
- 115 1. The Appointed Agent(s) is not able to fulfill the terms of this Agreement, and/or
 - 116 2. The Seller(s) and the Broker mutually agree to the appointment of another Agent(s). An appointment of another
 117 Agent(s) as a new or additional Agent(s) does not relieve the first Appointed Agent(s) of any of the duties owed to
 118 the Seller(s) as previously described in this Agreement.

119 Having read and understood this information, Seller(s) makes the following decision:

120 Seller(s) **accepts** **does not accept** a possible Appointed Agency Representation.

121 _____
 122 Seller Signature Date Agent Signature Date

123 _____
 124 Seller Signature Date

125 **DUAL AGENCY REPRESENTATION:** Dual Agency means the Broker represents both Buyer(s) and Seller(s) and owes
 126 the same duties to both parties. This agency relationship will prohibit the Broker from advocating exclusively for either
 127 party. Dual Agency will limit the level of representation the Broker can provide. Confidential information communicated
 128 by Buyer(s) or Seller(s) to the Broker in regard to price, terms, or motivation will remain confidential unless Buyer(s) or
 129 Seller(s) instructs the Broker in writing specific information to disclose. All other information may be shared. The Broker
 130 cannot act as a Dual Agent unless both Seller(s) and Buyer(s) agree.

131 By agreeing to a **possible** Dual Agency, Seller(s) may be giving up the right to exclusive representation in a transaction
 132 where the Agent(s) representing Seller(s) and Buyer(s) work for the same Brokerage or when one Agent is representing
 133 both Seller(s) and Buyer(s).

Seller(s) Initials _____

134 By not agreeing to a **possible** Dual Agency: Seller(s) will be giving up the opportunity to show and sell the Property to a
 135 Buyer(s) client from the same Brokerage as Seller's Agent, unless Appointed Agency applies.

136 Seller(s) **accepts** **does not accept** a possible Dual Agency Representation.

137 _____
 138 Seller Signature Date Agent Signature Date

139 _____
 140 Seller Signature Date

141 **CONSENT FOR COMMUNICATION:** Seller(s) authorizes Broker and Broker's representatives to contact Seller(s) by
 142 mail, phone, fax, email, or other means of communication during the term of this Agreement and anytime thereafter.

143 **MULTIPLE OFFER DISCLOSURE:** Based on receiving a guide or other information regarding multiple offers, Seller(s)
 144 now instructs Broker as follows:

- 145 Seller(s) agrees that the Listing Agent(s) should inform Agents in the event of a multiple offer situation.
- 146 Seller(s) does not want the Listing Agent(s) to disclose multiple offer situations to other Agent(s).

147 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** 26 U.S. Code § 1445 of the Internal Revenue
 148 Code provides that a transferee ("Buyer(s)") of a United States real property interest must be notified in writing and must
 149 withhold tax if the transferor ("Seller(s)") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer(s)
 150 and Seller(s) agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code. Seller(s) shall
 151 represent and warrant, under the penalties of perjury, whether Seller(s) is a "foreign person" (as the same is defined within
 152 FIRPTA), prior to closing. Any representations made by Seller(s) with respect to this issue shall survive the closing and
 153 delivery of the deed.

154 Buyer(s) and Seller(s) shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
 155 reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
 156 identification numbers or Social Security numbers.

157 Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
 158 withholding the applicable tax, Buyer(s) and Seller(s) should seek legal and tax advice regarding FIRPTA compliance, as
 159 the respective Broker(s)/Agent(s) representing or assisting either party will be unable to assure either party whether the
 160 transaction is exempt from FIRPTA withholding requirements.

161 Seller(s) represents and warrants, under penalty of perjury, that Seller(s) is not a foreign person (i.e., a non-resident alien
 162 individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See
 163 Lines 147-160.) This representation and warranty shall survive the closing of the transaction and delivery of the deed.

164 **NOTICES AND NONDISCRIMINATION:** As of this date, Seller(s) **has** **has not** received notice from any
 165 municipality, government agency, or homeowner's association about the Property that Seller(s) has not told the Broker
 166 about, and Seller(s) agrees to promptly tell the Broker of any notice of that type should Seller(s) receive.

167 Seller(s) understands that Broker may not refuse to sell to, or discriminate in the terms, conditions, or privileges of sale
 168 against, or indicate or publicize that sale is unwelcome, objectionable, not acceptable, or not solicited from, any person due
 169 to that person's race, color, religion, sex, national origin, age, physical or mental disability, family status, status with
 170 respect to marriage, or status with respect to public assistance. Seller(s) understands further applicable laws, rules, or
 171 ordinances may include other protected classes of persons.

172 **ELECTRONIC SIGNATURES:** The Seller(s) agrees the electronic signature of any party on any document related to
 173 this transaction constitutes valid, binding signatures.

174 **CLOSING SERVICES:** After the PURCHASE AGREEMENT for the Property is fully executed, arrangements must be
 175 made to close the transaction. Seller(s) understands that no one can require Seller(s) to use a particular person to conduct
 176 the closing and that Seller(s) may arrange for another qualified person, including Seller's attorney, to conduct the closing.
 177 The real estate Broker, real estate Agent(s), or real estate closing agent, has not, and under applicable state law, may not,
 178 express opinions regarding the legal effect of the closing documents or of the closing itself. Seller(s) has indicated Seller's
 179 choice for closing services (Select one):

- 180 Seller(s) requests Broker arrange for closing services. Broker will give Seller(s) written disclosure of any controlled
 181 business arrangement Broker has with the closing services Broker selects.
- 182 Seller(s) will arrange for a qualified closing agent or Seller's attorney to conduct the closing.

Seller(s) Initials _____

183 **ADDITIONAL PROVISIONS:** _____
184 _____
185 _____
186 _____

187 I hereby certify that I have received a copy of this Agreement and agree to its terms.

188 _____	_____	_____
189 Acceptance Date	Seller Signature	Date
190 _____	_____	_____
191 Brokerage Name	Seller Signature	Date
192 _____	_____	_____
193 Brokerage Phone	Seller's Street Address	
194 _____	_____	_____
195 Broker/Agent Printed Name	City	State Zip Code
196 _____	_____	_____
197 Broker/Agent Signature	Seller's Phone	
198 _____	_____	_____
199	Seller's Email	

