

SELLER(S) CUSTOMER SHOWING 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 **DATE:** _____

2 This is an Agreement between:

3 **SELLER(s):** _____

4 and **BROKER:** _____

5 Street Address: _____

6 City: _____ State: _____ Zip Code: _____ County: _____

7 With the legal description of:

8

9

10 This Agreement starts _____, 20____ and ends 11:59 p.m. on _____, 20____ for
11 Buyer(s) _____, to whom the Broker would like to show and sell
12 the Property.

13 Unless otherwise specified, the term “Broker,” as used in this form, includes both Broker and Broker’s Agent(s).

14 Seller(s) warrants they have the legal right to market and sell the Property. Seller(s) will sign necessary closing
15 documents to transfer ownership to the Buyer(s) at closing.

16 Showing Broker or Agent(s) is not representing Seller(s). Showing Broker IS IS NOT representing prospective
17 Buyer(s). With this Agreement, Seller(s) is not listing the Property with the showing Broker. Seller(s) can sell the
18 Property to other buyers during the term of this Showing Agreement. If Seller(s) desires to list the Property with a
19 broker, options can be obtained from the Agent(s).

20 **DISCLOSURES:** Seller(s) is required to complete the SELLER’S PROPERTY DISCLOSURE and other disclosures,
21 in accordance with North Dakota Century Code 47-10-02.1.

22 **SELLER’S DUTIES:**

- 23 • Cooperate with Broker in selling the Property.
- 24 • Provide all disclosures; homeowners association documents; covenants, conditions, and restrictions; and
25 other pertinent property information.
- 26 • Provide Buyer(s) with updated abstract of title or owners title commitment at close.
- 27 • Remain responsible for security, maintenance, utilities, and insurance while the Seller(s) owns the
28 Property.
- 29 • Seller(s) will secure and conceal any valuable personal property and medications during showings.
- 30 • Provide and pay for any inspections and reports required by any governing authority.

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

35 **OTHER PROFESSIONAL SERVICES:** Seller(s) acknowledges that Broker is retained solely as a real estate
36 agent and **not** as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other
37 professional service advisor. Seller(s) has been advised to seek professional advice concerning the condition of the
38 property, legal, and tax matters.

Seller(s) Initials _____

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

44 **MULTIPLE LISTING SERVICE:** Broker is a member of a Multiple Listing Service (MLS). If the Broker sells the
45 Property, the Broker may give information to MLS concerning the Property sales price and terms of sale after
46 closing.

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

50 **CLOSING SERVICES:** After the PURCHASE AGREEMENT for the Property is signed, arrangements must be
51 made to close the transaction. Seller(s) understands that no one can require Seller(s) to use a particular person to
52 conduct the closing and that Seller(s) may arrange for another qualified person, including Seller's attorney, to
53 conduct the closing. Seller(s) has indicated Seller's choice for closing services (select one):

54 Seller(s) requests Broker arrange for closing services. Broker will give Seller(s) written disclosure of any
55 controlled business arrangement Broker has with the closing services Broker selects.

56 Seller(s) will arrange for a qualified closing agent or Seller's attorney to conduct the closing

57 **BROKER COMPENSATION:**

58 **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

59 In consideration of the services to be performed by the Broker, the Seller(s) agrees to pay the Broker as follows
60 (Check all that apply):

61 1) Seller(s) agrees to pay Broker compensation of _____% of the purchase price.

62 2) Seller agrees to pay a flat fee of \$_____.

63 3) Seller(s) agrees to pay Broker a transaction fee of \$_____.

64 4) Other terms: _____.

65 Compensation is due upon the happening of the following events:

66 a) at closing of the sale;

67 b) if Broker presents a Buyer(s) who is willing and able to buy or exchange the Property at a price and terms
68 required in the PURCHASE AGREEMENT, but Seller(s) refuses, or fails, to sell for any reason.

69 c) if within _____ calendar days after the end of this Agreement, Seller(s) sells or agrees to sell, or
70 exchanges or agrees to exchange, the Property to the above named Buyer(s).

71 d) Seller(s) understands that if Seller(s) enters into a listing agreement with another Broker during the terms
72 of this Showing Agreement and sells the Property to the above named Buyer(s), Seller(s) may be obligated
73 to pay a commission to BOTH BROKERS. To secure payment of compensation, Seller(s) hereby assigns to
74 Broker the proceeds from the sale of the Seller's Property in an amount equal to the compensation due
75 under this Showing Agreement.

76 **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related
77 to this transaction constitutes valid, binding signatures.

78 **ADDITIONAL PROVISIONS:**

79

80

Seller(s) Initials _____

81 **ACCEPTANCE:**

82 To be binding, this Agreement must be fully executed by all parties:

83	_____	_____	_____	_____
84	Seller Signature	Date	Seller Signature	Date
85	_____	_____	_____	_____
86	Seller's Street Address		Seller's Street Address	
87	_____	_____	_____	_____
88	City	State	Zip Code	City State Zip Code
89	_____	_____	_____	_____
90	Seller's Phone		Seller's Phone	
91	_____	_____	_____	_____
92	Seller's Email		Seller's Email	

93 _____
94 Brokerage Name

95 _____
96 Brokerage Phone

97 _____
98 Agent Printed Name

99 _____
100 Agent Signature Date