

**EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL  
MULTIPLE LISTING AUTHORIZATION**

**This is intended to be a legally binding agreement –READ IT CAREFULLY**

**1. EXCLUSIVE RIGHT TO SELL:** I hereby employ and grant \_\_\_\_\_, hereinafter called "Broker," the exclusive and irrevocable right commencing on \_\_\_\_\_, 20\_\_\_\_, and expiring at midnight on \_\_\_\_\_, 20\_\_\_\_, to sell or exchange the real property situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, described as follows: \_\_\_\_\_.

**2. TERMS OF SALE:** The purchase price shall be (\$ \_\_\_\_\_), and on the following terms or upon any other price and terms acceptable to me \_\_\_\_\_.

**MULTIPLE LISTING SERVICE (MLS):** Broker is a Participant of the Multiple Listing Service (MLS) and this listing information will be provided to the MLS to be published and disseminated to its Participants. The Broker is authorized to cooperate with other licensed Brokers to sell this property and to share the commission resulting from the sale with the selling broker on a basis solely determined by the Listing Broker and to report the sale, including the price, terms and financing for the publication, dissemination, information and use by authorized Association members, MLS Participants and Subscribers.

**3. COMPENSATION:** Owner hereby agrees to compensate Broker, irrespective of agency relationship(s) as follows: (a) \_\_\_\_\_ percent of the selling price or \$ \_\_\_\_\_, (I) if the property is sold during the term hereof, or any extension thereof, on the terms herein set forth or any other price and terms Owner may accept or through any other person, or by me, or (ii) \_\_\_\_\_ percent of the listing price or \$ \_\_\_\_\_, if said property is withdrawn from sale, transferred, conveyed, leased or rented without the consent of Broker, or made unmarketable by Owner's voluntary act during the term hereof or any other extension thereof.

(b) The compensation provided for in subparagraph (a) above if property is sold, conveyed, or otherwise transferred within \_\_\_\_\_ days after termination of this authority or any extension thereof to anyone to whom this property was shown provided Owner has received notice in writing, including the names of the prospective purchasers, before or upon termination of this agreement or any extension thereof.

(c) Owner shall not be obligated to pay the compensation provided for in subparagraph (a) if a valid listing agreement is entered into during the term of said protection period as provided for in subparagraph (b) and a sale, lease or exchange of the property is made during the term of said valid listing agreement.

**5. DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf a deposit on the account of the purchase price. In the event a deposit is forfeited, one-half the same shall be retained by or paid to the Broker, as his compensation, and one-half paid to owner, provided that the Broker's portion of any such forfeited deposit shall not exceed the amount of the above named commission.

**6. LOCKBOX:** Owner authorizes Broker to install a LOCKBOX. A lockbox designed as a repository of a key to the above premises will permit access to the interior of the premises by Participants of the Multiple Listing Service (MLS) and their authorized licensees. If property is not owner occupied, owner shall be responsible for obtaining occupant's written permission for use of the lockbox. Neither listing nor selling broker, MLS or Association of REALTORS® is an insurer against theft, loss, vandalism or damage attributed to the use of lockbox.

YES(\_\_\_\_/\_\_\_\_) NO(\_\_\_\_/\_\_\_\_)

**7. SIGN:** Owner authorizes the installation of a SALE/SOLD sign on the property. YES(\_\_\_\_/\_\_\_\_) NO(\_\_\_\_/\_\_\_\_)

**8. The Listing Broker is hereby authorized as an MLS Participant to:**

- a. Offer other licensed Brokers Subagency and Compensation.  YES  NO
- b. Offer other licensed Brokers cooperation and compensation by not subagency.  YES  NO
- c. Participate in and offer disclosed Dual Agency and Compensation.  YES  NO
- d. Offer Cooperation and compensation to transaction brokers who are not agents of the seller nor the buyer.  YES  NO

**8-1.** As an additional service at no additional fee a photo and brief description of your home will be placed on the Internet, giving any subscriber the ability to view a photo or receive limited information.

YES NO

**9. HOLD HARMLESS:** Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by owner, or from any material fact known by owner which owner fails to disclose. It is acknowledged and understood by the Owner that this information may be made available to other parties.

**10. EQUAL HOUSING OPPORTUNITY:** This property is offered in compliance with the federal, state, and local anti-discrimination laws.

**11. ATTORNEY'S FEES:** In any action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**12. ENTIRE AGREEMENT:** Owner acknowledges that he has read and understands this agreement, and has received a copy, and further agrees that he is the owner of this property.

Owner give authority to the Lender listed below to submit any information required by the undersigned Broker concerning said property.

LENDER: \_\_\_\_\_ LOAN# \_\_\_\_\_

RECEIPT OF A COPY OF THIS CONTRACT IS HEREBY ACKNOWLEDGED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Seller: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Seller: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

Company: \_\_\_\_\_

Broker: \_\_\_\_\_ Salesperson: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Date: \_\_\_\_\_, 20 \_\_\_\_\_