

## Exclusive Right to Sell or Lease Listing Agreement

The MLS and Texas Real Estate rules require that you sign a listing agreement before we can list your property on the MLS. Owner **MUST NOTIFY BROKER WITHIN 24 HOURS** of any status change and provide copies of contracts to broker, per TREC rules. This applies to any type of sale or lease with or without a buyer/tenant agent.

This LISTING AGREEMENT is by and between the owners and Listing Results, LLC – Broker.

Owner Name/s \_\_\_\_\_ and Listing Results, LLC (Broker) and

Provides that in consideration for providing services described herein, owner hereby appoints Broker as owner's listing

Broker to list the property at a sale/rental price of \$ \_\_\_\_\_

Address \_\_\_\_\_

City/Zip \_\_\_\_\_ in \_\_\_\_\_ County.

Broker will file this listing with the Multiple Listing Service (MLS). Owner authorizes Broker to submit information about this property on the MLS. MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including leased or sold data, so that subscribers to the MLS may use the information for market evaluations or appraisal purposes. This agreement also grants the MLS the right to down load your listing to the applicable public websites. Broker has no control over any of the public websites.

**Owner may cancel this agreement at any time**, unless the property is under contract. There is no refund once the property has been listed. Owner grants Broker the exclusive right to list the property, which means owner cannot list property on the MLS with a different broker without first canceling this agreement with Listing Results, LLC. If for any reason Broker cannot reach seller in a reasonable amount of time, broker may terminate this agreement and no refund will be given to seller.

You must offer a buyer agent commission. The industry norm is 3% of the total sales price at closing (on for sale listings) or ½ the first month's rent (for lease listings) which you are agreeing to by your signature; unless you write a different commission in the blank below. Do not write in 0 in the blank a commission must be offered. Lease listings: You agree to pay the agent that brings you a tenant directly at move-in either ½% or the commission listed below.

**BROKER FEE/COMPENSATION** ..... The two possible commission/fee scenarios are:

Scenario #1 if buyer/tenant is procured by buyer's agent/broker - Your fee is the non-refundable fee you paid at time of listing plus a \_\_\_\_\_ % (you must write in the amount of commission you are offering the buyer's agent if other than 3%. If you leave it blank, you agree to offer 3% of the sales price or ½ one months rent. This blank cannot have, N/A, 0 or "to be negotiated", a commission must be offered) of the total sales price at closing to the agent/broker that brings the buyer/tenant to the property. This fee will be paid to the one agent/broker that brings an able buyer/tenant for your home and is paid at closing per terms of this contract.

Scenario #2 if buyer/tenant is procured by any other means (without a buyer's agent/broker) the only fee paid by seller is the non-refundable fee paid at the time of listing, (one of the listing packages you have chosen).

**COOPERATION WITH "OTHER BROKERS" (BUYER AGENT/BROKER):** Broker will allow Other Brokers (i.e. buyer agents/brokers) to show the property to prospective buyers/tenants. Owner authorizes listing broker to offer a compensation/fee discussed above to any participating broker (buyer's agents/broker) in the MLS. This fee is earned and payable to the buyer agent/Broker (one Broker) that brings the person that leases/buys the property listed, and is payable at closing.

Broker is not an expert in, and is not providing advice to owner concerning legal matters, tax, financing, surveying, structural or mechanical condition, hazardous material or engineering. Owner is encouraged to seek expert help from qualified professionals in such areas.

Owner understands that they must comply with all federal, state and local laws concerning fair housing and acknowledges that federal and Texas law prohibit discrimination in the lease of property on the basis of race, color, religion, sex, disability, familial status, or national origin. Owner cannot instruct Broker or any salesperson acting as owner's agent or convey on behalf of Landlord any limitations in the lease of the property based upon any of the foregoing. Owner shall indemnify, defend and hold Broker harmless from and against any and all claims, demands, suits, damages, liability, losses, or expense (including all attorney's fees and damages) arising out of any misrepresentation, nondisclosure or concealment by seller in connection with the sale/lease of the property, including, without limitation, the inaccuracy or incompleteness for any complaints made by a buyer or prospective buyer before or after possession of the property with respect to any defect in the property. Owner agrees to submit accurate information about the property. Square footage must be verifiable by tax records or an appraisal; we cannot use building plans, survey, owner drawings or anything other than an appraiser's measurements. If you do not have an appraisal or appraiser's measurements we will use the tax records.

Owner has received/read/signed the Information about Brokerage Services concerning brokerage relationships and understands it in its entirety. Owner may not attempt to procure a tenant/buyer represented by a broker and negotiate directly with them. Owner may not negotiate directly with the buyer's broker, per Texas laws.

Owner understands that Texas law requires Broker to disclose to any buyer all adverse material facts related to the condition of the property actually known by Broker or Owner. Owner acknowledges that broker is subject to and will abide by the Rules and Regulations of the MLS, any REALTOR® Association and the Texas Real Estate Commission, SB 810, minimum level of service rules, and listing broker may cancel this agreement if owner does not comply with these rules, is unreachable, or fails to provide any info needed and will not be entitled to a refund of the listing fee. Owner agrees to pay any fines incurred from the MLS for not reporting status changes or any inaccurate information.

Broker is required by TREC to have copies of all contracts, addenda, seller's disclosure, HUD-1 and owner agrees to provide all information within 24 hours after closing and funding. If information is not provided by owner, owner is in breach of this agreement and may be subject to fines. Broker will provide the level of service as required by the Texas Real Estate Commission or any governing organization.

If you choose to use a lock box, Broker advises owner that a lock box is not a security device. Using a key box will probably increase showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor the MLS nor Listing Results LLC requires a key box and is not responsible for any loss, damage or theft.

Broker is not responsible or liable in any manor for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not limited to injuries or damages caused by any party.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT; BY MY SIGNATURE BELOW, I AGREE TO ALL OF THE TERMS OF THIS CONTRACT IN ITS ENTIRETY. I agree to supply Listing Results, LLC with all contracts, addendums and any forms requested. I agree to pay any fines incurred by not supplying the required paperwork to broker. Any alteration of this Listing Agreement without consent of the broker will not be valid.

TERM: Listing commences on: (write in a date you wish the listing to start, **do not put immediately**, but it must be equal to or later than the day submitted. (For a Friday list date, we need all required info by Wednesday, list date must be Mon-Fri) \_\_\_\_\_ and ends at 11:59 PM on \_\_\_\_\_. Do not put longer than your plan allows. This is consecutive dates.

**\*\*Important:** Your listing will expire and our agreement will terminate on the date you fill in as an expiration date; regardless of the amount of time your plan includes. If you wrote in a shorter time, you will have to extend prior to expiration on the MLS or there will be a charge to do so. If you put in a longer time than your plan includes, we will alter it. (end date depends on length of term you signed up for, BUT you may cancel at any time per terms of this agreement, unless your home is under contract to sell/lease, there is no refund once the property has been listed.)

OWNER'S SIGNATURE X\_\_\_\_\_

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