

Additional Inclusions (Not previously checked):

Additional Exclusions (Not previously checked) :

4. **LEASE CONDITION.** Is Property sold subject to any existing lease/rental agreements? Yes No

5. **LISTED PRICE.** The listed price of the property is: \$ _____ unless modified in writing by Seller.

6. **POSSESSION.** Possession is to be conveyed at time of settlement or on such other date agreed to by Seller and Buyer.

7. **TERMINATION.** This Agreement will expire at 11:59pm _____ Broker shall not be obligated to continue to market the property after an offer has been accepted by the Seller. In the event an agreement of sale is ratified during the term of this Exclusive Right To Sell Listing Agreement which subsequently becomes null and void prior to the termination date herein, the Broker shall continue to market the property for the duration of this Agreement and any extension thereof. Should any agreement of sale ratified during the term of this Exclusive Right to Sell Listing Agreement not settle until after the Termination date herein, any Brokerage Fee due Broker under this Listing Agreement shall remain due to Broker no later than the date of final settlement.

8. **CANCELLATION.** Either party may cancel this Agreement upon _____ days written notice after _____ days from effective date.

9. **BROKERAGE FEE.** Seller agrees to pay Broker a commission of _____ (% of the selling price and/or \$) for services rendered, if, during the term of this Agreement (or extension): (1) Broker produces Buyer ready, willing and able to purchase subject property at the listed price/terms contained in this Agreement or other price/terms acceptable to Seller; or (2) subject property is sold or exchanged by any other Broker or person whomsoever including Seller. The Brokerage Fee will also be due Broker in the event subject property is sold, conveyed, or otherwise transferred by Seller within _____ days after termination of this Agreement to a Buyer introduced to subject property by Broker or other cooperating Broker during the term of this Agreement. (This provision does **NOT APPLY** in the event subject property is listed with another Broker at time of sale).

10. **CO-OPERATION.** Broker is authorized to offer cooperation and compensation from Brokerage fee to other Brokers as a Buyer(s) Agent with the Broker/Agent representing the Buyer of the property. Broker is is not authorized to offer cooperation and compensation to other Brokers as subagents. Compensation to other Brokers: _____ (% of the selling price and/or \$)

11. **EXCLUSIVE RIGHT TO SELL.** During the term of this Agreement, or any extension(s) thereof, Seller agrees not to sell or negotiate for the sale of subject property except through Broker designated herein, nor give any other Broker, firm, or person authorization to sell or negotiate for the sale of subject property.

12. **DISBURSEMENT OF DEPOSITS.** The Seller acknowledges and agrees that deposit monies held on account by Broker shall only be disbursed under one of the following conditions:

- A. Upon final settlement hereunder; OR
- B. Upon a release being signed by all parties to the transaction authorizing disposition of these funds; OR
- C. Upon the filing of an interpleader action in the proper court, thereby causing these funds to be deposited with the court; OR
- D. At such time as one of the parties to the transaction files suit and the court orders the disbursement of these funds.

Seller agrees that upon payment of deposit monies into court, Seller shall have no further right, claim, demand or action against Broker regarding the return or disposition of the deposit monies and shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of a dispute, and after no less than fifteen (15) days advance notice delivered by certified mail to the parties of the disputed transaction at the addresses identified in the Agreement of Sale, should Broker elect to file an action of interpleader as herein provided, Seller further agrees and hereby expressly and irrevocably authorizes Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of Five Hundred Dollars (\$500) or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Seller further agrees and expressly declares that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Seller agrees to jointly with Buyer reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

13. SELLER REPRESENTATION.

- A. Seller warrants that the information in this Agreement is true and correct to the best of Seller's knowledge and belief, and may be used as a basis for presenting the Property to prospective Buyers.
- B. Seller shall indemnify and hold Broker harmless from any claim, damages, judgment, and costs, expressly including reasonable attorney fees, arising out of or from any occurrence incident to any mistake, exaggeration, omission, inaccuracy of said information, or escrow dispute, including any omission or inaccuracy on applicable disclosure documents.
- C. Seller hereby agrees to conduct all negotiations pertaining to the sale of the Property through the Broker and cooperate with the Broker fully in the Broker's efforts to sell the Property.
- D. Seller further understands and agrees that Seller, and not the Broker, is responsible for the care and physical condition of the Property, its management, maintenance, and repair.
- E. Seller acknowledges reading and signing the Consumer Information Statement of the Delaware Real Estate Commission.

14. SELLER OBLIGATIONS.

- A. Seller will convey to Buyer a good, marketable, fee simple title by deed of special warranty, or assignment of Leasehold estate and/or title to manufactured home, as applicable, free and clear of encroachments that would be shown by a survey, liens, and encumbrances of record, but subject to all existing easements and restrictions of record.
- B. Seller agrees to execute any agreement, deed, leasehold interest assignment or other document(s) necessary to fulfill this Agreement. As appropriate, such documents will contain covenants of warranty conveying good and marketable title to Buyer. Evidence of marketable title may be in the form of a Policy of Title Insurance obtained at expense of Buyer. In the event a title examination discloses title is imperfect and marketable title cannot be delivered by Seller within a reasonable time, Broker will nevertheless be entitled to the full agreed commission provided herein.
- C. Seller agrees to furnish Broker such documents as necessary and reasonable to bring about the sale of subject property, such as, but not limited to: proof of ownership, tax records, property income/expense records, existing rental/lease agreements, any current well &/or septic inspection reports, and similar documents, and authorizes the Broker to give this information to prospective Buyers.
- D. Taxes, special assessments, water, sewer, and other public charges, ground rent, condominium fees, rental monies, fuel, public utility charges and other fixed charges are to be prorated as of date of settlement unless otherwise designated herein. Seller acknowledges realty transfer tax obligation as applicable.
- C. Seller grants Broker permission to use a house key and/or a keyed combination, or electronic lockbox for the purpose of entering and exiting the Property for showings and inspections.
- D. Seller agrees to refer to Broker all inquiries of Brokers, Agents or others expressing interest in Seller's property.
- E. If applicable, Seller warrants to Broker and all potential Buyers that all known defects contained in the Property have been fully, accurately, and truthfully disclosed in writing to the best knowledge of the Seller on any Sellers Disclosure of Real Property Condition Report, Radon Disclosure Form, Lead Based Paint Disclosure, or any other applicable disclosure forms, and that no defects have been communicated to the Broker by Seller, either verbally or in writing, that are not contained on those forms. Broker is authorized to convey the aforementioned disclosures to prospective Buyer.
- F. Sale may be contingent on Buyer obtaining mortgage financing which may be contingent upon inspections and/or appraisals required by the lender. In this event, Seller agrees to permit access to the Property at reasonable times for such purpose and will insure that all utilities are on for all inspections until time of settlement.

15. SELLER ACKNOWLEDGMENT.

- A. Seller recognizes that persons not under the control of Broker, such as other Brokers, other Broker's Salespersons, prospective Buyers and experts retained by prospective Buyers may come into Seller's house and property without Broker's supervision through the use of a lockbox and/or key. Seller is cautioned to safeguard their valuable possessions so as to avoid theft or damage. Broker will in no way be responsible for any injury to prospective Buyers, inspectors or appraisers that occur on the Property or any loss or damage to Seller's Property.
- B. Seller agrees to indemnify and hold harmless Broker, Broker's salespersons, Cooperating Brokers, their associated Salespersons, the State or local Associations of REALTORS®, and experts retained by a Buyer or prospective Buyer, from and against any and all claims or damages, including their reasonable attorney's fees and costs, arising out of the use of a lockbox and/or key, including but not limited to, claims for loss of property or for injury to persons or property. Seller shall maintain fire and liability insurance until the time of settlement. Seller agrees that Broker is not responsible for fire, vandalism, theft, damage or destruction of any nature caused by others during the term of this Agreement.
- C. Seller hereby acknowledges that the listing Agent may take interior and exterior photographs, prepare virtual tours, and/or use other media for the purpose of advertising the property, including multiple listing services and the internet. Under certain circumstances, a Buyer accompanied by an Agent may record images of the property for purposes of facilitating a sale. Broker cannot control unauthorized use of digital or social media.
- D. Seller authorizes Broker to show the property to prospective Buyers and to place a "for sale" sign on the property. Once the property is under an Agreement of Sale, Broker may display a "sale pending/sold" sign on property until date of final settlement. All signs will be removed upon termination of this Agreement.

16. BROKER AUTHORIZATION.

- A. Broker is authorized to accept and hold in escrow a deposit to apply towards purchase price. In the event the deposit is forfeited, one-half will be paid to Seller and one-half paid to Broker as compensation, provided Broker's share does not exceed agreed commission amount.
- B. All advertising, which may include, but is not limited to, magazines, newspapers, internet, signs, and other promotional vehicles, deemed advisable by Broker, is hereby authorized by Seller, and unless otherwise specified, shall be paid by Broker.

C. Broker is authorized to submit the property and related documents to any Multiple Listing Service in which Broker is a participant. Broker is authorized to report that the property is under contract when Owner enters into an agreement of sale and to report all sales information including the sale price and terms with the understanding that the sale price and terms will not be published before settlement.

D. When submitting the property to any Multiple Listing Service, Broker shall disseminate property information in conformity with the Seller's instructions below. The Seller may elect to Opt Out of any of the following provisions by checking NO in the corresponding box:

- a. Yes No The Seller authorizes the listed property to be displayed on the Internet.
- b. Yes No The Seller authorizes the numerical address of the listed property to be displayed on the Internet.
- c. Yes No The Seller authorizes the automated valuation of the listed property.
- d. Yes No The Seller authorizes the blogging features associated with the listed property.

Seller understands and acknowledges that if they answer NO to question (a) above, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches. Seller further understands and acknowledges that certain data may be made available on the internet through other sources which the Broker and local MLS cannot control.

E. Broker is authorized to obtain descriptive and factual information from Seller about Property and to update such information as warranted.

F. In addition the Broker will:

- a. Receive delivery of, and present, offers and counteroffers.
- b. Assist the Seller in developing, communicating, negotiating and presenting offers, counteroffers and notices relating to offers and counteroffers.
- c. Answer Seller's questions relating to offers, counteroffers, notices, negotiations and contingencies.

G. Seller is advised that prospective Buyers or cooperating Brokers may inquire of Broker or Broker's Agents as to whether existing written offer(s) have been received for the purchase of the Property. The disclosure of the existence of written offer(s) could be either beneficial or detrimental to Seller. Such disclosure could result in the interested Buyer making the highest and best offer as promptly as possible, or, such disclosure could result in the interested Buyer electing not to make an offer, therefore, check only one box below;

- a. Seller does authorize the Broker or Broker's Agents to disclose the existence of other written offers in response to inquiries from prospective Buyers or cooperating Brokers.
- b. Seller does NOT authorize the Broker or Broker's Agents to disclose the existence of other written offers in response to inquiries from prospective Buyers or cooperating Brokers.
- c. Seller will authorize Broker or Broker's Agent at the time a written offer is presented to seller as to how to proceed with the distribution of appropriate information related to the offer(s) upon inquiries from prospective Buyers or cooperating Brokers.

17. FAIR HOUSING. All Parties agree to comply with all Fair Housing and Civil Rights laws in the purchase and sale of the Property and further agree specifically not to discriminate against any person because of RACE, COLOR, NATIONAL ORIGIN, RELIGION, CREED, SEX, MARITAL STATUS, FAMILIAL STATUS, AGE, SEXUAL ORIENTATION, GENDER IDENTITY, and/or HANDICAP/DISABILITY.

18. HEIRS AND ASSIGNS. This Agreement is binding upon the parties' respective heirs, personal representatives, successors and assigns.

19. ADDENDUMS. Any attached addendum(s) are only applicable if marked **YES** or checked. **NO** or a blank means Seller is waiving the opportunity to include the contingency or clause. If language in this Agreement and Addendum(s) are in conflict, unless otherwise provided herein, then the addendum(s) will supersede this Agreement.

- Seller's Disclosure of Real Property Condition Report, unless exempt by State Law
- Lead Based Paint Disclosure Form, unless exempt by Federal Law
- Radon Disclosure Form, unless exempt by State law
- DUCIOA (Delaware Uniform Common Interest Ownership Act) Resale Certification Form
- Consumer Information Statement
- Septic Certification
- List of Lienholder(s)
- Other _____
- Other _____

20. HOMEOWNER'S WARRANTY. Seller is advised that a Homeowner's Warranty may be available. A Homeowner's Warranty is only part of this Agreement if Seller agrees to purchase a warranty. Seller is advised to request information about what is included in the warranty and what is excluded (for example, preexisting conditions) and the amount of the deductible.

21. SPECIAL TERMS.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire terms and provisions of this Exclusive Right to Sell Listing Agreement between Seller and Broker and may be used as a basis for presenting the property to prospective Buyer. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement shall survive execution and delivery of the Agreement of Sale and closing documents and shall not be merged therein. The singular forms "Seller" and "Buyer" are used in this Agreement solely as a convenience and is intended to include all parties who are Sellers and Buyers.

23. ACKNOWLEDGMENT. Seller acknowledges he/she has read, fully understands, and consents to this Exclusive Right to Sell Listing Agreement, and acknowledges receipt of a copy.

24. SELLER AUTHORITY. I/We hereby certify that I am/we are all the Seller(s) and am/are authorized to transfer the Property and hereby agree to the above terms, and that no other third party consent is necessary or has been omitted to execute this Agreement or convey the property and by signing below hereby agree to the above terms.

Seller		Date	20

Broker Acceptance Effective Date _____