

# LISTING AGREEMENT

(This is a legally binding contract. If you do not understand it, seek legal advice.)

Seller: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Listing Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If a purchase agreement is entered into by Buyers during the term of this agreement, the termination thereof shall extend to and include the date of closing under said purchase agreement as to the purchasers only.

1. In consideration of Broker's efforts to obtain a purchaser and to cooperate with other brokers, Seller(s) hereby grant Broker the exclusive right to sell the following property: \_\_\_\_\_  
\_\_\_\_\_  
Also known as: \_\_\_\_\_  
For the sum of: \_\_\_\_\_ (\$ \_\_\_\_\_)  
On the following terms: \_\_\_\_\_  
\_\_\_\_\_

or with Seller's consent, for a lesser sum or on other terms, which price includes all encumbrances, taxes, and assessments.

2. A. Broker will represent Seller as outlined in Article I of the attached Agency Agreement Addendum. Broker will act, with Seller's consent, as outlined in Article III when showing Seller's property to buyer client(s) of the Broker. Seller acknowledges and consents that Broker may represent and/or assist other sellers of similar properties. Prospective buyers will be offered the opportunity to inspect Seller's property and also any or all similar properties.

B. Seller authorizes Broker, by initials in the appropriate space, to:

- |   |   |
|---|---|
| a) offer sub-agency to cooperating brokers.     | Yes _____/_____/_____ No _____/_____/_____ NA _____/_____/_____ |
| b) cooperate with brokers who represent buyers. | Yes _____/_____/_____ No _____/_____/_____ NA _____/_____/_____ |
| c) compensate cooperating brokers.              | Yes _____/_____/_____ No _____/_____/_____ NA _____/_____/_____ |

3. The term "sale" shall be deemed to include any exchange or trade to which Seller consents. In the event of an exchange or trade, Broker is permitted to represent and receive compensation from both parties.

4. If during the period of this agreement the property is sold by Seller, Broker, a cooperating broker, or anyone else; or should any of the above produce a purchaser ready, willing, and able to purchase the property; or within \_\_\_\_\_ days after the expiration of this contract, a sale is made to any person to whom the property has been shown during the listing period; Seller agrees to pay a fee for professional services of \$ \_\_\_\_\_ OR \_\_\_\_\_ percent of the selling price plus appropriate sales tax. Seller further agrees that Broker or Broker's authorized representative may act as escrow agent for all money, papers, and documents associated with this transaction. If this property is listed with another licensed real estate broker after expiration of this listing, this contract shall be null and void in its entirety.

5. If earnest money deposited by the Buyer is forfeited, the earnest money, less expenses, shall be equally divided between Broker and Seller. However, in no case may the Broker's share exceed the commission stated herein.

6. The following personal property is included in the stated price: \_\_\_\_\_  
\_\_\_\_\_

7. Seller authorizes Broker, by initials in the appropriate space, to:

- |  |   |
|--|---|
| A. place property with the Multiple Listing Service.           | Yes _____/_____/_____ No _____/_____/_____ NA _____/_____/_____ |
| B. place a "For Sale" sign on property.                        | Yes _____/_____/_____ No _____/_____/_____ NA _____/_____/_____ |
| C. install a lockbox on the property.                          | Yes _____/_____/_____ No _____/_____/_____ NA _____/_____/_____ |
| D. request mortgagee to release information to Broker.         | Yes _____/_____/_____ No _____/_____/_____ NA _____/_____/_____ |
| E. request utility companies to release information to Broker. | Yes _____/_____/_____ No _____/_____/_____ NA _____/_____/_____ |
| F. advertise by computerized media.                            | Yes _____/_____/_____ No _____/_____/_____ NA _____/_____/_____ |

8. This property is offered for sale regardless of sex, race, color, national origin, religion, creed, disability, or familial status.

9. Seller(s) shall complete and submit a property condition disclosure statement as required by SDCL 43-4-38 with this listing agreement.

10. Seller(s) shall complete and submit a lead-based paint disclosure if property is residential and built prior to 1978 as required by federal regulation.

Receipt of a copy of this contract by the seller has been acknowledged.

Seller \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_ Seller \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Broker \_\_\_\_\_ By \_\_\_\_\_