

LISTING AGREEMENT



- 1 (a) **SELLER NAME(S):** _____
- 2 (b) **LISTING COMPANY NAME:** _____
- 3 (c) **DESIGNATED AGENT NAME:** _____
- 4 (d) **LISTED PROPERTY ADDRESS and/or DESCRIPTION:** _____
- 5 _____, _____ County, Tennessee.
- 6 (e) **LISTING PRICE:** \$ _____, _____ Dollars.
- 7 (f) **LENGTH OF AGREEMENT:** This Listing Agreement begins on the date signed by Seller below, and expires on the following
- 8 **Expiration Date:** _____ at 11:59 PM, or at the closing of the sale if closing occurs earlier. This Agreement
- 9 will automatically extend through the termination date of any written offers or counteroffers, or through the contract pending
- 10 period if a sales contract is entered into. The Listing Company may terminate this Agreement at any time with written notice to
- 11 the Seller. If, within thirty (30) calendar days after the expiration date, the Seller should contract to sell the property to any
- 12 buyer who has been introduced, directly or indirectly, during the active term of this Agreement, Seller agrees to pay the
- 13 commission stated below, *unless* the property has been re-listed with another company at the time of such contract.
- 14 (g) **REAL ESTATE SERVICES AND COMMISSION:** The Listing Company agrees to use reasonable marketing efforts to
- 15 locate a qualified buyer for the property, to present and negotiate all offers, and to assist the Seller throughout the transaction.
- 16 In consideration of the services provided by the Listing Company, the Seller agrees to pay a **total commission of _____%**
- 17 **of the sales price** to the Listing Company if the property is sold, payable at the time of closing. If optioned, traded, lease
- 18 purchased, or otherwise conveyed, commission will be paid at closing, unless amended in writing.
- 19 (h) **EXCLUSIVE RIGHT TO SELL:** Seller gives the Listing Company the *Exclusive Right to Sell* the property (Listing Company
- 20 becomes the agent of the seller and is entitled to a commission on the sale of the listed property to *any* party). The Listing
- 21 Company authorizes the Designated Agent named above to act as the exclusive *Designated Agent for the Seller*.
- 22 h1. Seller has no listing agreement, seller agency agreement, pending offers or contracts in effect with any other real estate company.
- 23 h2. If another licensee of the Listing Company, or a licensee with any other real estate company, is working with a buyer as a
- 24 buyer's agent or as a facilitator, Seller authorizes the Listing Company to offer a buying-side commission of 3% of the sales
- 25 price (**included** in the total commission above). Such compensation does not change the other licensee's agency status.
- 26 h3. If the Designated Agent prepares an offer for a buyer represented by the Designated Agent, or from an unrepresented buyer
- 27 who requests equal status in the transaction, Seller agrees that the Designated Agent's status will change to that of facilitator
- 28 with respect to both parties on, and only on, any transaction with that particular buyer.
- 29 h4. In no case will the Listing Company or the Designated Agent be considered to be a dual agent.
- 30 h5. Seller agrees to cooperate in completing disclosures, disclaimers and forms required by the Listing Company, and in furnishing
- 31 necessary financial information, and will read and sign (A) the *ADVISORY TO BUYERS AND SELLERS* (Disclaimer Notice), and
- 32 (B) the *CONFIRMATION OF AGENCY STATUS, PERSONAL INTEREST DISCLOSURE AND DUTIES OF A REAL ESTATE LICENSEE* form, and
- 33 (C) a *TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE, OR EXEMPTION NOTIFICATION, OR DISCLAIMER STATEMENT*.
- 34 h6. Seller authorizes the Listing Company to list the property in the Multiple Listing Service (MLS). Seller represents that
- 35 property information provided is correct, and will review the MLS printout and the showing instructions for accuracy.
- 36 h7. Seller gives permission for the Listing Company to advertise the property, to place a "For Sale" sign, to schedule showings at
- 37 reasonable hours, to install a lockbox, to take and distribute photos, and to perform other such marketing duties.
- 38 h8. Seller authorizes the Listing Company to accept and hold earnest money deposits on behalf of Seller.
- 39 h9. Seller will convey property by warranty deed free and clear of all liens.
- 40 h10. If residence is on a septic system: To the best of Seller's knowledge, septic system is legally permitted for ____ number of bedrooms.
- 41 h11. Seller understands optional Home Protection Plans are available which may offer protective coverage both before and after the sale.
- 42 h12. The property is offered without regard to race, color, religion, sex, handicap, familial status, sexual orientation, or national origin.
- 43 (i) **OTHER TERMS AND EXEMPTIONS:** _____
- 44 _____
- 45 _____
- 46 _____
- 47 _____

48 **Seller certifies that all authorized parties required to lawfully bind a Purchase and Sale Agreement are signing this Agreement:**

49 **X** _____ **X** _____
Seller Signature Date & Time Seller Signature Date & Time

50 **X** _____
Designated Agent Signature Date & Time