



Listing Contract (EXCLUSIVE RIGHT TO SELL)

For use only by members of the Indiana Association of REALTORS®

In consideration of services to be performed by GOLD HOUSE LLC
(Broker/Company, hereinafter referred to as "Broker") for _____ ("Seller")

Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the
real property known as _____ in _____ Township,
_____ County, _____, Indiana _____
(zip code) legally described as: _____
_____ (the "Property")

This contract begins on _____, and expires at 11:59 PM _____
subject to the following terms and conditions:

List Price: (\$ _____) _____ U.S. Dollars.

Possession: _____

Seller represents that Seller ☐ is ☐ is not delinquent on any loans which could constitute a lien on the Property;
Seller represents that the total loans affecting the Property ☐ do ☐ do not exceed the list price and costs of sale. Seller
is not a party to any bankruptcy proceeding. Also, Seller has the capacity to convey the Property by a general Warranty
Deed or by _____. Did the Seller acquire ownership of the property at a tax sale, Sheriff's sale, any
judicial sale, or mortgage foreclosure proceeding? ☐ Yes ☐ No.

**Seller ☐ is ☐ is not a "foreign person" (individual or entity). Seller ☐ is ☐ is not subject to the Foreign
Investment in Real Property Tax Act. See <http://www.irs.gov/publications/p515/index.html>.**

Terms of Sale: The Property may be sold for cash in U.S. Dollars or any of the following methods indicated below:

- | | |
|--|---|
| <input type="checkbox"/> Conventional Mortgage | <input type="checkbox"/> Conditional Sales Contract |
| <input type="checkbox"/> Insured Conventional Mortgage | <input type="checkbox"/> FHA |
| <input type="checkbox"/> Assumption of Existing Mortgage Balance | <input type="checkbox"/> VA |
| <input type="checkbox"/> Other _____ | |

Seller agrees to pay costs associated with financing not to exceed _____ U.S. Dollars.

Property Offered for Sale: The above list price includes the Property together with any existing permanent
improvements and fixtures attached (**unless leased or excluded**), including, but not limited to, electrical and/or
gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment,
sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central vacuum equipment,
window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars,
storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping,
mailbox, garage door opener(s) with controls(s) AND THE FOLLOWING: (**If applicable, any smart home devices
should be addressed in this paragraph and Seller shall provide any and all access code(s), password(s), or
any other information required to operate such device(s), if included.**)

EXCLUDES THE FOLLOWING (include leased items): _____

**Seller shall remove all debris and personal property not included in the sale. Any existing improvements
and fixtures permanently installed and affixed which Seller does not want included in the sale shall be
removed by Seller prior to the effective date of this listing and replaced with an appropriate substitute, if
applicable.**

A. EXCLUSIVE LISTING. The parties understand and agree that this is an exclusive right to sell, option, exchange or
lease listing, and Broker shall be entitled to the commission hereinafter established which shall be payable in U.S.
Dollars upon the occurrence of any of the following events:

(Property Address)

1. at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person during the term of this contract or any renewal or extension thereof,
2. at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to purchase, option, exchange or lease the Property for such price and terms as specified, or such other price or terms as Seller may accept,
3. at the time an agreement is entered into sell, exchange, option or lease during the term of this contract or any renewal or extension thereof, and ultimately completed after the termination of this contract,
4. the Property is sold, optioned, leased, or exchanged by Seller or any person within _____ days after termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any cooperating broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing Contract terminates and the Property is listed exclusively with another licensed broker, or
5. at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the Property.

Any commission required to be paid under items 1, 3. and 4. above shall be due and payable at the closing of the transaction when title to or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items 2. and 5. above shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then Broker shall be entitled to interest rate of _____ % per annum until commission is paid.

If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the Property will not take place until after the term of this contract, then this contract shall automatically be extended to coincide with the closing date or term of the lease.

B. BROKER'S COMMISSION. The broker's commission charged by the listing Broker for services rendered, with respect to any listing is **solely a matter of negotiation between Broker and Seller** and is not fixed, controlled, suggested recommended or maintained by the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing service (if applicable) or any person not a party to the contract.

Seller shall pay in cash in U.S. Dollars to Broker for services a total commission as follows:

1. _____ % of the selling/exchange price or option selling price, but not less than \$ _____ U.S. Dollars.
2. In the event of a purchase option, the Seller agrees to compensate Broker _____ % of the consideration paid for an Option to Purchase.
3. In the event of a lease, the Seller agrees to compensate Broker _____ % of all amounts to be paid by a lessee to Seller over the term of the lease.
4. Other: _____

SELLER HAS BEEN ADVISED OF BROKER'S COOPERATIVE COMPENSATION POLICY, including the amount of compensation that will be offered to cooperating brokers which is _____ % of the selling price but not less than \$ _____, US Dollars included in total commission listed above.

C. COMMISSION; ATTORNEY FEES. For purposes of this contract, the parties understand and agree that Broker's commission is deemed to be a share of the purchase money received by Seller. If any action is filed in relation to this Listing Contract, the unsuccessful party shall pay to the successful party a reasonable sum for the successful party's attorney's fees and court costs.

D. EARNEST MONEY. Broker is authorized to accept earnest money or any part of the purchase price and hold it in an escrow/trust account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker to keep any earnest money deposits up to the amount the commission would have been if the sale was completed in payment for Broker's expenses, services and advertising.

108 **E. LISTING SERVICE INFORMATION (IF APPLICABLE).** It is understood that the Broker may rely on the validity of
109 the data pertaining to this Listing Contract which has been provided by the Seller, and the Seller agrees that Broker
110 may disclose the data to a listing service, Internet or any advertising media and that the Broker may furnish notice
111 to a listing service or other provider of all changes of information concerning the Property. Seller has been advised
112 of the benefits of marketing a property through a listing service. Excluding a property from a listing service may
113 result in a lower number of offers received and lower sales price.

114
115 **F. INFORMATION REGARDING PROPERTY.** Seller acknowledges that the information on the Seller's Residential Real
116 Estate Sales Disclosure Form (if applicable) and the information provided for the listing is true and correct, and that
117 Seller is the owner of the Property or is the authorized agent(s) of the true owner with complete and full authority to
118 act on behalf of the owner(s). Seller further warrants that no other listing contract is now in force with any other
119 broker. The Seller(s) or authorized agent(s) agree to indemnify, actively defend and hold Broker, Company and its
120 agents harmless from any damages, loss, liability and expenses including attorney fees and costs, arising from
121 incorrect information or failure to supply material information regarding the Property, including, but not limited to the
122 condition of appliances, heating, plumbing, electrical, sewage, major defects in structure, mold and/or other
123 environmental conditions or hazards, location of property lines, public and private restrictions on the use of the
124 Property, any loss or liability in conjunction with this agreement or with Broker or other licensees showing the
125 Property including, but not limited to, injuries suffered by other licensees or prospective buyers.

126
127 **G. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE.** Seller acknowledges that Listing Broker, Selling
128 Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
129 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
130 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental
131 Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic
132 and/or respiratory problems, particularly in persons with immune system problems, young children and/or the
133 elderly.

134
135 **Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and**
136 **releases and holds harmless all Brokers, their companies and licensees from any and all liability, including**
137 **attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed**
138 **defect or deficiency affecting the Property, including Environmental Contaminants. This release shall**
139 **survive the closing.**

140
141 **H. AGENCY DISCLOSURES.**

- 142
143 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
- 144
145 2. **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is
146 representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the
147 contrary; or (2) the Licensee is merely assisting the individual as a customer without compensation. Licensee
148 (Broker) represents the interests of the Seller as Seller's agent to sell the Property. Licensee owes duties of
149 trust, loyalty, confidentiality, accounting and disclosure to the Seller. The duties of accounting and
150 confidentiality extend beyond the agency relationship unless disclosure of confidential information is required
151 by law, becomes public or the client gives written consent to disclose. However, Licensee must deal honestly
152 with a buyer and disclose to the buyer information about the Property. All representations made by Licensee
153 about the Property are made as the agent of the Seller. Seller is advised that the Property may be sold with
154 the assistance of other Licensees working as buyer agents and that Licensee's company policy is to
155 cooperate with and compensate buyer agents. Buyer agents are Licensees who show the Property to
156 prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust,
157 loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents
158 about the Property are not made as the agent of the Seller.
- 159
160 3. **Limited Agency Authorization.** Licensee or the managing broker may represent Buyer as a buyer agent if
161 such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those
162 duties may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for
163 such showings.

If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:

- a. Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- b. That a Buyer will pay more than the offered purchase price for the Property.
- c. That Seller will accept less than the listed price for the Property.
- d. Other terms that would create a contractual advantage for one party over another party.
- e. What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s).

I. SELLER AUTHORIZATION AND COOPERATION. Seller agrees to provide Broker with the required information necessary for entry into a listing service, Internet or other advertising media, to include electronic media and the use of any exterior/interior photos, if applicable. Seller will cooperate with Broker by permitting the Property to be shown at reasonable times and authorizes Broker to place and remove "For Sale" and other signs on the Property.

1. Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors, inspectors, appraisers and others reasonably necessary to market the Property to enter the Property. Seller acknowledges that a buyer may enter the Property with contractors, inspectors or appraisers without being accompanied by Broker. Buyer or Buyer's broker may take videos, photos and electronic images of the Property.
2. Seller will provide Broker with key(s) necessary to access the Property.
3. Seller authorizes Broker to have duplicate keys made.
4. Seller agrees not to rent or lease the Property during the term of this Listing Contract without written notification to Broker.
5. Seller agrees that Broker may work with buyer brokers to assist in performing Broker's duties according to the terms of this Listing Contract.
6. Seller grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify and reproduce all of the content of this Listing Contract, including but not limited to, price and terms of financing on a closed sale, photographs, drawings, written descriptions, narratives, and motion pictures obtained or produced by Broker and Broker's agents pursuant to this Listing Contract to members of the Indiana Association of REALTORS®, Inc., to other brokers upon request and to a listing service, Internet or any advertising media. Seller agrees that Broker shall own all rights, title and interest, including but not limited to, any copyright in Property images taken by Broker's photographers or agents.
7. Seller authorizes its utility companies to divulge all utility information to Broker and to provide copies of utility statements, if requested. Seller's utility companies are as follows: _____.
8. Seller authorizes its Homeowner's Association (HOA) to divulge all HOA information to Broker and to provide copies of all HOA documents if requested. HOA Management Company: _____.
HOA Contact Information: _____.
Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$ _____ U.S. Dollars per _____, which have been paid by Seller through _____.
HOA/Management Company may require payment from Seller prior to issuing verification of good standing and/or transfer of ownership.

(Property Address)

- 216 9. Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of
217 the note and mortgage, if requested. Seller's lending institution is _____
218 and the mortgage loan number is _____. If Seller's mortgage
219 is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender that the
220 mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to
221 give this notice may result in a pre-payment penalty to be paid by Seller.
- 222 10. Seller ☐ **does** ☐ **does not** authorize Broker to disclose the existence of written offers to Buyer. If Seller
223 has authorized disclosure of the existence of offers on the Property, Broker shall also disclose, if asked,
224 whether offers were obtained by the listing licensee, another licensee in the listing firm or by a cooperating
225 broker. (NOTE: Disclosure of individual and company names is not necessary.)
- 226 11. Seller ☐ **is** ☐ **is not** offering a limited home warranty.

227
228 **J. LOCKBOX/KEY AUTHORIZATION/USE.** To facilitate access to the Property, a lockbox installation ☐ **is** ☐ **is not**
229 authorized, subject to the following acknowledgements/conditions:

- 230
231 1. Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the
232 likelihood of injury, damage and/or loss of personal property. Firearms and pets to be secured.
- 233 2. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives
234 claims against Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to
235 indemnify and hold harmless Broker and all authorized persons from claims by third parties from all loss and/or
236 damage.
- 237 3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be
238 contacted to schedule a showing, Seller ☐ **authorizes** ☐ **does not authorize** Broker to access the Property.
- 239 4. Where a tenant/lessee occupies the Property, it is Seller's sole responsibility to obtain tenant/lessee
240 consent to allow the use of a lockbox/key and consent for Broker to access the property.

241
242 **K. RECORDINGS AT THE PROPERTY.** In the event Seller has a recording system at the Property which captures
243 audio and/or video, Seller understands that recording and transmitting of audio and/or video may result in violation
244 of state and/or federal laws. Seller acknowledges that prospective purchasers may photograph or video the interior
245 of the Property. Seller should remove any items of a personal nature that Seller does not want photographed,
246 recorded or transmitted, such as family photos, paperwork and other personally identifiable information. Seller
247 hereby releases and indemnifies Broker Company and its agents from any liability which may result from any
248 recording or transmitting at the Property.

249
250 **L. FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of
251 race, color, national origin, religion, sex, familial status, and disability. **Due to Fair Housing risks, Broker will not**
252 **prepare, review, or submit personal information letters, including photographs, from buyer to seller**

253
254 The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the
255 basis of sexual orientation or gender identity.

256
257 **M. ADDITIONAL PROVISIONS.**

- 258
259 1. Seller understands the terms of this Listing Contract and has received a copy.
- 260 2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except
261 by their written consent.
- 262 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and assigns.
- 263 4. The parties to this contract agree that this Agreement/contract together with any and all subsequent forms,
264 amendments and addenda may be executed simultaneously or in two or more counterparts, each of which shall be
265 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that
266 this Agreement/contract together with any and all subsequent forms, amendments and addenda may be
267 transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted
268 signatures constitute original signatures and are binding on the parties. The original documents shall be promptly
269 delivered, if requested.

- 270 5. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan
271 brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
272 companies. Broker does not guarantee the performance of any service provider. Seller is free to select providers
273 other than those referred or recommended to Seller by Broker.
274 6. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance,
275 protection or repair of the Property nor for the protection or custody of any personal property located thereon,
276 unless provided for in another written agreement.
277 7. Seller consents to receive communications from Broker via telephone, U.S. mail, email, text message and facsimile at
278 the numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
279 8. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
280 9. Seller discloses to Listing Broker that Seller is licensed and holds License # _____.
281
282 **N. WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide**
283 **nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM**
284 **BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication**
285 **with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication.**
286 **Such requests may be part of a scheme to steal funds or use your identity to commit a crime.**

287 **O. FURTHER CONDITIONS.**

288 _____
289 _____
290 _____
291 _____
292 _____
293 _____

294 _____
295 _____
296 AGENT IN LICENSE # SELLER'S SIGNATURE DATE

297 _____
298 _____
299 GOLD HOUSE LLC
300 BROKER OR COMPANY NAME IN LICENSE # PRINTED

301 _____
302 _____
303 ACCEPTED BY: MANAGING BROKER DATE SELLER'S SIGNATURE DATE

304 _____
305 _____
306 PRINTED



Prepared and provided as member service by the Indiana Association of REALTORS®, Inc. (IAR) This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.

Form #01. Copyright IAR 2024

