

# LISTING AGREEMENT

This is a legally binding contract. If you do not understand it, seek legal advice.

Seller: \_\_\_\_\_ Seller: \_\_\_\_\_  
(Print) (Print)

Listing Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If a Purchase Agreement is entered into by the Seller(s) during the term of this agreement, the termination thereof shall extend to and include the date of closing under said Purchase Agreement.

1. In consideration of Broker's efforts to obtain a Purchaser and to cooperate with other brokers, Seller(s) hereby grant Broker the exclusive right to sell the following property: \_\_\_\_\_

Also known as: (Address) \_\_\_\_\_ Parcel ID: \_\_\_\_\_  
City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

For the sum of: \_\_\_\_\_  
(\$ \_\_\_\_\_) on the following terms: \_\_\_\_\_,  
or with Seller(s) consent, for a lesser sum or on other terms, which price includes all encumbrances, taxes, and assessments.

2. A) Broker will represent Seller as outlined in Article I of the attached Agency Agreement Addendum. Broker will act, with Seller's consent, as outlined in Article III when showing Seller's property to buyer client(s) of the Broker. Seller acknowledges and consents that Broker may represent and/or assist other Sellers of similar properties. Prospective Buyers will be offered the opportunity to inspect Seller's property and also any or all similar properties.  
B) Seller authorized Broker, by initials in appropriate space, to:

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

- a) Cooperate with Brokers who represent Buyers. \_\_\_\_\_
- b) Compensate cooperating Brokers \_\_\_\_\_

3. Seller agrees to pay a fee for professional services of \$ \_\_\_\_\_ OR \_\_\_\_\_ percent of the selling price plus appropriate sale tax. Seller further agrees that Broker or Broker's authorized representative may act as escrow agent for all money, papers, and documents associated with this transaction.

4. If during the period of this agreement the property is sold by Seller, Broker, a cooperating Broker, or anyone else; or should any of the above produce a Purchaser ready, willing, and able to purchase the property; or within \_\_\_\_\_ days after the expiration of this contract or mutual written termination of this contract, a sale is made to any person to whom the property has been shown during the listing period; Seller agrees to pay compensation as outlined above in section three. If this property is listed with another licensed real estate Broker after expiration of this listing or mutual written termination of this contract, this contract shall be null and void in its entirety.

5. The term "sale" shall be deemed to include any exchange or trade to which Seller consents. In the event of an exchange or trade, Broker is permitted to represent and receive compensation from both parties. The Seller acknowledges that there may be tax consequences arising out of the sale of this property and is advised to seek competent tax advice.

6. If an accepted offer and agreement to purchase does not close, both Buyer and Seller must agree in writing to the release of earnest money as described in the Purchase Agreement. If earnest money deposited by the Buyer is forfeited, the earnest money, less expenses, shall be divided between Broker and Seller with \_\_\_\_\_ % to Seller and \_\_\_\_\_ % to Broker. However, in no case may the Broker's share exceed the commission stated herein.

Property Address: \_\_\_\_\_

7. The following personal property is included, free of liens, in the stated price: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Seller authorizes Broker, by initials in the appropriate space to:

- A. Place property with the Multiple Listing Service within 48 hours. *(If no, complete B-a below)*
- B. Place a "For Sale" sign on property.
- C. Install a lockbox on the property.
- D. Request mortgagee to release information to Broker.
- E. Request utility companies to release information to Broker.
- F. Advertise by computerized or other media.
  - I. Pass to Internet
  - II. Internet Address Display
  - III. Show AVM (automated valuation model) on VOW
  - IV. VOW Consumer Comment
- G. Disclose to buyers that Seller has received other offers.

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

8a) Per Section 1 of the MLS Rules and Regulations, all residential, land, and multi family listings (4-plex or less) are required to be placed on MLS within 48 hours (two business days) unless the seller gives specific instruction otherwise. If this is the case, please indicate when this listing is expected to go on MLS. \_\_\_\_\_

9. This property is offered for sale regardless of sex, race, color, national origin, religion, creed, disability, familial status, or any other category protected under federal, state, or local law.

10. Seller(s) shall complete and submit a Seller's Property Condition Disclosure Statement as required by SDCL 43-4-38, unless exempt pursuant to SDCL 43-4-43, with this Listing Agreement. Seller(s) agree(s) to indemnify and hold harmless Broker and Broker's agents from any claims(s) arising out of misrepresented or incomplete disclosure statements made by Seller(s).

11. Seller shall complete and submit a lead-based paint disclosure if property is residential and was built prior to 1978 as required by federal regulation.

12. Seller(s) request that the listing agent or his/her representative be present at all offer presentations.

13. Seller(s) understand(s) that this Listing Agreement extends permission to members of the REALTOR® Association of the Sioux Empire, Inc. to telephone Seller(s) for purposes related to the sale of this property, even if Seller(s) are registered on the Do Not Call Registry. Telephone Number(s): \_\_\_\_\_

14. Additional Provisions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Receipt of copy of this contract by the Seller has been acknowledged

15.

<b>Seller</b>	_____	<b>Seller</b>	_____
	(date)		(date)
<b>Agent</b>	_____	<b>Firm</b>	_____
	(date)	<b>Broker</b>	_____
	(date)		(date)