

**EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**

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1. Date \_\_\_\_\_
2. Page 1 of \_\_\_\_\_ pages

3. **DEFINITIONS:** This Contract involves the property located at \_\_\_\_\_,  
 4. legally described as \_\_\_\_\_  
 5. \_\_\_\_\_ (Property).

6. Seller is \_\_\_\_\_ (Seller).

7. Broker is \_\_\_\_\_ (Broker).  
(Real Estate Company Name)

8. This Contract starts on \_\_\_\_\_, 20\_\_\_\_\_, and ends at 11:59 p.m. on \_\_\_\_\_,  
 9. 20\_\_\_\_\_.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Seller offers the Property for sale for the price of \$ \_\_\_\_\_, upon the following  
 12. terms: \_\_\_\_\_.

13. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market  
 14. the Property for sale. Broker may place a "For Sale" sign and a lock box with keys on the Property, unless prohibited by  
 15. governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.  
 16. Seller understands Broker may be a member of a Multiple Listing Service (MLS), and if Broker is a member of MLS,  
 17. and where available, Broker may give information to the MLS concerning the Property. Broker may place information  
 18. on the Internet concerning the Property, including sold information (except as limited in the *Internet Display Options*  
 19. Form). If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and terms of  
 20. the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other  
 21. broker is insuring Seller or occupant against theft, loss or vandalism.

22. *(Initial)*

23. \_\_\_\_\_ Seller acknowledges that Seller has received and has had the opportunity to review the *Internet*  
(Seller) (Seller)  
 24. *Display Options Form.*

25. **LISTED FOR LEASE:** The Property  IS  IS NOT currently listed for lease. If IS, the listing broker is  
------(Check one.)-----

26. \_\_\_\_\_. If IS NOT, Seller  MAY  MAY NOT list the Property for lease during the  
------(Check one.)-----  
 27. terms of this Contract with another broker.

28. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this  
 29. Property upon terms acceptable to both parties.

30. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.  
 31. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller  
 32. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any  
 33. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain  
 34. responsible for security, maintenance, utilities and insurance during the term of this Contract, and for safekeeping,  
 35. securing and/or concealing any valuable personal property during Property showings or open houses. Seller shall  
 36. surrender any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession  
 37. or control, to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey  
 38. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary  
 39. to transfer to buyer marketable title to the Property. Seller has the full legal right to sell the Property.

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41. Property located at \_\_\_\_\_.
42. Seller authorizes Broker, and any other broker authorized by Broker, to preview and show the Property at reasonable  
43. times and upon reasonable notice and agrees to commit no act which might tend to obstruct Broker's performance  
44. hereunder. If the Property is occupied by someone other than Seller, Seller shall comply with Minnesota law and any  
45. applicable lease provisions of an existing lease and provide tenant with proper notice in advance of any Property  
46. showing.
47. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**  
48. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
49. **BROKER'S COMPENSATION:**
50. Seller agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this Contract, which  
51. fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of  
52. any obligation to compensate Broker.
53. Seller shall pay Broker, as Broker's compensation, \_\_\_\_\_ percent (%) of the selling price or  
54. \$ \_\_\_\_\_, whichever is greater, if Seller sells or agrees to sell the Property during the term of  
55. this Contract.
56. Other: \_\_\_\_\_
57. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the  
58. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.  
59. Seller agrees to pay Broker's compensation whether Broker, Seller or anyone sells the Property. Seller hereby permits  
60. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the  
61. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
62. 1. the closing of the sale;  
63. 2. Seller's refusal to close the sale; or  
64. 3. Seller's refusal to sell at the price and terms specified above.
65. If, within \_\_\_\_\_ days (*not to exceed six (6) months*) after the expiration of this Contract, Seller sells or agrees to sell  
66. the Property to anyone who:
67. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;  
68. or  
69. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,  
70. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose  
71. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
72. then Seller shall still pay Broker the compensation noted herein, even if Seller sells the Property without Broker's  
73. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid  
74. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,  
75. under which Seller is obligated to compensate another licensed real estate broker.
76. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale  
77. of the Property in an amount equal to the compensation due to Broker under this Contract.
78. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS  
79. unless Broker notifies Seller otherwise in writing.
80. **CLOSING SERVICES:**
81. **NOTICE: THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER OR REAL ESTATE**  
82. **CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS**  
83. **OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING**  
84. **ITSELF.**
85. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
86. understands that no one can require Seller to use a particular person in connection with a real estate closing and that  
87. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.

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89. Property located at \_\_\_\_\_.
90. Seller's choice for closing services. *(Initial one.)*
91. \_\_\_\_\_ Seller wishes to have Broker arrange for the closing.  
(Seller) (Seller)
92. \_\_\_\_\_ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.  
(Seller) (Seller)
93. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
94. effectively reduce the proceeds from the sale.
95. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government
96. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be
97. required to pay the financing fees on any mortgage without giving Seller's written consent.
98. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
99. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

100. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual

101. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same

102. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively

103. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,

104. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept

105. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other

106. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By

107. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house transaction.

108. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker to represent

109. the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

110. Seller's Instructions to Broker:

111. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

112.  Seller will agree to a dual agency representation and will consider offers made by buyers represented by

113. Broker.

114.  Seller will not agree to a dual agency representation and will not consider offers made by buyers represented

115. by Broker.

116. Real Estate Company Name: \_\_\_\_\_

117. \_\_\_\_\_ Seller: \_\_\_\_\_

118. By: \_\_\_\_\_ Seller: \_\_\_\_\_  
(Licensee)

119. \_\_\_\_\_ Date: \_\_\_\_\_

120. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this

121. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during and after the

122. expiration of this Contract.

123. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee representing or assisting Seller may have had a previous

124. agency relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker or licensee

125. representing or assisting Seller is legally required to keep information regarding the ultimate price and terms the buyer

126. would accept and the motivation for buying confidential, if known.

127. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees

128. to indemnify and hold harmless Broker from and against any and all claims, liability, damage or loss arising from any

129. misrepresentation, misstatement, omission of fact or breach of a promise by Seller. Seller agrees to indemnify and hold

130. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any

131. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,

132. loss or injury is the result of the gross negligence or willful misconduct of the Broker.

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134. Property located at \_\_\_\_\_.

135. **CERTIFICATION INDIVIDUAL TRANSFEROR:** Section 1445 of the Internal Revenue Code provides that a  
136. transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the  
137. transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller) is a  
138. foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real  
139. Property Tax Act (FIRPTA) will be fulfilled.

140. **Seller(s) states and acknowledges the following:** Seller is a citizen of the United States or, if a corporation, partnership  
141. or other business entity, duly incorporated in the United States or, if a partnership or business entity, formed and  
142. governed by the laws of the United States:  Yes  No

143. If "No," please state country of citizenship, incorporation or the like: \_\_\_\_\_

144. Under the penalties of perjury Seller declares that Seller has examined this certification and, to the best of Seller's  
145. knowledge and belief, it is true, correct and complete.

146. **FAIR HOUSING NOTICE:** Seller understands that Seller shall not refuse to sell, or discriminate in the terms, conditions  
147. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status  
148. with regard to public assistance, handicap (whether physical or mental), sexual orientation or family status. Seller  
149. understands further that local ordinances may include other protected classes.

150. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government  
151. agency or unit owners' association about the Property that Seller has not told Broker about. Seller agrees to promptly  
152. inform Broker, in writing, of any notices of such type that Seller receives during the term of this Contract.

153. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage  
154. balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property. A copy of  
155. this document shall be as valid as the original.

156. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
157. transaction constitute valid, binding signatures.

158. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,  
159. fax, e-mail or other means of communication during the term of this Agreement and anytime thereafter.

160. **OTHER:** \_\_\_\_\_

161. \_\_\_\_\_

162. **ACCEPTED BY:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
(Real Estate Company Name) (Licensee)

163. Date Signed: \_\_\_\_\_, 20 \_\_\_\_\_

164. **ACCEPTED BY:** \_\_\_\_\_ **ACCEPTED BY:** \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

165. \_\_\_\_\_  
(Address) (Address)

166. \_\_\_\_\_  
(Phone) (Phone)

167. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.**  
168. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**