

Listing Contract (EXCLUSIVE RIGHT TO SELL)

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

1 In consideration of services to be performed by _____
2 (Broker/Company, hereinafter referred to as "Broker") for _____
3 _____ ("Seller")
4 Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property known
5 as _____ in _____ Township,
6 _____ County, _____, Indiana _____
7 (zip code) legally described as: _____
8 _____ (the "Property")
9

10 This contract begins on _____, and expires at 11:59 PM _____
11 subject to the following terms and conditions:
12

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

14 **Seller represents that Seller is is not delinquent on any loans which could constitute a lien on the Property; Seller**
15 **represents that the total loans affecting the Property do do not exceed the list price and costs of sale. Seller is not a party**
16 **to any bankruptcy proceeding.** Also, Seller has the capacity to convey the Property by a general Warranty Deed or by
17 _____. Did the Seller acquire ownership of the property at a tax sale, Sheriff's sale, any judicial sale, or mortgage
18 foreclosure proceeding? Yes No.
19

20 **Seller is is not a "foreign person" (individual or entity). Seller is is not subject to the Foreign Investment in Real**
21 **Property Tax Act. See <http://www.irs.gov/publications/p515/index.html>.**
22

23 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 _____ | |

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

29 Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and affixed
30 thereto, **except** _____ Items of Personal Property
31 included in the sale: _____
32

34 **Seller shall remove all debris and personal property not included in the sale. Any existing improvements and fixtures**
35 **permanently installed and affixed which Seller does not want included in the sale shall be removed by Seller prior to the**
36 **effective date of this listing and replaced with an appropriate substitute, of applicable.**
37

38 **A. EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell, option, exchange or lease listing, and
39 Broker shall be entitled to the commission hereinafter established which shall be payable in U.S. Dollars upon the occurrence of
40 any of the following events:
41

- 42 1. at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person during
43 the term of this contract or any renewal or extension thereof,
- 44 2. at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to purchase,
45 option, exchange or lease the Property for such price and terms as specified, or such other price or terms as Seller may
46 accept,
- 47 3. at the time an agreement is entered into sell, exchange, option or lease during the term of this contract or any renewal or
48 extension thereof, and ultimately completed after the termination of this contract,
- 49 4. the Property is sold, optioned, leased, or exchanged by Seller or any person within _____ days after
50 termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any cooperating
51 broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing Contract terminates and
52 the Property is listed exclusively with another licensed broker, or
- 53 5. at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the Property.
54

55 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
56 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
57 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
58 interest rate of _____ % per annum until commission is paid.
59

60 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
61 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.
62

63 **B. BROKER'S COMMISSION.** The broker's commission charged by the listing Broker for services rendered, with respect to any listing is solely a
64 matter of negotiation between Broker and Seller and is not fixed, controlled, suggested recommended or maintained by the Indiana

65 Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing service (if applicable) or any person not a party to
66 the contract.

67

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

69

70 1. _____ % of the selling/exchange price or option selling price, but not less than \$ _____
71 _____ U.S. Dollars.

72 2. In the event of a purchase option, the Seller agrees to compensate Broker _____ % of the consideration paid
73 for an Option to Purchase.

74 3. In the event of a lease, the Seller agrees to compensate Broker _____ % of all amounts
75 to be paid by a lessee to Seller over the term of the lease.

76 4. Other: _____
77 _____

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

81

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

85
86 **D. EARNEST MONEY.** Broker is authorized to accept earnest money or any part of the purchase price and hold it in an escrow/trust
87 account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker to keep any earnest money deposits
88 up to the amount the commission would have been if the sale was completed in payment for Broker's expenses, services and advertising.

89
90 **E. LISTING SERVICE INFORMATION (IF APPLICABLE).** It is understood that the Broker may rely on the validity of the data pertaining to
91 this Listing Contract which has been provided by the Seller, and the Seller agrees that Broker may disclose the data to a listing service,
92 Internet or any advertising media and that the Broker may furnish notice to a listing service or other provider of all changes of
93 information concerning the Property. Seller has been advised of the benefits of marketing a property through a listing service. Excluding
94 a property from a listing service may result in a lower number of offers received and lower sales price.

95
96 **F. INFORMATION REGARDING PROPERTY. Seller acknowledges that the information on the Seller's Residential Real Estate Sales**
97 **Disclosure Form (if applicable) and the information provided for the listing is true and correct, and that Seller is the owner of the**
98 **Property or is the authorized agent(s) of the true owner with complete and full authority to act on behalf of the owner(s). Seller further**
99 **warrants that no other listing contract is now in force with any other broker. The Seller(s) or authorized agent(s) agree to indemnify,**
100 **actively defend and hold Broker, Company and its agents harmless from any damages, loss, liability and expenses including attorney**
101 **fees and costs, arising from incorrect information or failure to supply material information regarding the Property, including, but not**
102 **limited to the condition of appliances, heating, plumbing, electrical, sewage, major defects in structure, mold and/or other environmental**
103 **conditions or hazards, location of property lines, public and private restrictions on the use of the Property, any loss or liability in**
104 **conjunction with this agreement or with Broker or other licensees showing the Property including, but not limited to, injuries suffered by**
105 **other licensees or prospective buyers.**

106
107 **G. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE.** Seller acknowledges that Listing Broker, Selling Broker and all licensees
108 associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or
109 existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might
110 exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including
111 but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the
112 elderly.

113
114 **Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and releases and**
115 **holds harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs,**
116 **arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property,**
117 **including Environmental Contaminants. This release shall survive the closing.**

118
119 **H. AGENCY DISCLOSURES.**

- 120
- 121 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
 - 122
 - 123 2. **Agency Relationship.** I.C. 25-34. 1-10-9.5 provides that a Licensee has an agency relationship with, and is representing, the
124 individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely
125 assisting the individual as a customer without compensation. Licensee(Broker) represents the interests of the Seller as Seller's
126 agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However,
127 Licensee must deal honestly with a buyer and disclose to the buyer information about the Property. All representations made by

(Property Address)

Licensee about the Property are made as the agent of the Seller. Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the Property are not made as the agent of the Seller.

3. **Limited Agency Authorization.** Licensee or the managing broker may represent Buyer as a buyer agent if such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for 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.
9. Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the note and mortgage, if requested. Seller's lending institution is _____ and the mortgage loan number is _____. If Seller's mortgage is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender that the mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to give this notice may result in a pre-payment penalty to be paid by Seller.
10. Seller does does not authorize Broker to disclose the existence of written offers to Buyer. If Seller has authorized disclosure of the existence of offers on the Property, Broker shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm or by a cooperating broker. (NOTE: Disclosure of individual and company names is not necessary.)
11. Seller is is not offering a limited home warranty.

(Property Address)

- 194 J. **LOCKBOX/KEY AUTHORIZATION/USE.** To facilitate access to the Property, a lockbox installation is is not authorized, subject
195 following acknowledgements/conditions:
196
- 197 1. Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the likelihood of injury,
198 damage and/or loss of personal property.
 - 199 2. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives claims against
200 Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to indemnify and hold harmless Broker
201 and all authorized persons from claims by third parties from all loss and/or damage.
 - 202 3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be contacted to
203 schedule a showing, Seller authorizes does not authorize Broker to access the Property,
 - 204 4. Where a tenant/lessee occupies the Property, it is Seller's sole responsibility to obtain tenant/lessee consent to allow the
205 use of a lockbox/key and consent for Broker to access the property.
206
- 207 K. **RECORDINGS AT THE PROPERTY.** In the event Seller has a recording system at the Property which captures audio and/or video,
208 Seller understands that recording and transmitting of audio and/or video may result in violation of state and/or federal laws. Seller
209 acknowledges that prospective purchasers may photograph or video the interior of the Property. Seller should remove any items of a
210 personal nature that Seller does not want photographed, recorded or transmitted, such as family photos, paperwork and other
211 personally identifiable information. Seller hereby releases and indemnifies Broker Company and its agents from any liability which may
212 result from any recording or transmitting at the Property.
213
- 214 L. **FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national
215 origin, religion, sex, familial status, and handicap.
216
- 217 The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual
218 orientation or gender identity.
219
- 220 M. **ADDITIONAL PROVISIONS.**
221
- 222 1. Seller understands the terms of this Listing Contract and has received a copy.
 - 223 2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except by their
224 written consent.
 - 225 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and assigns.
 - 226 4. The parties to this contract agree that this Agreement/contract together with any and all subsequent forms, amendments and
227 addenda may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
228 which together shall constitute one and the same instrument. The parties agree that this Agreement/contract together with any
229 and all subsequent forms, amendments and addenda may be transmitted between them electronically or digitally. The parties
230 intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
231 original documents shall be promptly delivered, if requested.
 - 232 5. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title
233 insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker does not
234 guarantee the performance of any service provider. Seller is free to select providers other than those referred or
235 recommended to Seller by Broker.
 - 236 6. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance, protection or
237 repair of the Property nor for the protection or custody of any personal property located thereon, unless provided for in another
238 written agreement.
 - 239 7. Seller consents to receive communications from Broker via telephone, U.S. mail, email, text message and facsimile at the
240 numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
 - 241 8. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 - 242 9. Seller discloses to Listing Broker that Seller is licensed and holds License # _____.
 - 243
- 244 N. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide nonpublic personal
245 information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY,**
246 **do not respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on**
247 **telephone numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds**
248 **or use your identity to commit a crime.**

(Property Address)

249 **O. FURTHER CONDITIONS.**

250 _____
251 _____
252 _____
253 _____
254 _____
255 _____

256 _____
257 _____

258 AGENT IN LICENSE # SELLER'S SIGNATURE DATE
259
260

261 BROKER OR COMPANY NAME IN LICENSE # PRINTED
262 _____
263 _____

264 ACCEPTED BY: MANAGING BROKER DATE SELLER'S SIGNATURE DATE
265
266

267 _____
PRINTED



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