

**EXCLUSIVE RIGHT TO SELL
LISTING CONTRACT**

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1. Date _____
2. Page 1 of _____

DEFINITIONS

3. _____
4. This Contract involves the property located at: _____, Legally described as _____ (Property).
5. _____ (Seller).
6. "I" means: _____ (Seller).
7. "You" means: _____ (the real estate broker).

LISTING

8. _____
9. I give You the exclusive right to sell the Property for the price of \$ _____,
10. upon the following terms: _____
11. _____. This Contract starts _____, 20 _____,
12. and ends at 11:59 P.M. on _____, 20 _____. In exchange, You agree to list and market the Property for sale. You may place
13. a "For Sale" sign and a lock box with keys on the Property.

14. I understand You may be a member of a Multiple Listing Service (MLS), and if You are, You will give information to MLS concerning the Property.
15. You may place information on the Internet concerning the Property. I will notify You of relevant information important to the sale of the Property. If You
16. sell the Property, You may notify MLS and member REALTORS® of the price and terms of the sale. I understand that this Contract DOES NOT give
17. You authority to rent or manage my property.
18. I understand that mortgage financing services are usually paid for by the buyer; however, certain insured government loans may require Seller to
19. pay a portion of the fees for the mortgage loan. I understand that I will not be required to pay the financing fees on any mortgage without giving my
20. written consent. I understand that You may list other properties during the term of this Contract.

DUTIES

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

YOUR COMPENSATION

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

31. I will pay You as your compensation _____% of the selling price or \$ _____, whichever is greater, if I sell or agree to sell the Property
32. before this Contract ends.

33. In addition, if before this Contract ends You present a buyer who is willing and able to buy the Property at the price and terms required in
34. this Contract, but I refuse to sell, I will still pay You the same compensation. I agree to pay your compensation whether You, I or anyone sells the
35. Property. I hereby permit You to share part of your compensation with other real estate brokers, including brokers representing only the Buyer.
36. I agree to pay your compensation in full upon the happening of any of the following events: (1) the closing of the sale; (2) my refusal to close
37. the sale; or (3) my refusal to sell at the price and terms specified above.

38. If within _____ days (not to exceed 180 days) after the end of this Contract I sell or agree to sell the Property to anyone who:
39. (1) during this Contract made inquiry of me about the Property and I did not tell You about the inquiry; or
40. (2) during this Contract made an affirmative showing of interest in the Property by responding to an advertisement, or by contacting You or
41. the salesperson involved or was physically shown the Property by You and whose name and address is on a written list You give me within 72
42. hours after the end of this Contract; then I will still pay You your compensation, even if I sell the Property without your assistance. I understand
43. that I do not have to pay your compensation if I sign another valid listing contract for this Property after the expiration of this Contract, under
44. which I am obligated to compensate another licensed real estate broker.
45. To secure the payment of your compensation I hereby assign to You the proceeds from the sale of my Property in an amount equal to the
46. compensation due You under this Contract.

CLOSING SERVICES

47. _____
48. **NOTICE: THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR REAL ESTATE CLOSING AGENT HAS NOT
49. AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE
50. CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.**

51. After a Purchase Agreement for the Property is signed, arrangements must be made to close the transaction.
52. I understand that no one can require me to use a particular person in connection with a real estate closing and that I may arrange for a qualified closing
53. agent, or my attorney, to conduct the closing. I understand that I may be required to pay certain closing costs which may effectively reduce the proceeds from
54. the sale. My choice for closing services: (initial one)
55. _____ I wish to have You arrange for the closing.
(Seller) (Seller)

56. _____ I will arrange for a qualified closing agent or my attorney to conduct the closing.
(Seller) (Seller)

ADDITIONAL NOTICES AND TERMS

57. _____
58. _____ I have had the opportunity to review page two (2) on the reverse side of this Contract.
(Seller) (Seller)

AGENCY REPRESENTATION

59. _____
60. If a Buyer represented by Broker wishes to buy your property, a dual agency will be created. This means that Broker will represent both you and the
61. Buyer(s), and owe the same duties to the Buyer(s) that Broker owes to you. This conflict of interest will prohibit Broker from advocating exclusively on
62. your behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, you will need to agree that confidential
63. information about price, terms, and motivation will still be kept confidential unless you instruct Broker in writing to disclose specific information about you.
64. All other information will be shared. Broker cannot act as a dual agent unless both you and the Buyer(s) agree to it. By agreeing to a possible dual
65. agency, you will be giving up the right to exclusive representation in an in-house transaction. However, if you should decide not to agree to a possible dual
66. agency, and you want Broker to represent you, you may give up the opportunity to sell your property to Buyers represented by Broker.
67. Seller's Instructions to Broker: Having read and understood this information about dual agency, Seller(s) now instructs Broker as follows:
68. _____ Seller(s) will agree to a dual agency representation and will consider offers made by Buyers represented by Broker.
69. _____ Seller(s) will not agree to a dual agency representation and will not consider offers made by Buyers represented by Broker.
70. Seller: _____ Broker: _____
71. Seller: _____ By: _____
72. Date: _____ (Salesperson)

CERTIFICATION INDIVIDUAL TRANSFEROR

73. _____
74. **Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must be notified in writing, and must
75. withhold tax if the transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller) is a foreign person
76. and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real Property Tax Act (FIRPTA) will be fulfilled.**
77. **Seller(s) state(s) and acknowledge(s) the following:**
78. I am a citizen of the United States or, if a corporation, partnership or other business entity, duly incorporated in the United States, or, if a partnership or
79. business entity, formed and governed by the laws of the United States: Yes No
80. If "No," please state country of citizenship, incorporation or the like: _____
81. Under the penalties of perjury I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct and complete.

82. **ACCEPTED BY:** _____ **BY:** _____ Date Signed _____, 20 _____
(Real Estate Company Name) (Licensee)

83. **ACCEPTED BY:** _____ **ACCEPTED BY:** _____
(Seller) (Date) (Seller) (Date)

84. Address: _____ Address: _____

85. _____

86. Phone: _____ Phone: _____

87. Seller's Social Security #: _____ Seller's Social Security #: _____

89. **FAIR HOUSING NOTICE**

90. I understand that I may not refuse to sell, or discriminate in the terms, conditions or privileges of sale, to any person due to their
91. race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, handicap, whether physical or
92. mental, sexual orientation or family status. I understand further that local ordinances may include other protected classes.

93. **ADDITIONAL NOTICES AND TERMS**

94. As of this date I have not received notices from any municipality, government agency or homeowner's association about
95. the Property that I have not told You about, and I agree to promptly tell You of any notices of that type that I receive.

96. This shall serve as my written notice granting You permission to obtain mortgage information (e.g., mortgage balance, interest
97. rate, payoff and/or assumption figures, etc.) regarding any existing financing on this property. A copy of this document shall
98. be as valid as the original.

99. If either You or I bring an action for enforcement of this Agreement, the prevailing party in such action shall be entitled to
100. recover all costs and expenses, including all reasonable attorneys' fees and court costs.