

Form 10: Real Estate Listing Agreement

1. This Listing Agreement is made and is effective this ____ day of _____, 20____ by and between
_____(Owner's name)
_____(Owner's address)
and _____(Agent's name)
_____(Agent's address).

2. Owner has the legal right to enter into this Listing Agreement and has legal title to the real property located at
_____(street address)
_____(city)_____(county)_____(state);
said property being specifically described as follows:

3. Agent is a licensed real estate agent or broker in good standing under the laws of the State of _____ and is authorized by law to represent Owner as a real estate agent or broker.

4. Owner hereby grants to Agent the right to offer for sale said property described above in accordance with the terms of this Listing Agreement. This right to Agent shall be: (check one)

☐ (a) exclusive

☐ (b) nonexclusive

5. Owner shall pay to Agent on or before the date set for closing in any binding agreement with owner for the purchase and sale of said property a commission in the amount of ____ percent (____%) of the gross sale price actually paid to or forfeited to owner by a buyer, subject to the following provisions:

(a) if Agent has an exclusive right to offer for sale said property as indicated in Item 4(a) above, said commission shall be payable in accordance with Item 5 above to Agent if any buyer executes a binding agreement with Owner for the purchase and sale of said property during the term of this Listing Agreement; and

(b) if Agent has a nonexclusive right to offer for sale said property as indicated in Item 4(b) above, said commission shall be payable in accordance with Item 5 above to Agent only if a buyer procured by Agent executes a binding agreement with Owner for the purchase and sale of said property during the term of this Listing Agreement.

- 6.** Agent is an independent contractor under this Listing Agreement, and Agent shall be responsible for any brokerage fees, commissions, or other compensation to other agents and employees in procuring a sale of said property pursuant to this Listing Agreement. Owner shall not be liable for any brokerage fees, commissions, or other compensation except as provided in Item 5 above.
- 7.** Agent is given authority under this Listing Agreement only to solicit offers from prospective buyers of said property. Agent shall have no authority to accept any offers from prospective buyers or to otherwise make any binding agreements on behalf of Owner. Agent shall not list or advertise said property at a price of less than \$_____. Agent shall not assign or delegate any of Agent's duties and performance under this Listing Agreement without Owner's prior written consent.
- 8.** Owner may accept or reject any offer from any prospective buyer at Owner's sole discretion.
- 9.** Only the personal property specifically listed below is included in the sale of the real property covered by this Listing Agreement:
- 10.** This Listing Agreement represents the entire agreement and understanding of Owner and Agent in reference to the property covered herein. This Listing Agreement shall terminate on the ____ day of _____, 20____.
- 11.** This Listing Agreement shall be governed by the laws of the State of _____.
- 12.** Owner and Agent hereby agree to the following additional terms and conditions:

Owner and Agent, intending to be legally bound, have signed this Agreement on the date first indicated above.

Owner's signature

Agent's signature

Subscribed and sworn to before me on this ____ day of _____, 20____.

Notary