

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

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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_____. This Contract terminates upon successful closing of the Property(ies) specified in this Contract or expiration

10. or cancellation of this Contract, whichever occurs first.

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

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

13. terms: _____.

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

24. **MLS DATA FEED OPTIONS:**

25. **EXPLANATIONS AND DEFINITIONS:**

26. **"IDX site"** means a web site operated by a broker participating in the MLS on which the broker can advertise the
27. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
28. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

29. **"Virtual office web site" ("VOW")** means a web site operated by a broker participating in the MLS that delivers
30. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
31. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
32. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
33. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.
34. The MLS imposes various other rules and restrictions on VOWs.

35. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to the
36. Internet display of the MLS input data for the Property are as follows:

37. **Option 1. Listing display on the Internet.** If Seller selects "No," this listing will not be included in MLS data feeds
38. to Internet web sites that display property listing data, whether intended for advertising the Property or
39. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
40. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

41. Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No

42. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who
43. conduct searches for listings on the Internet will not see information about the Property in response to
44. their searches.

46. Property located at _____.
47. **If “No” was selected at Option 1, skip Options 2-4. If “Yes” was selected for Option 1, continue to Option 2.**
48. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects
 49. “No,” the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
 50. Internet listing display, whether intended for advertising the Property or providing online brokerage services
 51. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
 52. means, including e-mail, fax, mail, hand delivery, and orally.
53. Shall the listing address (house and unit numbers and street name) be displayed
 54. on the Internet? ☐ Yes ☐ No
55. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**
 56. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
 57. (“AVM”) function/service. An AVM uses statistical calculations to estimate the value of a property based
 58. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
 59. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
 60. factors in valuing a property. Seller, by selecting “No,” may prohibit display of an automated valuation of
 61. his or her listing adjacent to the listing.
62. Shall an automatic valuation of the Property listing or a link to an automated
 63. valuation be displayed adjacent to the listing? ☐ Yes ☐ No
64. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**
 65. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
 66. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
 67. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
 68. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
 69. the listing’s value, etc.
70. Shall comments or reviews of the Property by persons other than the displaying
 71. broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☐ No
72. **LISTED FOR LEASE:** The Property ☐ **IS** ☐ **IS NOT** currently listed for lease. If **IS**, the listing broker is
 73. _____ (Check one.) . If **IS NOT**, Seller ☐ **MAY** ☐ **MAY NOT** list the Property for lease during the
 74. terms of this Contract with another broker. (Check one.)
75. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
 76. Property upon terms acceptable to both parties.
77. **SELLER’S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.
 78. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller
 79. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any
 80. governmental authority. Seller agrees to provide unit owners’ association documents, if required. Seller shall remain
 81. responsible for security, maintenance, utilities, and insurance during the term of this Contract, and for safekeeping,
 82. securing and/or concealing any valuable personal property. Seller shall surrender any abstract of title and a copy of any
 83. owner’s title insurance policy for this Property, if in Seller’s possession or control, to buyer or buyer’s designated title
 84. service provider. Seller shall take all actions necessary to convey marketable title by the date of closing as agreed to in
 85. a purchase agreement. Seller shall sign all documents necessary to transfer to buyer marketable title to the Property.
 86. Seller has the full legal right to sell the Property.
87. **Access to the Property:** To facilitate the showing and sale of the Property, Seller authorizes Broker to:
 88. 1. access the Property;
 89. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
 90. professionals to access the Property at reasonable times and upon reasonable notice; and
 91. 3. duplicate keys to facilitate convenient and efficient showings of the Property.

93. Property located at _____.
94. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with
95. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the
96. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Seller agrees to
97. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other
98. than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide
99. tenant with proper notice in advance of any Property showing. Seller understands the prospective buyers and others
100. authorized to access the Property may record the Property by photograph, video, or other medium while accessing
101. the Property.
102. **RECORDING ON THE PROPERTY:** Seller understands that MN Statute 626A.02 specifically prohibits the interception
103. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek
104. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept
105. oral communications between persons other than Seller.
106. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos
107. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
108. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
109. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
110. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
111. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
112. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
113. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
114. **BROKER'S COMPENSATION:**
115. Seller agrees to pay Broker a retainer fee of \$ _____ at the commencement of this
116. Contract, which fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward
117. satisfaction of any obligation to compensate Broker.
118. Seller shall pay Broker, as Broker's compensation, _____ percent (%) of the selling price or
119. \$ _____, whichever is greater, if Seller sells or agrees to sell the Property during
120. the term of this Contract.
121. Other: _____
122. _____
123. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the
124. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.
125. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits
126. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the
127. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
128. 1. the closing of the sale;
129. 2. Seller's refusal to close the sale; or
130. 3. Seller's refusal to sell at the price and terms specified above.
131. If, within _____ days (*not to exceed six (6) months*) after the expiration of this Contract, Seller sells or agrees to sell
132. the Property to anyone who:
133. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;
134. or
135. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
136. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose
137. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
138. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
139. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
140. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
141. under which Seller is obligated to compensate another licensed real estate broker.

143. Property located at _____.

144. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale
145. of the Property in an amount equal to the compensation due to Broker under this Contract.

146. **COMPENSATION DISCLOSURE:** Broker ☐ **SHALL** ☐ **SHALL NOT** offer compensation to cooperating brokers.
------(Check one.)-----

147. If **SHALL**, the compensation to cooperating brokers shall be as follows:

148. ☐ _____ % of the gross sales price or \$ _____, whichever is greater, to cooperating
149. brokers representing buyer.

150. ☐ _____ % of the gross sales price or \$ _____, whichever is greater, to cooperating
151. brokers assisting buyer.

152. ☐ Other: _____

153. _____

154. CLOSING SERVICES:

155. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING SELLER, OR REAL ESTATE
156. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS
157. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING
158. ITSELF.

159. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
160. understands that no one can require Seller to use a particular person in connection with a real estate closing and that
161. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.

162. Seller's choice for closing services (Check one.):

163. ☐ Seller wishes to have Broker arrange for the closing.

164. ☐ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.

165. _____
(Seller's Initials) (Seller's Initials)

166. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
167. effectively reduce the proceeds from the sale.

168. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government
169. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be
170. required to pay the financing fees on any mortgage without giving Seller's written consent.

171. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
172. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
173. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
174. from FIRPTA withholding.

175. Seller represents and warrants that Seller ☐ **IS** ☐ **IS NOT** a foreign person (i.e., a non-resident alien individual,
------(Check one.)-----

176. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

177. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
178. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
179. **or whether the withholding requirements of FIRPTA apply.**

180. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
181. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

183. Property located at _____.

184. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual
185. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same
186. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively
187. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,
188. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept
189. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other
190. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By
191. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house
192. transaction. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker
193. to represent the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

194. Seller's Instructions to Broker:

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

196. ☐ Seller will agree to a dual agency representation and will consider offers made by buyers represented by
197. Broker.

198. ☐ Seller will not agree to a dual agency representation and will not consider offers made by buyers represented
199. by Broker.

200. Real Estate Company Name: _____

201. _____ Seller: _____

202. By: _____ Seller: _____
(Licensee)

203. _____ Date: _____

204. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
205. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during, and after the
206. expiration of this Contract.

207. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Seller, may have had a previous agency
208. relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee representing
209. Seller, is legally required to keep information regarding the ultimate price and terms the buyer would accept and the
210. motivation for buying confidential, if known.

211. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon the
212. successful closing of the Property(ies) specified in this Contract or expiration or cancellation of this Contract, whichever
213. occurs first.

214. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
215. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
216. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
217. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
218. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,
219. loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

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

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

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

231. Page 6

232. Property located at _____.

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

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

237. **OTHER:** _____

238. _____

239. _____

240. _____

241. _____

242. **BROKER**

SELLER

243. **ACCEPTED BY:** _____
(Real Estate Company Name)

ACCEPTED BY: _____
(Seller)

244. By: _____
(Licensee)

(Date)

245. _____
(Date)

(Address)

246. _____
(Address)

(Phone)

247. _____
(Phone)

(E-Mail Address)

248. _____
(E-Mail Address)

249.

SELLER

250.

ACCEPTED BY: _____
(Seller)

251.

(Date)

252.

(Address)

253.

(Phone)

254.

(E-Mail Address)

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

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

(Signature)

(Date)

(Signature)

(Date)

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