

REAL ESTATE LISTING AGREEMENT – [ADDRESS]

This Real Estate Listing Agreement ("Agreement") is made and entered into as of [DATE] ("Effective Date"), by and between [FULL LEGAL NAME], having an address at [ADDRESS] ("Seller"), and [BROKER NAME], a duly licensed real estate broker in the State of [STATE], with a principal place of business at [BUSINESS ADDRESS] ("Broker").

1. PROPERTY

Seller hereby grants Broker the right to list and market for sale the real property commonly known as [PROPERTY ADDRESS], together with all fixtures and appurtenances thereto, excluding any personal property unless expressly included in a written purchase agreement.

2. TERM

The term of this Agreement shall commence on [START DATE] and shall expire at 11:59 PM on [END DATE], unless earlier terminated in accordance with the provisions herein. Any extension of the Term must be in writing signed by both parties.

3. LISTING AUTHORITY

Seller hereby appoints Broker as:

- Exclusive Right to Sell
- Exclusive Agency
- Open Listing

No listing authority shall be effective unless affirmatively selected above.

4. LIST PRICE

The Property shall be offered for sale at a listing price of \$[LIST PRICE], or such other price as Seller may subsequently authorize in writing.

5. BROKER SERVICES

Broker agrees to use reasonable and customary marketing efforts consistent with local brokerage standards to market the Property, including but not limited to listing the Property on the Multiple Listing Service (MLS), advertising through digital and traditional media, conducting showings, and presenting all offers to Seller in a timely manner. Broker shall not have authority to bind Seller to any agreement without Seller's prior written consent.



6. COMPENSATION

Seller agrees to pay Broker a commission equal to []% of the gross sales price or \$[AMOUNT], as applicable.

Unless otherwise required by applicable state law, such commission shall be earned upon the successful closing of a sale of the Property or as otherwise provided in a separate written agreement.

The parties acknowledge that commission structures and obligations may be subject to state-specific laws, regulations, and MLS requirements.

7. COOPERATING BROKERS

Broker is authorized to cooperate with other licensed brokers and to share a portion of the commission, specifically []% or \$[AMOUNT], with any cooperating broker representing a buyer. Any commission sharing shall comply with applicable MLS rules and state licensing laws.

8. PROTECTION PERIOD

In the event that the Property is sold within [] days after the expiration of this Agreement to any party to whom the Property was introduced during the term hereof, Seller shall remain obligated to pay Broker the commission set forth herein, provided that Broker has complied with applicable state law requirements for such protection period. Broker must provide Seller with a written list of such prospective purchasers within [] days after expiration, if required by applicable state law.

9. SELLER REPRESENTATIONS AND OBLIGATIONS

Seller represents and warrants that Seller has full legal authority to enter into this Agreement and to sell the Property. Seller agrees to provide accurate and complete information regarding the Property and to disclose all known material defects in accordance with applicable federal, state, and local laws. Seller shall make the Property reasonably available for showings and inspections. Seller acknowledges that separate written disclosure forms may be required under federal, state, or local law.

10. FAIR HOUSING AND LEGAL COMPLIANCE

The parties agree to comply with all applicable laws, including without limitation the Fair Housing Act, the Real Estate Settlement Procedures Act (RESPA), and all applicable state licensing and disclosure laws.



11. DUAL AGENCY

Where permitted by applicable state law, Broker may act as a dual agent representing both Seller and buyer, provided that informed written consent is obtained from all parties as required by law. This provision shall apply only to the extent permitted under applicable state law.

12. TERMINATION

This Agreement may be terminated prior to expiration by mutual written agreement of the parties or as otherwise permitted under applicable law. Early termination shall not affect Broker's right to compensation as provided herein. Either party may terminate this Agreement upon written notice as permitted by applicable law or the terms of this Agreement.

13. INDEMNIFICATION

Seller shall indemnify and hold Broker harmless from claims arising from inaccurate information provided by Seller; provided, however, that Seller shall not be responsible for Broker's negligence, misconduct, or violation of applicable law.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of laws principles.

15. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall be resolved by:

- Binding arbitration
- Mediation followed by arbitration
- Court proceedings in [COUNTY, STATE]

The selected dispute resolution method shall be the exclusive means of resolving disputes, to the extent permitted by law.

16. STATE-SPECIFIC DISCLOSURES

Seller and Broker acknowledge that additional state-specific disclosures, forms, and notices may be required depending on the jurisdiction in which the Property is located, including but not limited to agency disclosures, property condition disclosures, and other statutory notices. Such disclosures shall be provided separately as required by applicable law.



17. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

18. SIGNATURES

Seller Signature: _____ Date: _____

Seller Name: _____

Broker Signature: _____ Date: _____

Broker Name: _____

License Number: _____

DISCLAIMER: This document is a general template and does not constitute legal advice. It must be reviewed and approved by a licensed attorney in the applicable jurisdiction prior to use. Users should not rely on this template without state-specific customization.

