

**EXCLUSIVE RIGHT TO SELL  
LISTING CONTRACT**

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- 1. Date \_\_\_\_\_
- 2. Page 1 of \_\_\_\_\_ pages

- 3. **DEFINITIONS:** This Contract involves the property located at \_\_\_\_\_ ,
- 4. legally described as \_\_\_\_\_
- 5. \_\_\_\_\_ (Property).
- 6. "I" means \_\_\_\_\_ (Seller).
- 7. "You" means \_\_\_\_\_ (Broker).

(Real Estate Company Name)

- 8. **LISTING:** I give You the exclusive right to sell the Property for the price of \$ \_\_\_\_\_ , upon the following
- 9. terms: \_\_\_\_\_

- 10. \_\_\_\_\_ . This Contract starts \_\_\_\_\_ , 20 \_\_\_\_\_ , and ends
- 11. at 11:59 p.m. on \_\_\_\_\_ , 20 \_\_\_\_\_ . In exchange, You agree to list and market the Property
- 12. for sale. You may place a "For Sale" sign and a lock box with keys on the Property. I understand You may be a member
- 13. of a Multiple Listing Service (MLS), and if You are, You shall give information to MLS concerning the Property. You
- 14. may place information on the Internet concerning the Property. I shall notify You of relevant information important to
- 15. the sale of the Property. If You sell the Property, You may notify MLS and member REALTORS® of the price and terms
- 16. of the sale. I understand that this Contract DOES NOT give You authority to rent or manage my property.

- 17. I understand that mortgage financing services are usually paid for by buyer; however, certain insured government
- 18. loans may require Seller to pay a portion of the fees for the mortgage loan. I understand that I shall not be required to
- 19. pay the financing fees on any mortgage without giving my written consent. I understand that You may list other properties
- 20. during the term of this Contract.

- 21. **DUTIES:** I shall cooperate with You in selling the Property. I shall promptly tell You about all inquiries I receive about
- 22. the Property. I agree to provide and pay for any inspections and reports required by any governmental authority. I agree
- 23. to provide unit owners' association documents, if required. I shall remain responsible for security, maintenance, utilities
- 24. and insurance while I own the Property, and for safekeeping, securing and/or concealing any valuable personal property
- 25. during Property showings or open houses. I shall provide the buyer an updated abstract of title or registered property
- 26. abstract or commitment for an owner's policy of title insurance for the Property, as agreed to in a purchase agreement.
- 27. I have the full legal right to sell the Property. I shall sign all documents necessary to transfer to the buyer marketable
- 28. title to the Property.

**29. YOUR COMPENSATION:**

- 30. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**
- 31. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

- 32. I shall pay You, as your compensation, \_\_\_\_\_ percent (%) of the selling price or \$ \_\_\_\_\_ ,
- 33. whichever is greater, if I sell or agree to sell the Property before this Contract ends.

- 34. In addition, if before this Contract ends You present a buyer who is willing and able to buy the Property at the price
- 35. and terms required in this Contract, but I refuse to sell, I shall still pay You the same compensation. I agree to pay
- 36. your compensation whether You, I or anyone sells the Property. I hereby permit You to share part of your compensation
- 37. with other real estate brokers, including brokers representing only the buyer. I agree to pay your compensation in full
- 38. upon the happening of any of the following events:

- 39. (1) the closing of the sale;
- 40. (2) my refusal to close the sale; or
- 41. (3) my refusal to sell at the price and terms specified above.

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43. Property located at \_\_\_\_\_.
44. If, within \_\_\_\_\_ days (*not to exceed six (6) months*) after the end of this Contract, I sell or agree to sell the
45. Property to anyone who:
46. (1) during this Contract made inquiry of me about the Property and I did not tell You about the inquiry; or
47. (2) during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
48. or by contacting You or the licensee involved or was physically shown the Property by You and whose name
49. and address is on a written list You give me within 72 hours after the end of this Contract; then I shall still pay
50. You your compensation, even if I sell the Property without your assistance. I understand that I do not have to pay
51. your compensation if I sign another valid listing contract for this Property after the expiration of this Contract, under
52. which I am obligated to compensate another licensed real estate broker.
53. To secure the payment of your compensation I hereby assign to You the proceeds from the sale of my Property in an
54. amount equal to the compensation due You under this Contract.

**55. CLOSING SERVICES:**

56. **NOTICE:** THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR REAL ESTATE CLOSING AGENT

57. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS

58. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

59. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. I understand

60. that no one can require me to use a particular person in connection with a real estate closing and that I may arrange

61. for a qualified closing agent or my attorney to conduct the closing. I understand that I may be required to pay certain

62. closing costs which may effectively reduce the proceeds from the sale.

63. My choice for closing services.

64. (*Initial one.*)

65. \_\_\_\_\_ I wish to have You arrange for the closing.

(Seller) (Seller)

66. \_\_\_\_\_ I shall arrange for a qualified closing agent or my attorney to conduct the closing.

(Seller) (Seller)

67. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain

68. components of a property which I may wish to investigate prior to selling the Property.

69. **AGENCY REPRESENTATION:** If a Buyer represented by Broker wishes to buy the Seller(s) property, a dual agency will

70. be created. This means that Broker will represent both the Seller(s) and the Buyer(s), and owe the same duties to

71. the Buyer(s) that Broker owes to the Seller(s). This conflict of interest will prohibit Broker from advocating exclusively

72. on the Seller(s) behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,

73. the Seller(s) will need to agree that confidential information about price, terms, and motivation will still be kept confidential

74. unless the Seller(s) instructs Broker in writing to disclose specific information about the Seller(s). All other information

75. will be shared. Broker cannot act as a dual agent unless both the Seller(s) and the Buyer(s) agree to it. By agreeing

76. to a possible dual agency, the Seller(s) will be giving up the right to exclusive representation in an in-house transaction.

77. However, if the Seller(s) should decide not to agree to a possible dual agency, and the Seller(s) wants Broker to

78. represent the Seller(s), the Seller(s) may give up the opportunity to sell the property to Buyers represented by

79. Broker.

80. Seller's Instructions to Broker: Having read and understood this information about dual agency, Seller(s) now instructs

81. Broker as follows:

82.  Seller(s) will agree to a dual agency representation and will consider offers made by Buyers represented by

83. Broker.

84.  Seller(s) will not agree to a dual agency representation and will not consider offers made by Buyers represented

85. by Broker.

86. Real Estate Company Name: \_\_\_\_\_

87. \_\_\_\_\_ Seller: \_\_\_\_\_

88. By: \_\_\_\_\_ Seller: \_\_\_\_\_

(Licensee)

89. \_\_\_\_\_ Date: \_\_\_\_\_

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91. Property located at \_\_\_\_\_.
92. **CERTIFICATION INDIVIDUAL TRANSFEROR:** Section 1445 of the Internal Revenue Code provides that a  
93. transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the  
94. transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller) is a  
95. foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real  
96. Property Tax Act (FIRPTA) will be fulfilled.
97. **Seller(s) states and acknowledges the following:**  
98. I am a citizen of the United States or, if a corporation, partnership or other business entity, duly incorporated in the  
99. United States or, if a partnership or business entity, formed and governed by the laws of the United States:  
100.  Yes  No
101. If "No," please state country of citizenship, incorporation or the like: \_\_\_\_\_  
102. \_\_\_\_\_
103. Under the penalties of perjury I declare that I have examined this certification and, to the best of my knowledge and  
104. belief, it is true, correct and complete.
105. **FAIR HOUSING NOTICE:** I understand that I shall not refuse to sell, or discriminate in the terms, conditions or privileges  
106. of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status with regard  
107. to public assistance, handicap (whether physical or mental), sexual orientation or family status. I understand further  
108. that local ordinances may include other protected classes.
109. **ADDITIONAL NOTICES AND TERMS:** As of this date I have not received notices from any municipality, government  
110. agency or unit owners' association about the Property that I have not told You about, and I agree to promptly tell You  
111. of any notices of that type that I receive.
112. This shall serve as my written notice granting You permission to obtain mortgage information (e.g., mortgage balance,  
113. interest rate, payoff and/or assumption figures) regarding any existing financing on the Property. A copy of this document  
114. shall be as valid as the original.
115. If either You or I bring an action for enforcement of this Agreement, the prevailing party in such action shall be entitled  
116. to recover all costs and expenses, including all reasonable attorneys' fees and court costs.
117. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its licensees to contact Seller by mail, phone,  
118. fax, e-mail or other means of communication during the term of this Agreement and anytime thereafter.
119. **COMPENSATION DISCLOSURE:** Your compensation to cooperating brokers shall be as specified in the Multiple  
120. Listing Service unless You notify me otherwise in writing.

121. **ACCEPTED BY:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
(Real Estate Company Name) (Licensee)

122. Date Signed: \_\_\_\_\_, 20 \_\_\_\_\_

123. **ACCEPTED BY:** \_\_\_\_\_ **ACCEPTED BY:** \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

124. Address: \_\_\_\_\_ Address: \_\_\_\_\_

125. \_\_\_\_\_

126. Phone: \_\_\_\_\_ Phone: \_\_\_\_\_