

Authorization and Exclusive Right To Sell Agreement

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1) **Exclusive Right to Sell:** Seller hereby employs and grants _____ (name of brokerage company) hereinafter called "Broker", and Broker's designated Licensee _____ (Licensee) the sole, exclusive and irrevocable right commencing on _____ (date) and expiring at midnight on _____ (date) to sell or exchange the real property situated in: _____ (city or area) _____ (zip), in the _____ Recording District, State of Alaska, described as:

_____ (Address)
 _____ (Legal) (The Property).

Seller hereby: (check one)

- a- authorizes Broker to commence with marketing, showing, and publication of the property data in the AK MLS database.
- b- authorizes Broker to delay marketing, showing, and publication of the property data in the AK MLS database until _____ (date). The purpose of the delay is to enable Seller to _____
- c- requests the Property data not be placed in the AK MLS database, but authorizes Broker to commence marketing and showing of the Property.

If option b or c is selected, Broker must secure signatures below and forward agreement to AK MLS:

Broker is a Subscriber of AK MLS, a statewide marketing system in which Brokers share property data, thereby increasing the opportunity for sale or purchase by consumers. As such, Broker is REQUIRED to submit property data to AK MLS within three (3) business days of Seller's signature on a listing agreement. Broker is not permitted to solicit or encourage Seller to refuse to allow the property data to be submitted to AK MLS.

Seller(s) Signature: _____ Date: _____

Broker Signature: _____ Date: _____

2) **Licensee Relationships:** Licensee will only represent the Seller unless Seller has executed the "Waiver of Right to be Represented" (WRTR). In the event the Licensee represents a Buyer interested in the Property, Seller authorizes Licensee to act in the following capacity: (check one)

- a- Seller has signed the **Alaska Real Estate Commission Consumer Pamphlet**, and has executed the WRTR (form attached) and hereby preauthorizes Licensee to act as a neutral licensee for both Seller and any Buyer. Seller authorizes the Licensee to show the Property to Buyers who are represented by the Licensee.
- b- Seller has signed the **Alaska Real Estate Commission Consumer Pamphlet**, but has not executed the WRTR form and does not preauthorize the Licensee to act as a neutral licensee. Seller understands that the Licensee **will not show** the Property to any Buyer who is represented by the Licensee.

3) **Terms:** The listing price shall be _____ Dollars (\$ _____), payable in cash or other terms acceptable to Seller. Broker is authorized to accept and hold earnest money deposits on behalf of Seller and prospective Buyer.

4) **Title Insurance/Prorations:** Seller warrants that Seller has the right to sell the Property on the terms herein provided, and agrees to furnish and pay for a policy of title insurance showing marketable title to the Property. Seller agrees that interest on loans being assumed, taxes, rents and/or insurance will be prorated to the date of recording unless otherwise agreed in the Purchase and Sale Agreement.

5) **Compensation to Broker:** Seller agrees to compensate Broker a total of ____% of the sale price or (\$ _____) (of which Cooperating Broker is to be paid ____% or \$ _____ of sale price) and to pay any applicable sales tax to the appropriate taxing authority not later than date of recording, when:

- a) Broker procures a Buyer under the terms of this Agreement or other terms acceptable to Seller.
- b) The Property is sold or transferred by Seller to a Buyer placed under contract during the term of this Agreement or any extension hereof.
- c) The Property is sold or transferred within _____ days after expiration or termination of this Agreement to anyone who was shown the Property through the marketing efforts of the Broker during the term of this Agreement, provided the Property is not sold or transferred through another Subscriber of AK MLS.

If Property is withdrawn from sale, or leased, or rented without the consent of the Broker, or made unmarketable by Seller's voluntary act during the term of this Agreement, Seller agrees to compensate Broker as above, unless otherwise stated as follows: _____

Authorization and Exclusive Right To Sell Agreement Regarding Property Described As:

Address: _____

Legal (the Property): _____



This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59

6) Disclosure of Referral Fees or Other Compensation Paid by Broker: Alaska law 12AAC64.940 requires written disclosure to the Broker's Principal (Seller) of any rebate, compensation, or fee paid to another Broker in connection with this transaction when the listing contract is signed and again at close of escrow.

The following fee(s) will be paid based on the compensation received by the Listing Broker for the Listing Side of the Sale:

Name of Referral Company, Relocation Company, etc. \$ _____ %
Amount or Percentage of Fee

Name of Referral Company, Relocation Company, etc. \$ _____ %
Amount or Percentage of Fee

7) Information: Seller authorizes:

- a) all mortgage and lien-holders to provide Broker information concerning the Property including, but not limited to: current and past loan balances and interest charges; reserve accounts; insurance; and taxes.
- b) Broker to release all information Broker has or acquires concerning the Property to AK MLS, financing institutions, appraisers and other real estate organizations and to prospective Buyers and Sellers.
- c) Broker to use the information to market Seller's property through advertising venues of Broker's choice, including the Internet. Broker assumes no liability for errors, omissions or inaccuracy of information on third party Internet sites.

8) Alaska Multiple Listing Service (AK MLS): Broker is a Subscriber of AK MLS and Broker's use of AK MLS systems is subject to the duties imposed on Broker by the rules and regulations of AK MLS. It is understood i) AK MLS is not a party to this agreement and its sole function is to disseminate, without verification, for its Subscribers, descriptive information on the Property as set forth on the Property data input sheet corresponding to this Agreement. AK MLS assumes no responsibility or liability to the Seller for errors or omissions on the input sheet or in the AK MLS System; ii) Seller authorizes Broker to pay part of the brokerage fee to a cooperating Broker, even if the cooperating Broker represents the Buyer; iii) Seller hereby assigns to AK MLS all copyright and other right, title and interest in and to all photographs, drawings, pictures, description, and other data and content regarding the Property, and hereby authorizes AK MLS to arrange, publish and republish, in any format or medium whatsoever, all such material for an indefinite period without compensation; iv) Broker is required to promptly provide information to AK MLS about any change in status or price of Seller's property; v) If Seller's property is sold, Broker must report to AK MLS the price and terms of the sale, inclusive of Non-MLS listings; vi) AK MLS will not permit data about the Seller's listing to be deleted from AK MLS's systems in order to conceal any information, including information that the Property was listed for a period of time by another Broker or Brokers; vii) Neither Seller nor any prospective Buyer of the Property can alter Broker's obligation to report all information to AK MLS; viii) AK MLS may display photographs and data regarding the Property on various websites as determined from time to time by Broker or AK MLS and may include data regarding the Property in various statistical reports and information products, without compensation to Seller (such authority shall survive expiration or termination of this Agreement.)

9) Sign and Lockbox: Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property. Broker is authorized to install a key safe on the Property for the use of AK MLS Subscribers. Neither Broker, AK MLS, nor any Subscribers of AK MLS shall incur any liability for loss, theft or damage of any nature or kind whatsoever to the Property and/or to any personal property therein.

10) Property Maintenance: During the term of this Agreement, unless stated otherwise in a separate agreement between Listing Broker and Seller, Seller acknowledges:

- a) Seller is solely responsible for the Property and its components, vacant or otherwise;
- b) Listing Broker assumes no liability for maintaining the condition of the property or providing security to the property; and
- c) Seller has been advised to take steps to insure the maintenance, security, and upkeep of the property.

11) Disclosure: Seller agrees to provide a written disclosure statement (State of Alaska Residential Real Property Transfer Disclosure Statement, etc.) concerning the condition of the Property and agrees to save and hold Broker harmless from all claims, disputes, litigation and/or judgments arising from any incorrect information supplied by Seller, or from any material fact known by Seller which Seller fails to disclose.

12) Tax Withholding: Seller warrants they are U.S. citizens, permanent residents or otherwise exempt from the requirements of FIRPTA (Internal Revenue Code 1445) that requires payment of part of the sale proceeds to the IRS.

13) Equal Housing Opportunity: The Property is offered in compliance with federal, state, and local anti-discrimination laws.

Authorization and Exclusive Right To Sell Agreement Regarding Property Described As:

Address: _____

Legal (the Property): _____



This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

14) Attorney's Fees: In any action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

15) Mediation: If a dispute arises, relating to this Agreement, between the parties and is not resolved prior to or after expiration of this agreement, the parties shall first proceed in good faith to submit the matter to mediation. Costs to be shared by mutual agreement between the parties. Unless otherwise agreed in mediation, the parties retain their rights to proceed to arbitration or litigation.

16) Addenda: REO Short Sale Relo Other _____

17) Other Terms:

Receipt: Seller has read this Agreement and understands that this is a legally binding contract, and has been advised to seek independent legal and/or tax counsel. Seller acknowledges they have received a copy of this agreement and the attached property data input sheets this _____(date).

Seller Signature(s)	E-mail Address	Office Ph(s) Home Ph(s)	Cell Ph(s) Fax Ph(s)
1: _____	_____	_____ _____	_____ _____
2: _____	_____	_____ _____	_____ _____
3: _____	_____	_____ _____	_____ _____

Mail Address _____

Physical Address _____

Broker/Licensee(s) agrees to use reasonable efforts to procure a Buyer.

by Broker/Licensee(s) _____

Date: _____