# LISTING CONTRACT (SELLER AGENCY CONTRACT) EXCLUSIVE RIGHT TO SELL REAL ESTATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

Broker (Company)	Licensee(s) (Name)_
3 Company Address	Direct Phone(s)
4	Cell Phone(s)
5 Company Phone	Fax
5 Company Phone 6 Company Fax	FaxEmail
7 SELLER	
0	
PHONE	FAX
<sup>2</sup> E-MAIL	
3 Seller understands that this Listing Contract is between 4 Does Seller have a listing contract for this Property with 5 If yes, explain:	
6 1. PROPERTY LISTE	D PRICE \$
7 Address	TID
Address Municipality (city, borough, township)	
County	School District
Zoning	
Dragant Liga	
	ock; Deed Book, Page, Recording Date)
3 4 2. STARTING & ENDING DATES OF LISTING C	ONTRACT (ALSO CALLED "TERM")
	nended the term of this contract. Broker/Licensee and Seller have discussed an
agreed upon the term of this Contract.	ended the term of this contract. Broker/Electisee and serier have discussed an
(B) <b>Starting Date:</b> This Contract starts when signed b	w Broker and Seller unless otherwise stated here:
	By law, the term of a listing contract may not excee
one year. If the Ending Date written in this Contract	ct creates a term that is longer than one year, the Ending Date is automaticall
364 days from the Starting Date of this Contract.	or croates a term that is longer than one year, the Enamy Bate is automatically
3. DUAL AGENCY	
Seller agrees that Broker and Broker's Licensees may	also represent the buyer(s) of the Property. A Broker is a Dual Agent when
	ransaction. A Licensee is a Dual Agent when a Licensee represents a buyer an
Seller in the same transaction. All of Broker's licensees	are also Dual Agents UNLESS there are separate Designated Agents for a buye
	er and Seller, the Licensee is a Dual Agent. Seller understands that Broker is
Dual Agent when a buyer who is represented by Broker	is viewing properties listed by Broker.
4. DESIGNATED AGENCY	
	7. Broker designates the Licensee(s) above to exclusively represent the interest
of Seller. If Licensee is also the buyer's agent, then Lice	ensee is a DUAL AGENT.
Designated Agency is not applicable.	
5. BROKER'S FEE	
	mended the Broker's Fee. Broker and Seller have negotiated the fee that Seller
will pay Broker.  (B) Broker's Fee is % of the sale price OR \$	whichever is greater AND \$
to Broker by Seller as follows:	, whichever is greater, AND \$, pai
of Broker's Fe	ee is earned and due (non-refundable) at signing of this Listing Contract, pay
able to Broker.	to is earned and due (non-retundable) at signing of this Listing Contract, pay
and to broker.	
Broker/Licensee Initials:	XLS Page 1 of 6 Seller Initials:

9	2. Seller will pay the balance of Broker's Fee if:
50	a. Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's
51	Licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to Seller, OR
52	b. A ready, willing, and able buyer is found, during the term of this contract, by Broker or by anyone, including Seller. A willing
53	buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller,
54	OR
55	c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
56	d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to Sell the Property because of
57	failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
8	e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay
59	from any money paid by the government, OR  f. A sale occurs after the Ending Date of this Contract IF:
50 51	(1) The sale occurs within days of the Ending Date, AND
52	(2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
i3	(3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.
64	(C) If a sale occurs, balance of Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If
55	the Property is transferred by an installment contract, balance of Broker's Fee will be paid upon the execution of the installment
66	contract.
7 6.	BROKER'S FEE IF SETTLEMENT DOES NOT OCCUR
68	If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker
59	of/from deposit monies.
70 7.	COOPERATION WITH OTHER BROKERS
71	Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay
72	from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:
73	(A) Represents Seller (SUBAGENT). Broker will pay of/from the sale price.  (B) Represents the buyer (BUYER'S AGENT). Broker will pay of/from the sale price. A
74	(B) Represents the buyer (BUYER'S AGENT). Broker will pay of/from the sale price. A buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.
75 76	(C) Does not represent either Seller or a buyer (TRANSACTION LICENSEE).
U	(c) Does not represent either senter of a buyer (Transsection Electristic).
7	
	Broker will pay of/from the sale price.  DUTIES OF BROKER AND SELLER
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88 8. 999 860 861 862 863 864 865 866 867 868 869 9. 900	Broker will pay of/from the sale price.  DUTIES OF BROKER AND SELLER  (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.  (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.  (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.  (D) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.  (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without Broker's written consent.  BROKER'S SERVICE TO BUYER
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78 <b>8.</b> 79 80 81 32 33 34 44 35 66 87 99 91 102 93 10	Broker will pay
78 8.   79   80   81   82   83   84   85   86   87   88   89   9.   90   91   92   93   10   94   95   96   11   97	Broker will pay
8 8.   99   80   81   82   83   84   85   86   87   88   89   9.   90   91   92   94   95   96   11   97   98	Broker will pay
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78 <b>8.</b> 79 80 81 32 33 34 45 56 87 88 99 9. 10 11 17 18 19 10 10 11	Broker will pay
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78 <b>8.</b> 79 80 81 82 83 84 85 86 87 88 89 91 92 93 10 91 92 93 10 91	Broker will pay

agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

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Seller Initials:

107 Broker/Licensee Initials:

- 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
- 3. According to the terms of a final order of court.
- 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.
- (C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Seller.

#### 115 12. OTHER PROPERTIES

Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers.

## 117 13. ADDITIONAL OFFERS

Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by another Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREE-MENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

## 122 14. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS

- (A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:
  - 1. is a possible danger to those living on the Property, or
  - 2. has a significant, adverse effect on the value of the Property.
  - The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.
- (B) Seller will update the Seller's Property Disclosure Statement as necessary throughout the term of this Listing Contract.
- (C) If Seller fails to disclose known material defects and/or environmental hazards:
  - 1. Seller will not hold Broker or Licensee(s) responsible in any way;
  - 2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;
  - 3. Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

#### 135 15. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

#### 148 16. HOME WARRANTIES

At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a home warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that Buyer may elect or waive as part of the Agreement. Seller understands that Broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to Broker.

## 154 17. RECORDINGS ON THE PROPERTY

- (A) Seller understands that potential buyers viewing the Property may engage in photography, videography or videotelephony on the Property. Seller should remove any items of a personal nature Seller does not wish to have photographed or recorded, such as family photos, important or confidential paperwork (including any information relating to the listing or communications with Broker or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone numbers, etc. Seller is responsible for providing this same notification to any occupants of the Property.
- (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Seller understands that recording or transmitting audio may result in violation of state or federal wiretapping laws. Seller hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them, from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the Property.

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165	<b>Broker/Licensee Initials:</b>	XLS Page 3 of 6 Seller Initials:	

#### 166 18. RECOVERY FUND

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Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658.

#### 171 19. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

#### 177 20. TRANSFER OF THIS CONTRACT

- (A) Seller agrees that Broker may transfer this Contract to another broker when:
  - 1.Broker stops doing business, OR
  - 2.Broker forms a new real estate business, OR
  - 3.Broker joins his business with another.
- (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all requirements of this Contract with the new broker.

#### 184 21. NO OTHER CONTRACTS

Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before the Ending Date of this Contract.

#### 187 22. CONFLICT OF INTEREST

It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller's interests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

## 190 23. ENTIRE CONTRACT

This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

#### 193 24. CHANGES TO THIS CONTRACT

All changes to this Contract must be in writing and signed by Broker and Seller.

## 195 25. MARKETING OF PROPERTY

96		Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all
7		media, including print and electronic, photographs and videos, unless otherwise stated here:
98	_	
9		1. Seller does not want the listed Property to be displayed on the Internet.
00		☐ Seller does not want the address of the listed Property to be displayed on the Internet.
)1		2. Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct searches
)2		for listings on the Internet will not see information about the listed Property in response to their search.
)3	(B)	Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet in
)4		connection to the open house.
)5	(C)	There are many ways of marketing properties electronically. Some brokers may use a virtual office website (also known as "VOW")
)6		or Internet data exchange (also known as "IDX"), which are governed by specific rules and policies. Sellers have the right to control
)7		some elements of how their property is displayed on a VOW and/or IDX websites.
08		Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):
)9		Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with Sell-
10		er's listing.
11		Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with the
12		Seller's listing.
13	(D)	Multiple Listing Services (MLS)
14		Broker will not use a Multiple Listing Service (MLS) to advertise the Property.
15		Broker will use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and salespersons. List-
16		ing broker shall communicate to the MLS all of Seller's elections made above.
17	(E)	Seller agrees that Broker and Licensee, and the MLS are not responsible for mistakes in the MLS or advertising of the Property.
18	(F)	Other
19		

Property.

220 26. PUBLICATION OF SALE PRICE

Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of the

Seller Initials:	
Seller Illitials.	

#### 224 27. COPYRIGHT

 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

#### 236 28. FIXTURES AND PERSONAL PROPERTY

**Broker/Licensee Initials:** 

- (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Seller is encouraged to be specific when negotiating what items will be included or excluded in a sale.
- (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including plumbing; heating; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pool and spa equipment (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes. Also included:

247		water treatment systems, propane tanks and s	satellite dishes. Also included:		
248					
249	(C)	The following items are not owned by Seller and may be subject to a lease or other financing agreement (e.g., solar panels, windmills,			
250	` ´	water treatment systems, propane tanks, and satellite dishes):			
251					
252	(D)	EXCLUDED fixtures and items:			
253					
54 29.	TA	XES & SPECIAL ASSESSMENTS			
255	(A)	) At settlement, Seller will pay one-half of the	total Real Estate Transfer Taxes, unless otherwise stated here:		
256		•			
257	(B)	Yearly Property Taxes \$	Property Assessed Value \$		
258	(C)	) Is the property preferentially assessed (include	ling a tax abatement)? Yes No		
259		If applicable, how many years remain?	<u> </u>		
260	(D)	) COA/HOA Name	COA/HOA Phone		
261		COA/HOA special assessments \$	COA/HOA Phone Buyer's required capital contribution \$		
262		Please explain:			
263					
264	(E)	Municipality Assessments \$	Quarterly Monthly Yearly		
265	(F)	COA/HOA Fees \$	Quarterly Monthly Yearly		
66 30.	TIT	TLE & POSSESSION	-		
267	(A)	) Seller will give possession of Property to a b	uyer at settlement, or on		
268	(B)	At settlement, Seller will give full rights of o	wnership (fee simple) to a buyer except as follows:		
269		☐Oil ☐Gas ☐Mineral ☐Ot	ther		
270		If checked, please explain:			
71					
272	(C)	Seller has:			
273		First mortgage with	Amount of balance \$		
274		Address			
275		Phone	Acct. #		
276		Second mortgage with	Acct. # Amount of balance \$		
277		Address			
278		Phone	Acct. #		
279		Phone Home Equity line of credit with Address	Amount of balance \$		
280		Address			
281		Phone	Acct. #		
282		Seller authorizes Broker to receive mortg	age payoff and/or equity loan payoff information from lender(s).		

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Seller Initials:

284	(D) Seller has:		
285	☐ Judgments \$ Past Due Property Taxes \$ Federal Tax Liens \$	Past Due Municip	al Assessment \$
286	Past Due Property Taxes \$	Past Due COA/H	OA Fees \$
287	Federal Tax Liens \$	☐ Past Due COA/H	OA Assessments \$
288	State Tax Liens \$	-	
289	Other:  (E) If Seller, at any time on or since January 1, 1998, has been	\$	
290			
291	county, list the county and the Domestic Relations Numbe BUYER FINANCING	er or Docket Number:	
_		for the Dramouter	
293 294	Seller will accept the following arrangements for buyer to pay		ge VA mortgage
294	Cash Conventional mortgage	FHA illoriga	ge VA mortgage
	Seller's Assist to buyer (if any) \$ SPECIAL INSTRUCTIONS	, 01	
297	The Office of the Attorney General has not pre-approved any	special conditions or	additional terms added by any parties. Any special
298	conditions or additional terms in this Contract must comply wi		
	. SPECIAL CLAUSES	itii tiic i ciiiisyivaina i	tani Language Consumer Contract Net.
300	(A) The following are part of this Listing Contract if check	ced:	
301	Property Description Addendum to Listing Contract (I		
302	Single Agency Addendum (PAR Form SA)	1111(10111111125 11)	
303	Consumer Services Fee Addendum (PAR Form CSF)		
304	Vacant Land Addendum to Listing Contract (PAR For	rm VLA)	
305	Short Sale Addendum (PAR Form SSL)	:)	
306			
307			
308	(B) Additional Terms:		
309			
310			
311 312	Seller has read the Consumer Notice as adopted	l by the State Real E	state Commission at 49 Pa. Code §35.336.
313	timely manner, if required.	sure form and agree	es to complete and return to Listing Broker in a
315	Seller has received the Lead-Based Hazards Dis	sclosure form and ag	rees to complete and return to Listing Broker in
316	a timely manner, if required.		
317 <b>Se</b>	ller has read the entire Contract before signing. Seller must	sign this Contract.	
318 <b>Se</b>	ller gives permission for Broker to send information about th	his transaction to the	fax number(s) and/or e-mail address(es) listed.
	eturn of this Agreement, and any addenda and amendments, all parties, constitutes acceptance by the parties.	, including return b	y electronic transmission, bearing the signatures
320 <b>U</b> I	an parties, constitutes acceptance by the parties.		
	nis Contract may be executed in one or more counterparts, ea gether shall constitute one and the same Agreement of the Pa		deemed to be an original and which counterparts
	OTICE BEFORE SIGNING: IF SELLER HAS LEGAL YLVANIA REAL ESTATE ATTORNEY.	QUESTIONS, SEI	LER IS ADVISED TO CONSULT A PENN-
	ELLER		DATE
326 <b>SE</b>	ELLER		DATE
327 <b>SE</b>	ELLER		DATE
328 <b>BI</b>	ROKER (Company Name)		
329	ACCEPTED ON BEHALF OF BROKER B		DATE