



EXCLUSIVE RIGHT TO SELL PROPERTY LISTING AGREEMENT

I/WE \_\_\_\_\_ (hereinafter referred to as Seller) of the below described Property, do hereby grant RealtySouth the sole and exclusive right to sell, trade, convey, or exchange the Property upon the terms and conditions set forth below and hereby appoint RealtySouth exclusive agent to represent Seller as Client and to market the subject property to all potential buyers, including both customers and/or clients of RealtySouth. Broker shall be deemed by law to be the author of all property listings written by Associate, and Broker is entitled to and shall own all copyright rights therein and all other intellectual or other property rights in or relating thereto. Such right, title, and interest shall be deemed assigned as of the moment of creation without the necessity of any further action on the part of either party.

The Real Property is described as follows: Street Address \_\_\_\_\_, City of \_\_\_\_\_, County \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_. Legally described as Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_ Map Book \_\_\_\_\_ Page \_\_\_\_\_.

THE ATTACHED SELLER PROPERTY INFORMATION SHEETS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

NONDISCRIMINATION: IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL ESTATE BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN OR FAMILIAL STATUS. \_\_\_\_\_ (Initials of Seller)

- 1. Period of Agreement: This agreement shall be effective for a period of time beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_, at 12:00 Midnight, unless the expiration date is extended in writing.
2. Terms/Conditions on Which Property is to be offered For Sale: Seller and RealtySouth agree that the Property shall be offered for sale on the following terms and conditions, or on such terms and conditions that Seller and RealtySouth may subsequently agree to. (a) Price \$ \_\_\_\_\_ Payment Terms: \_\_\_\_\_ (b) Seller agrees to maintain and keep in force sufficient hazard insurance until Property is sold and closed.
3. Consent to Limited Consensual Dual Agency: A limited consensual dual agent is a licensee for both the Seller and the Buyer in the same transaction. This may only be done with the written, informed consent of all the parties. When Seller and Buyer are both clients of RealtySouth, certain differences or conflicts of interest may arise. In these situations, Seller agrees that RealtySouth shall represent Seller and Buyer(s) in a limited consensual dual agency capacity. In a limited consensual dual agency situation, RealtySouth’s duties to its clients remain the same as single agency with the exception that RealtySouth and its agents shall not disclose confidential information received from one party to any other party unless authorized in writing. Seller [ ] does [ ] does not desire that RealtySouth show the property to buyers who are also represented by RealtySouth as agent.
4. Disclosure: Seller hereby specifically authorizes RealtySouth and all cooperating brokers to disclose to prospective buyers, to the extent required by law, any defects, latent or otherwise, known to them. Seller acknowledges that RealtySouth and its licensees do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of their licenses.
5. Lead-Based Paint: Seller represents that, to the best of Seller’s knowledge, the residence on the Property [ ] was [ ] was not constructed before January 1, 1978. Seller acknowledges that, if the residence was constructed prior to January 1, 1978, Seller WILL be required to provide to purchaser an EPA-approved lead hazard information pamphlet, make certain disclosures regarding the presence of any known lead-based paint or lead-based paint hazards on the Property and (unless the parties agree to a different period or the purchaser waives his/her rights in writing) permit the purchaser a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.
6. Marketing the Property: (a) RealtySouth agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller gives RealtySouth the exclusive right to place a “For Sale” sign or other appropriate signs on the Property. Seller also agrees to (i) refer all inquiries regarding the property to RealtySouth promptly; (ii) furnish RealtySouth with keys to the Property; (iii) allow the use of Seller’s name and Seller Property Information Sheets in marketing the Property; and (iv) make the Property available for showing during reasonable hours to prospective purchasers.
(b) Seller [ ] does [ ] does not request that the Property listing be published in the local Area Multiple Listing Service, Inc. (“MLS”) system. Seller [ ] does [ ] does not authorize RealtySouth to disseminate property information to the public through other print and/or electronic media. If the Property Listing is filed with the MLS, Seller and Broker acknowledge that the

MLS is not obligated to, cannot reasonably and does not review this agreement, the Seller Property Information Sheets, or other such information or data provided by Seller and Broker for MLS Publication for accuracy or completeness.

\_\_\_\_\_ (Initials of Seller)

(c) Seller  does  does not give permission for an  electronic or  other lockbox to be placed on the Property. If Seller does give permission for a lockbox, Seller hereby releases and holds harmless RealtySouth, the MLS, the MLS Brokers and their agents from all responsibility for any loss, damage or theft which might occur while the Property is listed. Seller also acknowledges that a lockbox is intended only as an aid to marketing the property. It is not intended or designed as a security device. \_\_\_\_\_ (Initials of Seller)

7. **Photographic Services:** (a) Authorization: Seller hereby authorizes RealtySouth to have interior and exterior photographs of the Property taken (the "Photographic Services") and have such photographs (the "Photographs") digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including and without limitation, in and through computerized Multiple Listing Service (MLS), television programs, internet programs, local publications, fact sheets concerning the property, as well as any other use, media or means to aid in the sale or rental of Seller's Property.  
(b) Waiver: Seller hereby waives, acquits and forever releases RealtySouth, its officer(s), director(s), employee(s), broker(s), agent(s), and representative(s) from any responsibility or liability concerning any Photographic Services, any Photograph, or the use, distribution, or display of any Photographs in any form, media or manner.

8. **Brokerage Compensation:** The brokerage compensation payable to the broker in this sale is not set by any national, state or local Association of Realtors, but in all cases is set by the Broker and the Seller. In this agreement, Seller agrees to pay RealtySouth compensation of \$299 plus a percentage of the sales price for finding a purchaser, ready, willing and able to purchase the Property upon the terms herein mentioned, or at any price upon terms acceptable to Seller, according to the following RealtySouth commission schedule:

Residential resales: (Circle selected commission)

Transactions up to \$175,000: 7%, 8% or 9%

Transactions from \$175,001 to \$499,999: 6%, 7% or 8%

Transactions of \$500,000 and above: 5%, 6% or 7%

New construction transactions: 5%, 6% or 7%

Home sites, lots, land, investment and commercial properties: 8%, 9% or 10%

The \$299 is retained solely by Broker; the percentage commission is shared among Broker, its agents and cooperating brokers, if any.

The brokerage compensation will apply whether Purchaser is secured by RealtySouth or Seller, or by another person, or, if the Property is afterward sold within 180 days from the termination of this Agreement or extensions thereof, to any person to whom the Property has been shown by anyone, including the Seller, during the listing period. However, no brokerage fee shall be due RealtySouth if after this listing is expired the Property is relisted with another licensed real estate broker and sold through his/her exclusive right to sell.

Seller agrees that RealtySouth may engage other brokers to assist in marketing the Property and may share its brokerage fee (excluding the \$299) with such other brokers on a basis determined solely by RealtySouth (but shall not be required to do so under this Agreement). In any event, Seller shall pay the full brokerage fee as directed by RealtySouth.

RealtySouth's policy is to offer cooperation and compensation, excluding the \$299 portion of RealtySouth's compensation, to any real estate broker who may sell your property, subject to any prior bilateral agreements between brokers or unilateral notice to another broker, if any. Compensation offered the cooperating broker does not vary based on that broker's agency or non-agency status. For the listing percentage or amount to be offered to cooperating brokers pursuant to this listing contract, please consult your RealtySouth sales associate.

RealtySouth's policy is to disclose to all parties to a potential transaction, either directly or through the parties' real estate agents, the existence of multiple or competing offers for the purchase of your property. We believe that this policy best serves the needs of both sellers and buyers. If you do not agree to have this information disclosed, please advise your RealtySouth agent in writing.

9. **Earnest Money:** Seller authorizes RealtySouth to accept, and hold all earnest money. If such deposit is forfeited by the prospective purchaser, any costs incurred by RealtySouth in disbursing the earnest money shall be paid from the earnest money deposit. The Seller shall retain as liquidated damages one-half of the remainder of the earnest money. The remaining one-half of net deposit, not to exceed the total amount of the brokerage fee, shall be paid to RealtySouth as compensation. In the event either Purchaser or Seller claim the earnest money without the agreement of the other party, RealtySouth may interplead the disputed



portion of the earnest money into court, and shall be entitled to deduct from the earnest money any court costs, attorney fees and other expenses relating to the interpleader.

10. **No Other Agreements:** Seller and RealtySouth acknowledge that except for the written disclosure form referred to in paragraph 13 below, there are no other agreements, promises or understandings either expressed or implied between them, other than as specifically set forth herein. Seller warrants that there are no prior agreements on this property (listing, sale, or otherwise) that have not been terminated.
11. **Arbitration:** Any controversy or claim between the parties to this Exclusive Right to Sell Property Listing Agreement, its interpretation, enforcement or breach, including but not limited to claims arising from tort (which includes claims of fraud and fraud in the inducement), shall be settled by binding arbitration administered by and under the rules of the American Arbitration Association. While either party shall have all the rights and benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or jury trial. The results, determinations, findings, judgments and/or awards rendered through such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. Judgment on the award may be entered into any court having jurisdiction. Neither party shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in any private attorney general capacity.
12. **Seller's Warranty of Authority, Accuracy and Completeness of Information:** Seller specifically represents and warrants that Seller has complete authority to sell the Property and convey title, and that there are no unpaid royalties or copyright fee obligations due to any entity, in connection with the property described herein. Seller has personally reviewed this Agreement, the attached Seller Property Information Sheets, and any other exhibits and acknowledges that all of the information in this Agreement, the Seller Property Information Sheets, and exhibits relating to the description and physical condition of the Property were provided by Seller and are accurate and complete to the best of Seller's knowledge. Seller agrees to defend, indemnify and hold harmless RealtySouth and its agents against and from any losses, damages, claims, suits of law (including court costs and attorney's fees) or other costs or expenses relating to or resulting from any copyright infringement (direct, contributory, or otherwise), by any entity, or resulting from any actual or alleged inaccuracy or incompleteness of the Seller Property Information Sheets contained herein or of any other representations, oral or written, provided by Seller to RealtySouth at the date of this Listing Agreement as well as subsequent information provided by Seller. Seller further agrees that all the information provided by the Seller to RealtySouth for marketing the property is included in this agreement. \_\_\_\_\_ (Initials of Seller)
13. **RECAD:** Seller acknowledges receipt of a written disclosure form describing the alternative types of brokerage services available to clients and customers of real estate brokerage companies pursuant to the Alabama *Real Estate Consumer's Agency and Disclosure Act* ("RECAD"). Seller has also been informed as to the specific types of brokerage services provided by RealtySouth.
14. **Affiliated Business Arrangements:** Seller is hereby notified that RealtySouth has a business relationship with the following companies, and those relationships may provide RealtySouth a financial or other benefit: • HomeServices Lending • TitleSouth  
• InsuranceSouth • TitleSouth Real Estate Closing Center • American Home Shield Corporation
15. **Privacy and Security Policy:** As part of our business operations, we collect non-public personal information on applications or other forms. It is our policy that we may disclose any or all of the non-public personal information that we collect to affiliated and/or non-affiliated companies that perform services or functions on our behalf (for example, private mortgage insurance companies, quality control companies) and other non-affiliated financial institutions with whom we may have a joint marketing agreement (for example, insurance companies). RealtySouth restricts access to non-public personal information about you to those employees whom we determine have a legitimate business purpose to access such information.



THIS AGREEMENT, INCLUDING THE ATTACHED SELLER PROPERTY INFORMATION SHEETS, IS INTENDED TO BE THE LEGAL AND BINDING CONTRACT OF ALL PARTIES. IF IT IS NOT FULLY UNDERSTOOD, SELLER SHOULD SEEK PROFESSIONAL LEGAL ADVICE. THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED EXCEPT BY WRITING, WHICH WRITING MUST BE SIGNED BY BOTH THE SELLER AND THE BROKER.

***RealtySouth<sup>tm</sup>***

\_\_\_\_\_ Listing Agent Date \_\_\_\_\_

\_\_\_\_\_ Seller Date \_\_\_\_\_

\_\_\_\_\_ Seller Date \_\_\_\_\_

Seller hereby acknowledges Receipt of this Agreement: \_\_\_\_\_ (Initials of Seller)

Seller’s Mailing Address: \_\_\_\_\_

Seller’s Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Seller’s Email Address: \_\_\_\_\_

