

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

Compensation and agreement terms are not regulated by law or the REALTORS® Association of Lincoln.  
Each brokerage firm individually determines the compensation it charges for services rendered.



# EXCLUSIVE LISTING AGREEMENT

for exclusive use by members of the  
REALTORS® ASSOCIATION OF LINCOLN



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\_\_\_\_\_  
(Seller, whether one or more,) contracts exclusively with

\_\_\_\_\_  
("REALTOR®," the "Listing Company"), for the purposes and under the terms

Firm Name

set forth below, with specific limited Seller's Agent to be \_\_\_\_\_.

Seller also appoints \_\_\_\_\_

Agent Name

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

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 of the real property legally described as: \_\_\_\_\_

also known as \_\_\_\_\_ (*Property*).

(Street Address)

(City)

(State)

(Zip)

2. **The Listing Period.** This Listing shall begin \_\_\_\_\_, 20\_\_\_\_, and shall continue through \_\_\_\_\_, 20\_\_\_\_, inclusive.

3. **Price and Terms.** The listing price for the Property shall be \$\_\_\_\_\_ cash or other terms acceptable to Seller. The price and terms shall include all attached fixtures.

4. **Title and Authority.** 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.

Seller agrees to convey marketable title by warranty deed or \_\_\_\_\_ free and clear of all liens and encumbrances but subject to easements and restrictions of record. Title shall be evidenced by a policy of title insurance or an abstract certified to date. If the Property has been or will be assessed for local improvements installed, under construction or ordered constructed by public authority at the time of signing a purchase agreement, Seller will be responsible for payment of same. REALTOR® may terminate this Listing upon written notice to Seller that title or authority of Seller is not satisfactory to REALTOR®.

5. **Adverse Material Facts.** Seller's Agents are required to disclose adverse material facts known to Seller's Agent to any prospective buyer, and buyer's agents are required to disclose adverse material facts known to buyer's agent to any prospective seller. Adverse material facts are facts which significantly affect the desirability or the value of the Property to a party and are not reasonably ascertainable or known to a party. A Seller's Agent may disclose to buyer any material facts actually known by the Agent, which may include, but are not limited to (i) any environmental hazards affecting the Property which are required by law to be disclosed; (ii) the physical condition of the Property; (iii) any material defect in the Property; (iv) any material defects in the title to the Property; or (v) any material limitation on Seller's ability to perform under the terms of the contract. In a buyer's case, adverse material facts may include, but are not limited to, adverse material facts concerning the buyer's financial ability to perform under the terms of the contract.

6. **Material Defects and Indemnification.** Seller represents that Seller has disclosed to agent in writing all known adverse material facts. Seller agrees to indemnify and hold harmless REALTOR®, Seller's Agent, and buyer's agent, from any claim that may be made arising by reason of the Seller having breached the terms of this paragraph or having made false statements or inadequate disclosures to a buyer. In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by REALTOR® to enforce this indemnity.

7. **Lead-based Paint.** If the Property being listed is residential real estate, Seller certifies that:

☐ The Property was built after 1977.

☐ The Property was built prior to 1978 (attach Lead-Based Paint Disclosure Form to this Listing Agreement).

**SELLER ACKNOWLEDGES THAT BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE**

8. **Compensation of Listing Company.** In consideration of services to be performed by Seller's Agent, Seller agrees to pay Listing Company compensation equal to the total of \$ \_\_\_\_\_ plus \_\_\_\_\_ % of the Property purchase price payable upon the happening of any of the following:

- (a) If, during the term of the Listing, Seller, REALTOR® or any other person:
  - (1) sells the Property; or
  - (2) finds a buyer who is ready, willing and able to purchase Property for the above price or any other price or terms Seller agrees to accept; or
  - (3) finds a buyer who is granted an option to purchase or enters into a lease with option to purchase and the option is subsequently exercised; or
- (b) If this Listing is revoked or violated by Seller; or
- (c) If REALTOR® or escrow closing agent is prevented in closing the sale of Property by existing claims, liens, judgements, or suits pending against the Property or Seller; or
- (d) If REALTOR® is unfairly hindered by Seller in showing or attempting to sell Property; or
- (e) If within \_\_\_\_\_ days after the expiration of this Listing, Seller sells the Property to any other person found during the term of this Listing, or due to REALTOR®'s efforts or advertising under this Listing, unless the Property is listed with another REALTOR®.

9. **Cooperating with Other Brokers.** Listing Company may offer cooperation and compensation to other brokers who may sell the Property and are serving as buyers' agents, but will not extend an offer of Seller subagency to any broker. Listing Company may or may not offer the same compensation for cooperation to each firm in the market area. Listing Company may pay from \_\_\_\_\_ percent to \_\_\_\_\_ percent of the gross sale price to a cooperating broker representing a buyer. Seller acknowledges being advised of Listing Company's policies regarding cooperation and approves the amount of compensation that will be offered to buyers' brokers.

**SELLER ACKNOWLEDGES THAT BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE**

10. **Disclosure of Other Offers.** Seller agrees that the Listing Company will divulge the existence of offers on the Property in response to inquiries from buyers or cooperating brokers.

11. **Company Benefit Disclosure.** Listing Company may accept compensation or profits from any entity participating in or providing services for the sale.

12. **Duties and Obligations of Seller's Agent.** Seller's Agent shall have the following duties and obligations:

- (a) To perform the terms of any written agreement made with Seller;
- (b) To exercise reasonable skill and care for Seller;
- (c) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
  - (1) Seeking the price and terms which are acceptable to Seller except that Seller's Agent shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale;
  - (2) Presenting all written offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for sale;
  - (3) Disclosing in writing to Seller all adverse material facts actually known by Seller's Agent; and
  - (4) Advising Seller to obtain expert advice as to material matters about which the Seller's Agent knows but the specifics of which are beyond the expertise of Seller's Agent;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules or regulations developed pursuant to such sections or act;
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations; and
- (g) To not disclose any confidential information about Seller without Seller's written permission, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

13. **Duties and Obligations of Buyer's Agent.** A buyer's agent shall have the following duties and obligations:

- (a) To perform the terms of any written agreement made with the buyer;
- (b) To exercise reasonable skill and care for the buyer;
- (c) To promote the interest of buyer with the utmost good faith, loyalty and fidelity including:
  - (1) Seeking a price and terms which are acceptable to buyer except that the buyer's agent shall not be obligated to seek other properties while the buyer is a party to a contract to purchase property;
  - (2) Presenting all written offers to and from a buyer in a timely manner regardless of whether the Property is subject to a contract for sale;
  - (3) Disclosing in writing to a buyer all adverse material facts actually known by the buyer's agent; and
  - (4) Advising buyer to obtain expert advice as to material matters about which the buyer's agent knows but the specifics of which are beyond the expertise of the agent;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules or regulations developed pursuant to such sections or act;
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations; and
- (g) To not disclose any confidential information about buyer without buyer's written permission, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

14. **Dual Agency Consent.** Seller understands that Seller's Agent serves as agent for sellers and buyers of real property and that Seller's Agent may be an agent for a buyer interested in buying Property. If a buyer represented by Seller's Agent becomes interested in acquiring Property, Seller's Agent shall immediately notify the buyer that the agent is also the agent of the Seller. Seller consents to Seller's Agent also serving as the agent of the buyer and acknowledges that Seller's Agent will then be serving as a limited agent of both Seller and the buyer (*Dual Agent*) and that both Seller and buyer will be clients of Seller's Agent. Except for limitations on disclosure discussed in paragraph 15, a Dual Agent has the same duties and obligations of a limited agent to Seller as are stated in paragraph 12 and to a buyer as stated in paragraph 13. Seller understands that a Dual Agent will disclose to both clients all adverse material facts actually known by the Agent.

15. **Limitations of a Dual Agent.** A Dual Agent may disclose any information to one client that is gained from the other, if the information is relevant to the transaction or the client, except a Dual Agent shall not disclose any confidential information about a client without that client's written permission, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation. In addition, the following cannot be disclosed by a Dual Agent without the informed written consent of the client to whom the information pertains:

- (a) that the Seller is willing to accept less than the asking price;
- (b) that the buyer is willing to pay more than the purchase price offered for the Property;
- (c) the motivating factors for buying or selling; and
- (d) that the Seller or buyer will agree to financing terms other than those offered.

16. **Dual Agency Addendum.** If Seller's Agent is a Dual Agent, Seller agrees to sign, with the purchase agreement, a Dual Agency Addendum confirming the Dual Agency.

17. **Open Houses by Buyer's Agent.** Seller consents to a buyer's agent conducting an open house on Property.

18. **Disclosure of Motivating Factors.** Seller agrees that all motivating factor(s) may be disclosed to potential buyers except \_\_\_\_\_

19. **Earnest Money.** The earnest money paid by a buyer, unless the purchase agreement provides otherwise, shall be deposited in the selling broker's trust account to be held until time of closing. If the selling broker is not closing the transaction, the earnest money shall be transmitted to the party closing the transaction at a time to be determined by the selling broker.

20. **Forfeiture of Earnest Money.** If the earnest money is forfeited by a prospective buyer, the expenses of the Listing Company and escrow closing company, if any, shall be paid and the balance shall be divided equally between Seller and Listing Company, but in no event shall Listing Company's share exceed the amount of the compensation due the Listing Company as stated in this Listing.

21. **Maintenance of the Property.** Seller agrees to maintain Property, until delivery of possession, in its present condition. Seller further agrees to hold REALTOR® harmless from any and all causes of action, loss, damage, or expense 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. Seller agrees to keep the Property insured through closing and to contact the homeowner's insurance provider if Seller vacates the Property.

22. **Smoke and Carbon Monoxide Detectors.** Seller agrees to install at Seller's expense any smoke and carbon monoxide detectors required by law.

23. **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.

24. **Nondiscrimination.** Seller and REALTOR® agree not to discriminate against any prospective buyer because of race, color, sex, religion, familial status, handicap, national origin or sexual orientation.

25. **Do Not Call Provisions.** This agreement establishes a business relationship. Seller consents to any contact, whether call, facsimile, text or other electronic contact in connection with the sale of the Property.

26. **Closing and Possession.** Seller's Agent must initial (a) or (b) below as only one will apply to a transaction:

- (a) **Broker Closing:** Seller agrees that the closing of any sale made by REALTOR® may be closed by REALTOR® at a cost of \$\_\_\_\_\_ which shall be paid by Seller, or as negotiated with the buyer in the purchase agreement.
- (b) **Escrow Closing:** Seller agrees that this transaction may be an escrowed closing conducted by an Escrow Agent. Seller authorizes REALTOR® to transfer to an Escrow Agent all down payments, earnest deposits, and other trust funds received by REALTOR® along with all documents and other items received by REALTOR® in connection with the sale, and upon acceptance of these items by the Escrow Agent, REALTOR® shall have no further responsibility or liability for the accounting of funds or preparation of documents in connection with the closing of the sale. The cost of the escrow closing shall be paid by Seller, or as negotiated with the buyer in the purchase agreement. The Escrow Agent shall be chosen by agreement of buyer and Seller.

Whether the closing is done by REALTOR® or an Escrow Agent, neither REALTOR® nor the Escrow Agent will be required to disburse any funds or deliver or record any documents unless and until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms, and provisions of the purchase agreement and loan commitment have been satisfied, performed and met. Possession shall be given at closing unless otherwise agreed between buyer and Seller.

27. **Home Warranty.** Seller understands the benefits of a home warranty, which is limited by the terms in the warranty contract.

(Seller must initial one of the following three paragraphs):

- \_\_\_\_/\_\_\_\_ Seller declines to provide warranty coverage as explained, unless otherwise agreed to by Seller in the purchase agreement by and between Seller and Buyer.
- \_\_\_\_/\_\_\_\_ Seller agrees to provide warranty coverage for the Property at Seller's cost, or as negotiated with the buyer in the purchase agreement, due upon closing.
- \_\_\_\_/\_\_\_\_ Seller understands warranty coverage is not available.

28. **Obtaining of Information.** Seller authorizes REALTOR® to obtain any information material to the sale or property including, but not limited to, information relating to utility expenses, the present mortgage(s) or deed(s) of trust on the Property including existing balance, interest rate, monthly payments, balance in escrow account and payoff amount and insurance policies held or maintained on the property. The lender is \_\_\_\_\_; The insurance company is \_\_\_\_\_.

29. **Multiple Listing Service and Internet Display.** Seller understands that the REALTORS® Multiple Listing Service (Midlands MLS Inc.) is available to give participating real estate agents and real estate companies ("Participating Brokers") the ability to easily share information and to provide for cooperation between agents in the selling process. The Multiple Listing Service also may make advertising information on listed properties available to the public via the Internet on websites of Participating Brokers through an Internet Data Exchange (IDX) or Virtual Office Websites (VOWs). VOWs are password-restricted websites through which agents or brokers may provide real estate brokerage services to consumers with whom they have first established a lawful broker-consumer relationship (as defined by state law). Seller may choose to withhold the property from display on the internet or the property address from display on the internet. Seller may also choose to withhold the property from the MLS.

(a) Declination of Internet Display

1. Public Viewable

\_\_\_\_ [if initialed] Seller does NOT want Seller's listing displayed on the internet. (Seller understands that consumers who conduct searches for listings on the internet will not see information about the listed property in response to their search, even on the Listing Company's website). If Seller's listing is publicly viewable, notwithstanding Seller's choice at 2, 3, or 4 below, neither Realtor nor Midlands MLS have control over the display of property next to an Automated Value Estimate or Consumer Blog on third party websites. *If this paragraph (a) 1 is initialed, items (a) 2 through 4 are not applicable.*

2. Show Address to Public:

\_\_\_\_ [if initialed] Seller does NOT want Seller's address shown on the internet.

3. Automated Valuation Method (AVM):

\_\_\_\_ [if initialed] Seller does NOT want Seller's property displayed beside an automated market value estimate or hyperlink to an automated market value estimate. (Seller understands that neither Seller nor the broker can control the information provided on an automated market value and it may be a lower value than the Seller's listing price). If not initialed, Seller allows display of automated market value estimates.

4. Consumer Blog:

\_\_\_\_ [if initialed] Seller does NOT want other brokers or agents to display Seller's Property (whether on a Virtual Office Website or Internet Data Exchange) with consumer comments or reviews, or hyperlinks to such comments or reviews. (Seller understands that neither the Seller nor the Listing Company can control whether opinion comments will be positive or negative regarding Seller's property). If not initialed, Seller allows consumer comments.

(b) Declination of Multiple Listing Service

1. \_\_\_\_ [if initialed] Seller does NOT want to submit Seller's property listing information on the Multiple Listing Service. (If Seller declines to make Seller's property available to the MLS but allows the internet, by not initialing at (a-1) above, Seller may place Seller's property on the Listing Company's website and elsewhere as Seller may choose in a marketing plan with the Listing Company). If initialed, Waiver of MLS Addendum shall be attached.

30. **Release of Information.** Except as limited in paragraph 29, Broker is authorized, but not required, to advertise on any media, including electronic media and computer information networks and placement in the MLS. Seller gives REALTOR® and its agents permission to use video or photographic images and/or representations of the Property (along with incidental images of personal property therein) for the purpose of advertising the Property. Seller 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. If Seller provides REALTOR® or its agents with any photos, floor plans or other copyrightable material related to the Property (collectively "Information"), Seller 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 Seller retains any copyrights or other ownership rights in or to the Information despite this assignment, Seller waives and agrees never to assert any such rights against REALTOR® or its agents, or their successors, licensees, or customers. Seller authorizes statistical information to be provided to the MLS after the property has closed.

31. **Cost of Services.** REALTOR® shall bear all expenses incurred by REALTOR®, if any, to market the Property and to compensate cooperating brokers, if any, who are serving as agents for the buyer. 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.

32. **Signs.** Seller gives permission to REALTOR® to place a for sale or sold sign on Property and to use a lockbox.

33. **Relocation Services.** Seller authorizes release of information for relocation or referral services provided by REALTOR®, if any.

34. **Existing Mortgage or Deed of Trust.** Seller agrees that Seller has been advised that the terms of Seller's existing mortgage or deed of trust may contain a prepayment penalty, a requirement for notice to the lender for an early payoff, interest adjustments to the end of month or other items which may affect Seller's net proceeds at the time of closing. REALTOR® shall not be responsible for obtaining said information.

35. **Transmittal Authorization.** The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgment by a Buyer, Seller and/or Broker/agent relating to the real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that, if requested, the undersigned will submit an original, or a copy thereof, to their agents. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

36. **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 brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Listing Agreement.
- (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 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 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 may 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) or such other mediation service versed in real estate practices of the locality.
- (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 360 days after the party giving the notice 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 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 opponents's case, the arbiter may award attorney's 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 mediate and arbitrate.
- (e) **Exclusions.** The terms of this paragraph 36 shall not apply to:
  - (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
  - (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
  - (3) The filing or enforcement of a construction or similar lien.
  - (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. §25-2801 to §25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 36.
- (f) **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 SELLER, 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.

37. **Entire Agreement.** This Listing constitutes the entire agreement between REALTOR® and Seller and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Listing Agreement. No modification of this Listing shall be valid, unless made in writing and signed by all parties.

38. **Copies of Agreement.** Receipt of a copy of this Listing Agreement is acknowledged.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

REALTOR® Firm Name	Printed Name of Seller(s)
Office Address	Seller Signature Date
City State Zip	Seller Signature Date
Printed Name of Agent	Seller Address
Agent Signature Date	City State Zip
AGENT CONTACT INFORMATION:	
Business Residence/Cellular	Residence Business
Fax Other	Fax Other
Agent Email Address	Seller Email Address