REAL ESTATE LISTING AGREEMENT

This Real Estate Listing Agreement (this "Agreement") takes effect on _____ (the "Start Date") between _____, whose mailing address is _____ (the "Owner"), and _____, a licensed real estate brokerage with license number _____, whose office address is _____ (the "Broker"), acting through its licensed agent _____, license number _____ (the "Listing Agent").

Type of listing (check one): [ ] exclusive right to sell; [ ] exclusive agency (the Owner may sell to a buyer the Owner finds alone without owing a commission); [ ] open listing (non-exclusive; a commission is owed only if the Broker procures the buyer); [ ] exclusive right to lease.

1. THE PROPERTY

The real property located at _____, tax parcel number _____, together with any buildings and other improvements on it (the "Property"). The Property is (check one): [ ] a single-family house [ ] a condominium or townhouse unit [ ] a multi-family building [ ] vacant land [ ] commercial property.

Occupancy (check one): [ ] the Owner [ ] a tenant, whose lease terms the Owner will give the Broker [ ] vacant. [ ] The Property is subject to an owners' or condominium association. Fixtures and personal property included or excluded: _____.

2. PRICE AND TERM

List price: $_____. For a lease listing, monthly rent of $_____ for a lease term of _____. The Owner may accept any offer or tenant on any terms the Owner chooses.

This Agreement ends at 11:59 p.m. on _____ (the "End Date") unless canceled earlier or extended in a signed writing. It does not renew automatically.

3. COMMISSION

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the seller and broker.

The Owner will pay the Broker (check one): [ ] _____% of the gross sale price, or for a lease, of the total base rent for the initial lease term; [ ] a flat $_____ (the "Commission"). For a sale, the Commission is earned when the Owner signs a contract to sell or exchange the Property as the listing type above allows, and is paid at closing from the Owner's proceeds. For a lease, it is earned when the Owner signs a lease and paid once the tenant pays the first month's rent. If a sale does not close because of the Owner's default, the Commission is still due.

Compensation for a broker who represents the buyer or tenant is negotiable and not required. The Owner (check one): [ ] authorizes the Broker to offer _____% or $_____, [ ] paid out of the Commission [ ] paid by the Owner in addition; [ ] will decide each request with the offer; [ ] offers nothing.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

[ ] Protection period: if within _____ days after the Term ends the Owner signs a contract or lease with a person the Broker introduced during the Term and named in writing within 10 days after the Term ends, the Commission is due, unless the Property is then listed exclusively with another broker. [ ] No protection period.

4. MARKETING AND SHOWINGS

[ ] The Owner authorizes submission to each multiple listing service in which the Broker participates. [ ] The Owner directs the Broker not to use a multiple listing service. [ ] A sign may be placed on the Property. [ ] A keybox may be placed on the Property (with a tenant's written consent if occupied). Other marketing allowed: _____.

Showings are arranged in advance at reasonable times. The Owner is responsible for securing valuables and keeping the Property reasonably safe for visitors.

5. DISCLOSURES AND THE BROKER'S ROLE

The Owner will disclose known material defects in writing and complete any disclosure form state law requires. For housing built before 1978, the Owner will give the federal Lead Warning Statement, the EPA pamphlet and any lead records before a buyer or tenant is bound, and will give a buyer the inspection opportunity federal law provides.

The Broker will use reasonable efforts, present every written offer promptly and hold any deposit as state law requires. The Broker is not a lawyer, tax adviser, inspector or appraiser. [ ] The Owner consents to dual agency where state law permits it, with the other party's written consent. [ ] The Owner does not consent to dual agency.

The Owner and the Broker will not discriminate because of race, color, religion, sex, disability, familial status, national origin or any other characteristic protected by federal, state or local law.

6. CANCELLATION AND GENERAL TERMS

Early cancellation (check one): [ ] only by written agreement; [ ] by either party on _____ days' written notice; [ ] by the Owner on payment of a $_____ fee. Either party may cancel for a material breach not cured within 10 days after written notice. Cancellation does not affect a Commission already earned.

The laws of the State of _____ govern this Agreement. This is the entire agreement about the listing. Changes must be in a writing signed by both parties. If any part is unenforceable, the rest stays in effect. It may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Owner

Signature: _____ Date: _____

Printed Name: _____

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

Owner

Signature: _____ Date: _____

Printed Name: _____

Broker (by Listing Agent)

Signature: _____ Date: _____

Printed Name: _____

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.