



LISTING AGREEMENT



The Standard Form (Rev 07/2016) of:
New Orleans Metropolitan Association of REALTORS®, Inc.

For exclusive use of REALTORS®
REALTOR® Boards provide this form as an aid, and not as legal advice.
REALTOR® members assume no responsibility for unauthorized use.

1. Date _____
2. The undersigned Client (herein after referred to as Owner) hereby grants to _____
3. and their successors or assigns (herein after referred to as "Broker"), the sole and exclusive right to sell the following described Property:
4. _____
5. Subdivision _____; City _____;
6. Parish _____ Louisiana, Zip _____
7. Including: _____
8. excluding: _____
9. _____
10. On grounds measuring about _____, or as per title for _____
11. (\$ _____) Dollars cash or the following terms:
12. _____
13. _____ or any other price, or upon any other terms, as may hereafter be agreed upon.
14. _____
15. This authorization to sell shall remain in full force and effect for a period of _____ from date of acceptance by Broker,
16. who shall calculate the beginning and expiration date of this authorization and timely furnish a copy to seller. If an Agreement to purchase and sell
17. is executed during the term of this Listing Agreement, the parties agree to extend the effective period of this Listing Agreement to include the
18. closing date as provided for in the Agreement to Purchase, or any extension thereof.
19. _____
20. Owner agrees to pay Broker's commission of _____ on the gross amount of any Agreement to sell, ex-
21. change, or option that may be negotiated during the existence of the Agreement, or on the gross amount of any such agreement made within
22. _____ after the expiration or termination of this Agreement, with anyone to whom said property
23. has been quoted during the term of this Agreement, part of which commission in the amount of _____ of the gross sales price may
24. be paid by a Listing Broker to a Cooperating Broker. The Closing Notary is authorized to deduct and disburse commission at Act of Sale. This
25. protection period shall terminate when the Property is listed with another Real Estate Broker. The commission is earned when such an
26. Agreement is signed by all parties resulting in a valid and binding Agreement to Purchase. Said commission is also earned upon obtaining an
27. offer to purchase at the listed price and terms with reasonable time for act of sale and occupancy. In the event the Property is leased to anyone
28. during the term of this Agreement, Owner agrees to pay Broker a commission of _____.
29. _____
30. Listing Broker is authorized to accept from Purchaser, or his representative, a non-interest bearing deposit represented by cash and/or real estate
31. deposit note, and to place the cash portion in "Sales Escrow Account" in a financial institution in the State of Louisiana, unless all parties agree in
32. writing that the deposit be held by the Cooperating Broker, a title company, or some other entity of their choosing. Broker shall have no
33. responsibility in the case of failure or insolvency of the one who holds the deposit. In the event a dispute arises regarding entitlement to the
34. deposit/funds the broker holding the same shall comply with the provisions of LREC Rule, Chapter 29, section 2901 and disburse the funds upon
35. written mutual consent of all parties or upon brokers reasonable interpretation of the contract as to the party entitled to the funds, but only after 10
36. days notice to all parties and licensees. Further, broker may place the funds into the registry of the court, or disburse upon a court order.
37. _____
38. Owner agrees to refer all prospects to Broker, to cooperate fully and not to obstruct the sale of the Property, during the term of this
39. contract. In case of employment of counsel to enforce this Agreement, Owner will pay all costs and reasonable attorney's fees incurred by
40. Broker. In further consideration of the efforts and expenditures by Broker, Owner shall indemnify Broker, his Agents and Employees, against all
41. liability, loss and expense, including reasonable attorney's fees and court costs that may be incurred as a result of any claim or suit by any
42. person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the
43. condition of said premises or Owner's negligence.
44. _____
45. Owner specifically requests and authorizes the use of the Multiple Listing Service, the public display of Property address, photos, virtual tours,
46. and other depictions of the property and its contents through the MLS, the Internet, and various web sites, including Internet Data Exchange
47. and Virtual Office Websites, to promote and enhance the sale of the Property. The Owner further authorizes Broker to provide timely notice of
48. status changes of the listing to the MLS; and to provide and publish sales information including selling price to the MLS upon sale of the
49. Property. Owner also authorizes all MLS brokers who participate in Internet Data Exchange and Virtual Office Websites, to publicly display the
50. Property and its contents on the Brokers' web sites and agrees to hold harmless and indemnify the Brokers, their Agents and Employees, the
51. MLS and the Association of REALTORS® (NOMAR and GSREIN) from any and all claims which may arise there from. The Owner authorizes

Property Address, Street, City, Zip

Date

- 52. Broker and the MLS to disseminate pertinent information including, but not limited to the photo of Property, listed price, Property condition and/or
- 53. Seller considerations affecting such Property. Broker is authorized to post signs and advertise the Property for sale.
- 54.
- 55. Owner hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish,
- 56. display, and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to distribute the Owner Listing
- 57. Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever.
- 58. Owner represents and warrants to Broker that the Owner Listing Content, and the license granted to Broker for the Owner Listing Content, do not
- 59. violate or infringe upon the rights, including any copyright rights, or any person or entity. Owner acknowledges and agrees that as between
- 60. Owner and Broker, all Broker Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any Broker Listing
- 61. Content.
- 62.
- 63. Notwithstanding the provisions of Civil Code Articles 2985 through 3034 or any other provisions of law, a licensee engaged in any real
- 64. estate transaction shall be considered to be representing the person with whom he is working as a Designated Agent unless there is a written
- 65. agreement between the Broker and the person providing that there is a different relationship or the licensee is performing only ministerial
- 66. acts on behalf of the person.
- 67.
- 68. Select Yes or No below if there are any legal impediments that may affect transferring title:
- 69. Potential Short Sale Yes No Is property currently mortgaged Yes No
- 70. In Foreclosure Yes No If so, Is the mortgage current? Yes No
- 71. Bankruptcy Yes No Any other liens or judgments affecting the property Yes No
- 72. Tax Sale Yes No Succession Yes No
- 73. Lease(s) Yes No Other _____
- 74. Seller acknowledges that such impediment may require disclosure and authorizes broker to do so.

75.

76. OWNERS SHALL COMPLETE THE RESIDENTIAL PROPERTY DISCLOSURE FORM.

77. **OWNERS SHALL COMPLETE THE LEAD BASED PAINT DISCLOSURE FORM IF PROPERTY WAS BUILT PRIOR TO 1978.**

78. **OWNERS SHALL REVIEW AND SIGN REAL ESTATE AGENCY DISCLOSURE PAMPHLET.**

79.

80. ***WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS***

81.

82. **The commissions reflected in this Agreement have been negotiated only by the parties to the Agreement.**

I understand and consent to dual agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
Do you desire home protection warranty? Broker may receive a fee from insurer if a Home Warranty Plan is provided.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Owner's Signature	Date
Would you like relocation assistance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Owner(s) Name (type or print)
Do you authorize the use of a lockbox on the Property in accordance with the lockbox procedures which have been explained to you, and hold said company and its associates harmless from any responsibility or liability in connection herewith?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Owner's Signature
Do you authorize VOW/IDX Comments in conjunction with the listing?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Owner(s) Name (type or print)
Do you authorize VOW/IDX Automated Valuation Model in conjunction with the listing?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	E-Mail Address
Seller authorizes this agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Mailing Address
Effective Date: _____ Expiration Date: _____		_____	City, State, Zip
		_____	(Area Code) Telephone Number
		Seller's Designated Agent	Date
		Accepted By:	Date