



**FARM, RANCH AND LAND
EXCLUSIVE RIGHT TO SELL OR EXCHANGE LISTING**

_____, (Seller)
appoint(s) _____ (REALTOR®) as Seller's exclusive agent for the purposes and under the terms
(Firm Name)
set forth below, with my specific limited Seller's Agent to be _____ . Seller also appoints
_____ as limited Seller's

Agents and such other affiliated licensees of REALTOR® as may be assigned by REALTOR®, in writing, if needed, as Seller's exclusive, limited
Seller's Agents. The Agents named in this paragraph and the Seller's Agents who may be appointed by the Broker for REALTOR® are collectively
referred to in this Listing Agreement as Seller's Agents. All responsibilities and duties of REALTOR® shall also be the responsibilities and duties of
Seller's Agents.

1. Purpose of Agency. The purpose of this sole and exclusive right to sell agency contract (Listing) is to engage the efforts of REALTOR® to
accomplish the sale or exchange of the real property legally described as (please print clearly) _____

also known as _____ (Property).
(Street Address)

2. Effect of this Listing. By appointing REALTOR® as Seller's exclusive agent, Seller agrees to conduct all negotiations for the sale of the Property
through REALTOR® and refer to REALTOR® all inquiries received in any form from any source during the term of this Agreement.

3. The Listing Period. This Agreement shall begin _____, _____, and shall continue through _____, _____.

4. Price and Terms. The listing price or exchange value for the Property shall be \$ _____ or \$ _____ per acre on the
following terms: cash or other terms acceptable to Seller. The price and terms shall include all fixtures. Seller's mineral rights are ☐ or are not ☐
included. (check one). The following personal property may also be included _____
_____ at a price of \$ _____.

5. Duties and Obligations of a Seller's Agent. A REALTOR® representing a Seller as a Seller's Agent shall be a limited agent with the following
duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 - (i) Seeking the price and terms which are acceptable to Seller except that REALTOR® shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease.
 - (ii) Presenting all written offers to Seller in a timely manner regardless of whether the Property is subject to a contract for sale lease or letter of intent to lease;
 - (iii) Disclosing in writing to Seller all adverse material facts actually known by REALTOR® and
 - (iv) Advising Seller to obtain expert advice as to material matters of that which REALTOR® knows but the specifics of which are beyond the expertise of REALTOR®
- (d) To account in a timely manner for all money and property received.
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil statutes and/or regulations.

6. Duties and Obligations of Buyer's Agent. A REALTOR® representing a Buyer as Buyer's Agent shall be a limited agent with the following
and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - (i) Seeking a price and terms which are acceptable to the client, except that the REALTOR® shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - (iii) Disclosing in writing to the client adverse material facts actually known by the REALTOR® and
 - (iv) Advising the client to obtain expert advice as to material matters about which the REALTOR® knows but the specifics of are beyond the expertise of the REALTOR®
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and

- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and/or regulations.

7. Dual Agent's Duties and Responsibilities. Agent may act as a Dual Agent only with the informed consent of all parties to the transaction. The informed consent is evidenced by a written agreement pursuant to Section 76-2422. As a Dual Agent, Agent shall be a limited agent for Owner and Buyer, Exchangor or Tenant and shall have the duties and obligations required by Sections 76-2417 and 76 2418 unless otherwise provided for in this section. Except as provided in subsections (a) and (b) of this section, a Dual Agent may disclose any information to one client that Agent gains from the other client if the information is relevant to the transaction or client.

- (a) The following information shall not be disclosed by Agent when acting as Dual Agent without the informed consent of the client to whom the information pertains:
- (i) That a Buyer or Tenant is willing to pay more than the purchase price or lease rate offered for the Property;
 - (ii) That the Owner is willing to accept less than the asking Listing Price or Lease Rate for the Property;
 - (iii) What the motivating factors are for any client buying, selling or leasing the Property;
 - (iv) That a client will agree to financing terms other than those offered.
- (b)
- (i) Agent, while acting as Dual Agent, shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.
 - (ii) No cause of action for any person shall arise against Agent, while acting as Dual Agent, for making any required or permitted disclosure.
 - (iii) Agent, while acting as Dual Agent, does not terminate the Dual Agency relationship by making any required or permitted disclosure.
- (c) In a Dual Agency relationship there shall be no imputation of knowledge or information between any client and the Dual Agent or among persons within an entity engaged as a Dual Agent.

8. Dual Agency Consent. Owner understands that Agent serves as agent for Owners, Sellers, Buyers, Exchangors or Tenants of real property and that Agent may be an agent for a Buyer, Exchangor or Tenant interested in buying, exchanging or leasing Property. If a Buyer, Exchangor or Tenant represented by Agent becomes interested in acquiring Property, Agent shall immediately notify the Buyer, Exchangor or Tenant that Agent is also the agent of the Owner. Owner consents to Agent also serving as the agent of the Buyer, Exchangor or Tenant and acknowledges that Agent will then be serving as a limited agent of both the Owner, and the Buyer, Exchangor or Tenant (Dual Agent) and that both Owner and Buyer, Exchangor or Tenant will be clients of Agent. Except for limitations on disclosure discussed in Paragraph five (5) and to a Buyer, Exchangor or Tenant as stated in Paragraph six (6), a Dual Agent has the same duties and obligations of a limited agent to the Owner as are stated in paragraph five (5) and to Buyer, Exchangor or Tenant as stated in Paragraph six (6). Owner understands that a Dual Agent will disclose to both clients all adverse material facts actually known by Agent.

9. Confidential Information. A REALTOR® acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the Client without the Client's written permission unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against a REALTOR® acting as a Buyer's Agent or as a Seller's Agent for making any required or permitted disclosure.

10. Disclosure of Motivating Factors. Seller authorizes the disclosure of motivating factors unless initialed here (*Seller's initials* _____).

11. Survey of the real estate ☐ shall ☐ shall not, be made prior to the closing hereof and if one is to be made it shall be at the expense of the ☐ Seller ☐ Buyer.

12. Title. Seller represents to REALTOR® that marketable title to the Property is solely in Seller's name. Seller agrees to convey marketable title to Buyer by warranty deed evidenced by a policy of title insurance or an abstract certified to date. ☐ (if checked) subject to the rights of persons in possession. Seller agrees to pay customary closing costs including prepayment penalty, if any, and taxes to _____.

13. Possession. Possession of the Property shall be delivered to Buyer on _____. ☐ If checked, the property is sold subject to the rights of the existing tenant. Notice of termination of lease was given to the tenant on _____. Note: Written notice to terminate a farm lease (even an oral one) must be given before September 1 to terminate lease March 1 the following year. Rent shall be paid to ☐ Seller Buyer or ☐ prorated to date of closing.

14. Farm Program Participation. The property is subject to the following farm program participation: _____.

15. Representations and Indemnification. Seller represents that to the best of Seller's knowledge: there are no termites or wood destroying insects or damage therefrom on the premises or in the buildings thereon; there are no known encroachments, unrecorded assessments, adverse material facts, latent (non-apparent) defects, or, local improvements installed, under construction or ordered constructed by public authority affecting this Property except: _____

Seller further states that all representations made to the REALTOR® (Listing Company) are accurate. Seller/lessor agrees to indemnify and hold harmless REALTOR® (Listing Company) and any subagents from any claim that may be made against the Listing Company or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller/lessor agrees to pay attorney fees and associated costs reasonably incurred by REALTOR® to enforce this indemnity.

16. Compensation of REALTOR®. In consideration of services to be performed for seller by REALTOR® a fee of _____ plus _____ percent of the gross sale price upon sale or of the exchange price set forth above upon exchange of the property shall be payable to REALTOR® payable upon the happening of any of the following:

- (a) If, during the term of the Listing, Seller, REALTOR® or any other person:
 - (i) sells/exchanges the Property; or
 - (ii) finds a Buyer/Exchangor who is ready, willing and able to purchase/exchange the Property at the above price and terms or for any other price and terms to which Seller agrees to accept; or
 - (iii) finds a Buyer/Exchangor who is granted an option to purchase or enters into a lease with option of purchase and the option is subsequently exercised, or
- (b) If this agreement is revoked or violated by Seller; or
- (c) If REALTOR® is prevented in closing a sale or exchange of this Property by existing claims, liens, judgments, or suits pending against this Property: or Seller thereof, or
- (d) If REALTOR® is unfairly hindered by Seller in showing or attempting to sell or exchange this Property; or
- (e) If within _____ days after the expiration of this Listing Agreement, Seller sells/exchanges this Property to any person found during the term of this listing, or due to REALTORS® efforts or advertising, under this Listing Agreement, unless this Property is listed with another REALTOR®.

Upon closing of sale or exchange for which the REALTOR® earns compensation under this paragraph or the closing of any sale or exchange within the listing period set forth in paragraph 3, compensation is due and Seller hereby irrevocably authorizes and directs REALTOR® (if closing is handled by REALTOR®) or Escrow Agent (if closing is handled by Escrow Agent) to pay REALTOR® the commission due as set forth in this agreement from the Seller's proceeds of the sale or exchange. Seller gives to REALTOR® an assignment of proceeds to the extent of the commission due. Seller agrees that the closing of a contract for sale or exchange of the Property executed during the listing period is prima facie evidence that REALTORS® due compensation under the terms of this agreement.

17. Limitation on REALTORS® Compensation. REALTOR® shall not accept compensation from the Buyer, Buyer's Agent, or any entity in or providing services for the Sale without written disclosure to Seller.

18. Cooperating with other REALTOR®. REALTOR® may accept the assistance and cooperation of other brokers who will be acting as subagents of Seller or agents for a Buyer. **Seller agrees to allow REALTOR® to share his/her compensation with subagents of the Seller or agents representing the Buyer (Buyer's Agent).** Agent may pay up to _____ of compensation to a cooperating broker. If REALTOR® participates in a local multiple listing service or commercial information exchange, REALTOR® shall submit the Property to such service or exchange.

19. Forfeiture of Earnest Money. In the event of forfeiture of earnest money made by a prospective Buyer, the moneys received, after expenses incurred by REALTORS®, shall be divided between REALTOR® and Seller, one-half thereof to REALTOR® but not to exceed the commission agreed upon herein, and the balance to Seller.

20. Cost of Services. REALTOR® shall bear all expenses incurred by REALTOR® if any, to market the Property and to compensate cooperating brokers, if any. REALTOR® will not obtain or order any products or services to be paid by Seller unless Seller agrees. REALTOR® shall not be obligated to advance funds for the benefit of Seller.

21. Maintenance of the Property. Seller agrees to maintain until the delivery of possession all fixtures and fences, any wells and pumps, the buildings including heating, air conditioning, water heater, sewer, plumbing and electrical systems and any built-in appliances in good and reasonable working condition. Owner agrees to maintain the lawn and promptly remove snow from sidewalks and driveways during the listing period. Seller further agrees to hold REALTOR® harmless from and all causes of action, loss, damage, or expenses REALTOR® may be subjected to arising in connection with this section. Seller also agrees that REALTOR® shall not be responsible for maintenance of the Property.

22. Nondiscrimination. Seller and REALTOR® agree not to discriminate against any prospective Buyer/Exchangor because of Buyer's/Exchangor's race, color, sex, religion, familial status, handicap, or national origin.

23. Escrow Closing. Seller agrees that the closing of any sale or exchange made by REALTOR® may be handled by an Escrow Agent.

24. "For Sale" Sign Permitted. Seller gives permission to REALTOR® to place a "For Sale" and a "Sold" sign on the Property and to use a "Lock Box", if applicable.

25. Protection of Valuables. REALTOR® is not responsible for items which are lost or stolen during showings. Seller is responsible for placing all valuables in a safe and concealed location when preparing the Property for showings.

26. Recordings within the property.

- (a) In the event Owner has a recording system in the Property which records or transmits audio, Owner understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Owner hereby releases and indemnifies REALTOR®, REALTOR'S® designated agents, sub-agents, sales associates, and employees from any liability which may result from any recording or transmitting in the Property.
- (b) Owner understands that while potential purchasers viewing the Property should not engage in photography, videography, or videotelephony in the Property without prior written permission, such recordings or transmissions may occur. Owner should remove any items of a personal nature Owner does not wish to have recorded or transmitted. Owner hereby releases REALTOR®, listing sales associates and employees from any liability which may result from any recording or transmission in the Property.

27. Authorization of Advertising and Release of Photographic Information. REALTOR® and its agents may advertise/market the property in any media, including radio, newspaper, TV, the internet, electronic media and computer information networks and may use digital, video or photographic images and/or representations of the Property (along with incidental images of personal property therein) for the purpose of advertising or sales promotion. Owner forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise out of or are connected to such use and grants REALTOR® and its employees and agents a reasonable time to remove such advertising after termination of listing or closing.

28. Internet Display of Property Information. Any property placed into the Multiple Listing Service or Commercial Information Exchange may be displayed on the Internet, except as limited by the Owner in the following particulars:

- a. [if checked] _____ Owner has advised REALTOR® that Owner does not want the listed property to be displayed on the Internet.
 - b. [if checked] _____ Owner has advised REALTOR® that Owner does not want the address of the listed property displayed on the Internet.
- Owner understands and acknowledges that if Owner has selected option “a” above, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. If Internet display is allowed:
Owner [_____] shall [_____] shall not allow third parties to write comments or reviews about the listing or display a hyperlink to the comments or reviews in conjunction with the listing;
Owner [_____] shall [_____] shall not allow the display of an automated estimate of the market value of the listing or hyperlink to such estimate in conjunction with the listing.

29. Release of Information. Owner agrees to provide and authorizes REALTOR® to obtain any information relating to farm payments, crop production, government programs, leases, rents, operating income or expenses, utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on this Property including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Owner authorizes the dissemination of sales information including selling price and terms after closing of the transaction. By this paragraph Seller authorizes third parties including agencies of the Federal or State government to release information regarding this property to the REALTOR®.

Owner forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise related to the Property. Owner hereby grants to REALTOR® and its agents an irrevocable, non-exclusive, and fully sub-licensable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display any such information, in whole or in part, in other works in any form, media, or technology now known or later developed. If, and to the extent Owner retains any copyrights or other ownership rights in or to the information despite this assignment, Owner waives and agrees never to assert any such rights against REALTOR® or its agents, employees, successors, licensees or customers.

30. Compliance with Law. Seller agrees to bring the property into compliance with the law as required for the sale/exchange of the property unless otherwise lawfully delegated to the buyer in the purchase agreement, which includes installing a smoke detector if necessary.

31. Modification of this Listing Agreement. No modification of this Listing Agreement shall be valid, unless made in writing and signed by all parties.

32. Mediation and Arbitration

- (a) **Disputes.** The term “Dispute” shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Listing Agreement or the actions or performance of Owner or REALTOR® or its agents or employees in the sale or leasing of the Property.
- (b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty (360) days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Lincoln, Nebraska. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association’s Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative).
- (c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Lincoln, Nebraska. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association’s Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty (360) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent’s case, the arbitrator may award attorneys fees to the prevailing party.
- (d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- (e) **Exclusions.** The terms of this Paragraph thirty-three (33) shall not apply to:
 - (i) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
 - (ii) The filing or enforcement of a construction or similar lien.

33. Waiver. BY SIGNING THIS LISTING AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING, THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR OWNER, SHALL BE

ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

34. Entire Agreement. This Listing Agreement constitutes the entire agreement between the parties and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Agreement.

35. Copies of Agreement. This Listing Agreement is executed in multiple copies and Seller acknowledges receipt of a copy signed by the REALTOR® or REALTOR® agent.

36. ☐ **IF CHECKED SEE ATTACHED DOCUMENT**

37. Other: _____

38. Authority to Sign. Seller represents to REALTOR® that title to the Property is solely in the below-signed Seller's name(s) and that the undersigned is duly empowered and/or authorized, whether individually, on behalf of any entity or as a properly authorized fiduciary, to enter into this Listing Agreement and create a valid and binding contract, and to transfer title to the Property upon sale.

Signed this _____ day of _____, _____

(Name of REALTOR® or Firm)

(Address)

(Phone)

By _____
(Agent's signature) (Date)

(Name of Seller(s) Typed or Printed)

(Seller Signature) (Date)

(Seller Signature) (Date)

(Seller(s) Address)

(City) (State) (Zip)

(Home Phone) (Work Phone)