

**LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)**



1 Date: _____
2
3 In consideration of services to be performed by _____
4 (Broker/Company, hereinafter referred to as "Broker") for _____
5 _____ ("Seller"),
6 Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property
7 known as _____ in _____ Township,
8 _____ County, _____, Indiana _____
9 (zip code) legally described as: _____
10 _____
11 _____ (the "Property").
12

13 This contract begins on _____, and expires at 11:59 P.M. _____
14 subject to the following terms and conditions:
15

16 List Price: \$ _____ Possession: _____
17 **Seller represents that Seller is is not delinquent on any loans which could constitute a lien on the Property and**
18 **the total loans affecting the Property do not exceed the list price and costs of sale. Seller is not a party to any**
19 **bankruptcy proceeding.** Also, Seller has the capacity to convey the Property by a general Warranty Deed or by
20 _____. Did the Seller acquire ownership of the property at a tax sale, Sheriff's sale, any
21 judicial sale, or mortgage foreclosure proceeding? Yes No
22

23 Terms of Sale: The Property may be sold for cash or any of the following methods indicated below:
24 _____ Conventional Mortgage _____ Conditional Sales Contract
25 _____ Insured Conventional Mortgage _____ FHA
26 _____ Assumption of Existing Mortgage Balance _____ VA
27 _____ Other _____

28 Seller agrees to pay costs associated with financing not to exceed _____.
29 Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and
30 affixed thereto, **except** _____
31 Items of Personal Property included in the sale: _____
32 _____
33 _____
34 _____
35

36 **(A) EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell, option, exchange or lease
37 listing, and Broker shall be entitled to the commission hereinafter established which shall be payable upon the occurrence of
38 any of the following events:
39

- 40 (1) at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person
41 during the term of this contract or any renewal or extension thereof,
- 42 (2) at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to
43 purchase, option, exchange or lease the Property for such price and terms as specified, or such other price or terms
44 as Seller may accept,
- 45 (3) at the time an agreement is entered into to sell, exchange, option or lease during the term of this contract or any
46 renewal or extension thereof, and ultimately completed after the termination of this contract,
- 47 (4) the Property is sold, optioned, leased, or exchanged by Seller or any other person within _____ days
48 after termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any
49 cooperating broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing
50 Contract terminates and the Property is listed exclusively with another licensed broker, or
51 (5) at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the
52 Property.
53

54 Any commission required to be paid under items (1), (3) and (4) above shall be due and payable at the closing of the transaction
55 when title to or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items
56 (2) and (5) above shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then
57 Broker shall be entitled to interest at the rate of _____ % per annum until commission is paid.
58

59 If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the
60 Property will not take place until after the term of this contract, then this contract shall automatically be extended to coincide with
61 the closing date or term of the lease.

62 (B) **BROKER'S COMMISSION.** The broker's commission charged by the listing Broker for services rendered, with respect to any
63 listing, is solely a matter of negotiation between Broker and Seller and is not fixed, controlled, suggested, recommended or
64 maintained by the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the MLS (if
65 applicable) or any person not a party to the contract. **SELLER HAS BEEN ADVISED OF BROKER'S COOPERATIVE**
66 **COMPENSATION POLICY.**

67
68 Seller shall pay in cash to Broker for services a total commission as follows:
69

- 70 1. _____ % of the selling/exchange price or option selling price, not less than \$ _____
71
72 2. In the event of a purchase option, the Seller agrees to compensate Broker _____ %
73 of the consideration paid for an Option to Purchase.
74 3. In the event of a lease, the Seller agrees to compensate Broker _____ %
75 of all amounts to be paid by a lessee to Seller over the term of the lease.
76 4. Other: _____
77 _____
78

79 (C) **COMMISSION IS LIEN; ATTORNEY FEES.** For purposes of this contract, the parties understand and agree that Broker's
80 commission is deemed to be a share of the purchase money received by Seller, and Broker shall have a lien on the funds and
81 a lien upon the Property until the commission is paid. If any action is filed in relation to this Listing Contract, the unsuccessful
82 party shall pay to the successful party a reasonable sum for the successful party's attorney's fees and court costs.
83

84 (D) **EARNEST MONEY.** Broker is authorized to accept earnest money or any part of the purchase price and hold it in an
85 escrow/trust account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker to keep
86 any earnest money deposits up to the amount the commission would have been if the sale was completed in payment for
87 Broker's expenses, services and advertising.
88

89 (E) **MLS INFO (IF APPLICABLE).** It is understood that the Broker may rely on the validity of the data pertaining to this Listing
90 Contract which has been provided by the Seller, and the Seller agrees that Broker may disclose the data to a multiple
91 listing service ("MLS"), Internet or any advertising media and that the Broker may furnish notice to a MLS or other provider
92 of all changes of information concerning the Property.
93

94 (F) **INFORMATION REGARDING PROPERTY.** Seller acknowledges that the information on the Listing Profile Sheet and Seller's
95 Residential Real Estate Sales Disclosure Form (if applicable) is true and correct, and that Seller is the owner of the Property
96 or is the authorized agent(s) of the true owner with complete and full authority to act on behalf of the owner(s). Seller further
97 warrants that no other listing contract is now in force with any other broker. The Seller(s) or authorized agent(s) agree to
98 indemnify, actively defend and hold Broker, Company and its agents harmless from any damages, loss, liability and expenses
99 including attorney fees and costs, arising from incorrect information or failure to supply material information regarding the
100 Property, including, but not limited to the condition of appliances, heating, plumbing, electrical, sewage, major defects in
101 structure, mold and/or other environmental conditions or hazards, location of property lines, public and private restrictions on
102 the use of the Property, any loss or liability in conjunction with this agreement or with Broker or other licensees showing the
103 Property including, but not limited to, injuries suffered by other licensees or prospective buyers.
104

105 (G) **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE.** Seller acknowledges that Listing Broker, Selling Broker and all
106 salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to
107 the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental
108 Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property
109 damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with
110 immune system problems, young children and/or the elderly.
111

112 **Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and releases**
113 **and holds harmless all Brokers, their companies and sales associates from any and all liability, including attorney's**
114 **fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency**
115 **affecting the Property, including Environmental Contaminants. This release shall survive the closing.**
116

117 (H) **AGENCY DISCLOSURES.**

- 118
119 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
120
121 2. **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is
122 representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary;
123 or (2) the Licensee is merely assisting the individual as a customer without compensation. Licensee(Broker)
124 represents the interests of the Seller as Seller's agent to sell the Property. Licensee owes duties of trust, loyalty,
125 confidentiality, accounting and disclosure to the Seller. However, Licensee must deal honestly with a buyer and
126 disclose to the buyer information about the Property. All representations made by Licensee about the Property are
127 made as the agent of the Seller.

(Property Address)

127 Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and
128 that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who
129 show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties
130 of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about
131 the Property are not made as the agent of the Seller.
132

- 133 **3. Limited Agency Authorization.** Licensee or the principal or managing broker may represent Buyer as a buyer agent.
134 If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties
135 may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.
136

137 If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both
138 Seller and Buyer:

- 139 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee
140 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be
141 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
142 (b) That a Buyer will pay more than the offered purchase price for the Property.
143 (c) That Seller will accept less than the listed price for the Property.
144 (d) Other terms that would create a contractual advantage for one party over another party.
145 (e) What motivates a party to buy or sell the Property.
146

147 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and
148 the limited agent or among Licensees.
149

150 Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not
151 have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives
152 any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role
153 of limited agent(s).
154

155 **(I) SELLER AUTHORIZATION AND COOPERATION.** Seller agrees to provide Broker with the required information necessary
156 for entry into a MLS, Internet or other advertising media, to include electronic media and the use of any exterior/interior
157 photos, if applicable. Seller will cooperate with Broker by permitting the Property to be shown at reasonable times and
158 authorizes Broker to place and remove "For Sale" and other signs on the Property.
159

- 160 1. Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors,
161 inspectors, appraisers and others reasonably necessary to market the Property to enter the Property. Seller
162 acknowledges that a buyer may enter the Property with contractors, inspectors or appraisers without being
163 accompanied by Broker. Buyer or Buyer's broker may take videos, photos and electronic images of the Property.
164 2. Seller will provide Broker with key(s) necessary to access the Property.
165 3. Seller authorizes Broker to have duplicate keys made.
166 4. Seller agrees not to rent or lease the Property during the term of this Listing Contract without written notification to
167 Broker.
168 5. Seller agrees that Broker may work with buyer brokers to assist in performing Broker's duties according to the
169 terms of this Listing Contract.
170 6. Seller grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify and reproduce
171 all of the content of this Listing Contract, including but not limited to, price and terms of financing on a closed sale,
172 photographs, drawings, written descriptions, narratives, and motion pictures obtained or produced by Broker and
173 Broker's agents pursuant to this Listing Contract to members of the Indiana Association of REALTORS®, Inc., to
174 other brokers upon request and to a MLS, Internet or any advertising media. Seller agrees that Broker shall own all
175 rights, title and interest, including but not limited to, any copyright in Property images taken by Broker's photographers
176 or agents.
177 7. Seller authorizes its utility companies to divulge all utility information to Broker and to provide copies of utility
178 statements, if requested. Seller's utility companies are as follows: _____
179
180 8. Seller authorizes its Homeowner's Association (HOA) to divulge all HOA information to Broker and to provide copies
181 of all HOA documents if requested.
182 9. Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the
183 note and mortgage, if requested. Seller's lending institution is _____
184 _____ and the mortgage loan number is _____.
185 If Seller's mortgage is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender
186 that the mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to
187 give this notice may result in a pre-payment penalty to be paid by Seller.
188 10. Seller does does not authorize Broker to disclose the existence of multiple offers to Buyer. If Seller has
189 authorized disclosure of the existence of offers on the Property, Broker shall also disclose, if asked, whether offers
190 were obtained by the listing licensee, another licensee in the listing firm or by a cooperating broker. (NOTE:
191 Disclosure of individual and company names is not necessary.)
192

193 **(J) LOCKBOX/KEY AUTHORIZATION/USE.** To facilitate access to the Property, a lockbox installation is is not
194 authorized, subject to the following acknowledgments/conditions:

- 195 1. Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the likelihood of
 196 injury, damage and/or loss of personal property.
 197 2. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives claims against
 198 Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to indemnify and hold harmless
 199 Broker and all authorized persons from claims by third parties from all loss and/or damage.
 200 3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be contacted
 201 to schedule a showing, Seller authorizes does not authorize Broker to access the Property.
 202 4. Where a tenant/lessee occupies the Property, it is Seller's sole responsibility to obtain tenant/lessee consent to allow
 203 the use of a lockbox/key and consent for Broker to access the property.
 204

205 **(K) FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race,
 206 color, national origin, religion, sex, familial status, and handicap.

207
 208 **(L) ADDITIONAL PROVISIONS.**

- 209
 210 1. Seller understands the terms of this Listing Contract and has received a copy.
 211 2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except
 212 by their written consent.
 213 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and
 214 assigns.
 215 4. Seller acknowledges receipt of an estimate of selling expenses.
 216 5. Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$ _____
 217 per _____, which have been paid by Seller through _____.
 218 6. The parties to this contract agree that this contract may be executed simultaneously or in two or more counterparts,
 219 each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 220 The parties agree that this contract may be transmitted between them electronically or digitally. The parties intend
 221 that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
 222 original document shall be promptly delivered, if requested.
 223 7. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers,
 224 title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies.
 225 Broker does not guarantee the performance of any service provider. Seller is free to select providers other than
 226 those referred or recommended to Seller by Broker.
 227 8. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance,
 228 protection or repair of the Property nor for the protection or custody of any personal property located thereon,
 229 unless provided for in another written agreement.
 230 9. Seller consents to receive communications from Broker via telephone, U.S. mail, email and facsimile at the
 231 numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
 232 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 233 11. Seller discloses to Listing Broker that Seller is licensed and holds License # _____ .
 234

235 **(M) FURTHER CONDITIONS.**

236 _____
 237 _____
 238 _____
 239 _____
 240 _____
 241 _____
 242 _____
 243 _____
 244 _____
 245 _____
 246 _____

247 SALESPERSON/AGENT _____ IN LICENSE # _____ SELLER'S SIGNATURE _____ DATE _____

249 BROKER OR COMPANY NAME _____ IN LICENSE # _____ PRINTED _____

253 ACCEPTED BY: PRINCIPAL/MANAGING BROKER _____ SELLER'S SIGNATURE _____ DATE _____

254
 255
 256 _____
 PRINTED _____



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 This is a legally binding contract, if not understood seek legal advice. **Form #01.** Copyright IAR 2010



(Property Address)