



## EXCLUSIVE AGENCY LISTING AGREEMENT

This exclusive agency listing agreement is made on \_\_\_\_\_, 20\_\_\_\_,  
between Valu-net Realty, referred to in this agreement as *Broker*, and

Owner(s) Name(s): \_\_\_\_\_

Owner address: \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_ Zip \_\_\_\_\_

Owner phone: \_\_\_\_\_

Owner fax: \_\_\_\_\_

Owner e-mail: \_\_\_\_\_

referred to in this agreement as *Owner*. For and in consideration of services to be performed by Broker, Owner employs Broker to exclusively list for sale a certain parcel or real property known as:

Property Address: \_\_\_\_\_

Property County: \_\_\_\_\_

Property City: \_\_\_\_\_ ST \_\_\_ Zip \_\_\_\_\_

Legal Description: \_\_\_\_\_

referred to in this agreement as *Property*, subject to the following terms and conditions:

The rights and obligations created by this agreement shall terminate at midnight on \_\_\_\_\_, 20\_\_\_\_. If Owner and a purchaser represented by a licensed real estate broker sign a purchase agreement with a closing date that will take place after the term of this contract, then this contract shall automatically be extended to coincide with the closing date. Owner warrants that no other listing contract is now in force with any other broker.

The listing price shall be \_\_\_\_\_. It is the Owner's sole responsibility to determine the price at which the property will be offered for sale. Owner represents that the Owner is not delinquent on any loans which could constitute a lien on the Property and the total loans affecting the Property do not exceed the list price and costs of sale. Owner further represents that Owner has the capacity to convey the Property by a general Warranty Deed or by \_\_\_\_\_.

The above list price includes the Property and all improvements and fixtures permanently installed and affixed thereto, except:

\_\_\_\_\_

Items of personal property included with the sale include: \_\_\_\_\_

\_\_\_\_\_

**FEES**

Owner shall pay Broker a flat fee of \_\_\_\_\_ in accordance with the terms and conditions of this agreement. This fee represents the total of all of the following selected listing associated services:

<u>SELECT</u>	<u>DESCRIPTION</u>	<u>FEE</u>
<input type="checkbox"/>	Basic listing (90 days) includes up to 6 photographs, basic sign Virtual tour	\$169.00
<input type="checkbox"/>	Standard listing (6 months) includes up to 20 photographs, Virtual tour, basic sign, brochure box & 25 brochures	\$299.00
<input type="checkbox"/>	Additional pictures (beyond basic 6)	\$5.00ea.
<input type="checkbox"/>	For Sale sign (By Owner) deluxe	\$35.00
<input type="checkbox"/>	Brochure box	\$20.00
<input type="checkbox"/>	Twenty five (25) color brochures	\$20.00

Owner further agrees to pay Broker at time of service (except where noted) for any of the following services that Owner orders from Broker:

<u>DESCRIPTION</u>	<u>FEE</u>
Property Showing (when Limited Agency not granted)	\$100.00
Open House hosting (when Limited Agency not granted)	\$150.00
Advertising (Homefinder, newspaper, etc.)	cost + 10%
Seller Representation - Review, consult, negotiate, and produce all offers, counteroffers, Purchase agreements, addendums, responses to inspections, ensuring all contingencies are completed or waived, etc., ordering of title insurance, home owner warranty, repair estimates, etc.; escrowing of earnest money deposits;	\$500.00

scheduling closing and insuring all prep work is ready prior to closing; attend closing (this service is paid for at closing).  
Owner further agrees to pay a commission of \_\_\_\_\_% of sale price and/or a flat fee of \$\_\_\_\_\_ to any licensed real estate broker who procures a purchaser for said Property. This commission/fee will be payable at closing.

Owner also agrees that if Property is sold, granted, leased, transferred, optioned, etc., to any purchaser presented by a licensed real estate broker during the term of this agreement or within a 3 month period of the cancellation or expiration of this agreement, the Owner is obligated to pay said broker commission and/or flat fee. If Owner has entered into a listing contract with another licensee after cancellation or expiration of this agreement then the provisions of this paragraph no longer apply.

If any cooperating licensed real estate broker or agent procures a purchaser for said Property then Owner also agrees to pay Broker a flat fee of \$500 which will be payable at closing for providing Seller Representation services (these are minimum services required by Indiana state law when your property is sold by a broker). If Owner permits limited or "dual" agency and a Valu-net REALTOR® procures a purchaser for said Property then these fees shall be waived.

Owner may sell the Property to a purchaser who is not represented by a real estate broker/agent. If purchaser was not presented by any licensed real estate broker/agent during the term of this agreement or within 3 months of the cancellation or expiration of this agreement, then owner is **NOT** obligated to pay any of said commissions or fees in either of the two preceding paragraphs.

### **DUTIES AND RESPONSIBILITIES**

Owner shall provide Broker with all pertinent information requested on the provided forms and/or allow Broker access to Property to identify information needed. Owner acknowledges that all information provided by Owner is true and accurate to the best of Owner's knowledge. Owner is responsible for any discrepancies or inaccuracies in the listing input into the multiple listing service (MLS) for information supplied by Owner. Broker is not responsible for the information provided by Owner. Any and all changes to listing information must be submitted in writing.

Owner shall cooperate fully with Broker and authorizes Broker, cooperating brokers, buyer brokers, Broker's assistants, contractors, inspectors, appraisers, and others reasonable access to property. Owner acknowledges that Buyer or Buyer Brokers may take photos, videos and/or other electronic images of Property. Owner agrees to provide Broker with key(s) necessary to access Property. Owner authorizes Broker to make duplicate keys.

Owner agrees not to rent or lease the Property during the term of this agreement without written notification to Broker.

Owner grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify, and reproduce all of the content of this agreement, including but not limited to, price and terms of financing on a closed sale, photographs, drawings, written descriptions, narratives, and motion pictures obtained or produced by Broker and Broker's agents pursuant to this agreement to members of the Indiana Association of REALTORS<sup>®</sup>, Inc., to other brokers upon request and to a MLS, internet or other advertising media. Owner agrees that Broker shall own all rights, title and interest, including but not limited to, any copyright in Property images taken by Broker's photographers or agents.

Owner authorizes its utility companies to divulge all utility information to Broker and to provide copies of utility statements, if requested. Owner's utility companies are as follows: \_\_\_\_\_  
\_\_\_\_\_

Owner authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the note and mortgage, if requested. Owner's lending institution is \_\_\_\_\_ and the mortgage loan number is \_\_\_\_\_.

Owner agrees to negotiate with any buyers who are represented by a buyer's broker through Broker only.

Owner has the duty to notify Broker via fax, e-mail, or overnight express mail, of the acceptance of any offer on Property through Owner's procurement of purchaser within 24 hours of such acceptance. A signed copy of Sales Contract/Purchase Agreement must be included with this notification to ensure Broker is able to comply with multiple listing service (MLS) regulations. Should Broker be fined by the MLS as a result of Owner's failure to provide timely notice of any change in status of Property, Owner shall be fully responsible for such fine plus a handling fee. All fines and handling fees shall be due and immediately payable when assessed.

Owner must comply with all the laws, regulations, statutes, ordinances, etc., pertaining to the sale of Property.

Broker shall disseminate and enter all information provided by Owner and/or gathered by Broker for the Property and list it with the local REALTOR<sup>®</sup> MLS, REALTOR.com, and any other participating real estate internet web sites during the entire term of this agreement.

Broker will comply with all the rules and regulations established by the local MLS and all the laws relating to the sale of real estate by the state of Indiana.

Broker is under no obligation to procure a purchaser for Owner's Property.

Broker is not charged with the custody of the property, nor its contents therein, nor the responsibility of its management, maintenance, upkeep, repair or condition.

Broker shall hold, without interest, all earnest money deposits received from purchaser's brokers. Owner may choose to have Broker hold earnest money deposits by purchaser that Owner procures (for the applicable fee).

### **FAIR HOUSING**

Owner understands it is illegal for either Owner or real estate brokers to refuse to sell to or discriminate against any person because of the person's race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, familial status or handicap as those terms are defined in either the Indiana Human Rights Act or any other applicable federal, state, county, or local ordinance.

### **PROPERTY DISCLOSURE**

Owner acknowledges that there are or may be certain obligations to disclose defects in the Property as required by law. Owner acknowledges that the information on the Seller's Residential Real Estate Disclosure Form (if applicable) and the Lead-Based Paint Disclosure Form (if applicable) is true and correct. Broker does not in any way guarantee the accuracy or completeness of these forms. Owner agrees to indemnify, actively defend and hold Broker and its agents harmless from any damages, loss, liability and expenses including attorney fees and costs, arising from the incorrect information or failure to supply material information regarding the Property, including but not limited to the condition of appliances, heating, plumbing, electrical, sewage, major defects in structure, mold, and/or other environmental conditions or hazards, location of property lines, public and private restrictions on the use of the Property, any loss or liability in conjunction with this agreement or with Broker or other licensees showing the Property including, but not limited to, injuries suffered by other licensees or prospective buyers.

### **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE**

Owner acknowledges that Broker, Buyer's Broker, and all salespersons associated with Brokers are NOT experts and have NO special training, knowledge, or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold, and other biological contaminants which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness,

including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children, and/or the elderly. Owner agrees to accept all risks for Environmental Contaminants and to consult with appropriate experts for any Environmental Concerns with Property. Owner further releases and holds harmless all Brokers, their companies and sales associates from any and all liability, including attorney fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting Property, including Environmental Contaminants. This release shall survive the closing.

#### **FOR SALE SIGNS**

Owner  **does**  **does not** authorize Broker to place a for sale sign identifying Broker's firm as agency authorized to sell Owner's Property.

If authorized, Broker will place signs in an appropriately situated manner compliant with local rules regarding sign placement. Broker will remove sign(s) within one week of closing or expiration or cancellation of this agreement. Any appropriate fee must be paid in full prior to sign placement.

#### **LOCK BOX**

In order to facilitate access to the Property, a lockbox installation  is  is not authorized by Owner, subject to the following acknowledgements/conditions:

The appropriate fee is due and payable immediately with this agreement.

Owner will safeguard valuables. Owner accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of property. Owner further acknowledges that Broker is not an insurer of Owner's real estate and personal property and waives claims against Broker and Broker's authorized persons for loss/or damage. Owner further agrees to indemnify and hold harmless Broker and all authorized persons from claims by third parties from loss and/or damage.

Owner instructs Broker to make reasonable efforts to notify Owner of showing requests. If Owner cannot be contacted to schedule a showing, Owner  **wants**  **does not want** Broker to use the lockbox/key for access to property. Where a tenant/lessee occupies the Property, it is the Owner's full responsibility to obtain tenant/lessee consent to allow the use of a lockbox.

#### **AGENCY DISCLOSURES**

Owner acknowledges receipt of a copy of the written office policy relating to agency.

Indiana Code 25-34.1-10-9.5 provides that a licensee (Broker) has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer without compensation. Licensee (Broker) represents the interests of the Owner as Owner's agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accountability disclosure to the Owner. However, licensee must deal honestly with a buyer to disclose to the buyer information about the Property. All representations made by Licensee (Broker) about the Property are made as the agent of the Owner.

Owner is advised that the Property may be sold with the assistance of other Licensees working as buyer broker/agents and Broker's company policy is to cooperate with buyer's agents. Buyer agents are Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accountability, and disclosure to buyers. All representations made by buyer agents about the Property are not made as the agent of the Owner.

#### LIMITED AGENCY

With authorization from both the Owner and the Buyer, Broker and any Broker agents may represent a Buyer as a buyer agent. If such a Buyer wishes to see or inquires about the Property, Broker (or Broker agent) has agency duties to both Owner and Buyer, and those duties may be different or even adverse. If limited agency arises, Broker **shall not disclose** the following without informed consent, in writing, of both Owner and Buyer:

- any material or confidential information, except adverse material facts or risks actually known by Broker concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- that a Buyer will pay more than the offered purchase price for the Property.
- that Owner will accept less than the listed price for the Property.
- other terms that would create a contractual advantage for one party over another party.
- what motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among other Licensees employed by Broker.

Owner acknowledges that Limited Agency has been read and understood. Owner understands that Owner does not have to consent to Broker or Broker's agents acting as limited agents.

Owner  **consents** to Broker or Broker's agents acting as limited agents with prospective Buyers. All inquiries about Property to Broker will be answered by Broker without charge to Owner. If Broker or Broker's agent procures purchaser then Owner's fee to Broker at closing will be waived.

Owner  **does not consent** to Broker or Broker agents acting as limited agents with prospective Buyers. Unless otherwise directed, Owner understands that all inquiries to Owner's Property from unrepresented buyers will be directed to Owner.

### **DISPUTES AND ARBITRATION**

In the event of a dispute between Broker and Owner arising out of this agreement or either party's duties or obligations hereunder, the parties agree to submit the dispute to arbitration according to the rules of the American Arbitration Association. In the event an award is entered against Broker, it is hereby agreed that Broker shall only be liable for damages up to the total fee paid by Owner. The prevailing party shall also be entitled to recover costs including reasonable attorney fees.

In the event Broker is taken to arbitration or sued by any Licensed real estate broker claiming a commission as the procuring broker for Owner's Property, Owner shall pay Broker the amount of any settlement plus all costs and attorney's fees within five business days.

### **ADDITIONAL PROVISIONS**

Owner understands the terms of this Listing Contract/agreement and has received a copy.

Owner and Broker agree that this contract contains the entire agreement between them and cannot be changed except by their written consent.

Owner and Broker agree that this agreement is binding upon them, their heirs, administrators, executors, successors and assigns.

Owner acknowledges that there are homeowner's association fees and/or assessments in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_, which have been paid by Owner through \_\_\_\_\_.

Owner and Broker agree that this contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Both parties agree that this contract may be transmitted between them electronically or digitally. Both parties intend that



electron-ically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

Broker may refer Owner to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors, and home warranty companies. Broker does not guarantee the performance of any service provider. Owner is free to select providers other than those referred or recommended to Owner by Broker.

Owner consents to receive communications from Broker via telephone, U.S.mail, e-mail, and facsimile at the numbers/addresses provided to Broker unless Owner notifies Broker in writing to the contrary.

**PAYMENTS**

Payments for all fees and/or fines are due and payable at time of service except for those previously identified. Owner agrees to make immediate payment for these fees and/or fines when they are incurred. Owner agrees that all amounts due to Broker that remain unpaid will become a lien on the purchase money received by Owner, and Broker shall have a lien on the funds and a lien on the Property until paid in full.

**FURTHER CONDITIONS**

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<b>Salesperson/Agent</b>	<b>Date</b>	<b>Owner's signature</b>	<b>Date</b>
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<b>License Number</b>	<b>Printed</b>
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<b>Broker/Owner Valu-net Realty</b>	<b>Date</b>	<b>Owner's signature</b>	<b>Date</b>
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<b>License Number</b>	<b>Printed</b>
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