

M.L.S., INC.

A wholly owned Subsidiary of the Northwest Louisiana Association Of Realtors. M.L.S., Inc. is not a party to this agreement.

Exclusive Right to Sell Listing Agreement

The undersigned Owners(s) exclusively lists and places with the undersigned Real Estate Broker (hereinafter referred to as "Broker") for sale or lease as indicated, upon the terms as indicated, the real estate municipally described as:

Address: _____ City: _____ State: _____ Zip: _____
Legal Description: _____

Including all buildings, components, and fixtures, except those specifically noted in writing, located on the property as of the listing date.

Definitions

"Owner" shall mean all owners. "Purchase" "sale" and "sold" shall refer to any sale, lease, exchange or transfer of ownership or interest in the property. "Purchaser" shall mean any buyer, lessee, or exchange recipient.

Owner(s): _____

Mailing Address: _____

Phone Number(s): _____

List Price: _____ Listing Beginning Date: _____ Listing Ending Date: _____

Employment of Broker shall continue through the listing ending date, unless a purchase agreement is in effect, in which case the employment shall continue until that purchase agreement has closed.

Broker's Compensation

If sold: _____ (% pf flat fee) of the gross sales price.

If leased: _____ (Addendum may accompany).

Broker's compensation is fully earned when:

1. The property is contracted to be purchased, at the listing price or any other price to which Owner may agree, during the term of this agreement or any extensions thereof, regardless of (A) who negotiates the agreement, or (B) the identity of the purchaser with whom this agreement is reached;
2. The Broker produces a signed offer from a party ready, willing and able to purchase, on the terms herein described even if Owner(s) rejects the offer;
3. The property is sold or exchanged by Seller within a period of 180 Days (Broker Protection Period) following the term or the cancellation of this Contract or any extensions thereof to anyone to whom the property was presented during the term of this contract. However, this provision shall not apply if Seller has entered into a valid written listing agreement with another licensed real estate broker during this protection period.

Owner agrees to:

1. Provide complete information to Broker regarding the ownership of the property. Owner represents, to the best knowledge of Owner, that the Owner named above is/are the sole entities currently having an ownership interest in the property.
2. Provide such other information regarding the property as Broker may reasonably request. This includes but is not limited to tax assessments and charges, current or pending liens or assessments, and knowledge of hidden defects. Owner represents that, to Owner's knowledge, there are no undisclosed defects in the property, and that the title is good, valid, merchantable and qualifies for title insurance, containing only normal and usual exceptions, such as those relating to public utility servitudes and restrictions and/or homeowner's association covenants.
3. Cooperate fully and not to obstruct the sale of the property during the term of this agreement.
4. Immediately refer to Owner's Designated Agent all prospective purchasers or brokers/agents who contact Owner for any reason and to provide Owner's Designated Agent with their names and addresses.

Sellers Initials: _____ / _____

Additional Stipulations

1. This listing will be filed with MLS, Inc. to be referred to its members, so that such members may procure or attempt to procure a purchaser for the property, and Broker is further authorized to provide timely notice of status changes of the listing to the MLS and to provide sales information, including selling price to the MLS upon sale of the property.
2. After 180 days from the listing beginning date, Broker agrees to cancel this contract within 10 days of Owner's written request.
3. Broker is authorized to accept a deposit on the property and owner acknowledges that in the event of a disputed deposit the Broker will deal with the disputed funds in accordance with Louisiana Real Estate Commission requirements at the time that the dispute becomes known to Broker.
4. Broker is authorized to instruct the closing notary to withhold and disburse, from the Owner's funds at closing, the compensation due Broker.
5. In the event that the property is leased or rented to the ultimate Purchaser, the Broker Protection period shall extend to days following the termination of the lease or rental period.
6. Should Broker file suit for non-payment of commission, Broker shall also be entitled to recover reasonable attorney fees and costs from Owner, including the reasonable charges of experts.
7. This agreement is binding upon the heirs, successors, and assigns of Owner and Broker.
8. Broker is authorized to provide copies of the Property Condition Disclosure form and the M.L.S. Property Data Sheet to interested parties, and Broker is held harmless and indemnified by Owner for any misrepresentations thereof.
9. The property will be offered, shown, and made available in accordance with Federal Fair Housing Law.
10. This agreement may be signed in counterparts, and each counterpart will be considered an original, but all of which, when taken together shall constitute one instrument. The transmission or receipt of a facsimile (fax) or other electronic transmission of this agreement shall have the same effect as a paper documentation, and manual signatures and initials.
11. Additional provisions: Owner(s)/Seller(s) authorize David Realty Company to determine commission percentage split with other Shreveport-Bossier Board of Realtors and to exclude out-of-MLS brokers from fees. Owner(s)/Seller(s) also authorize David Realty Company to place property on computerized system of public access (Internet) to promote and enhance sale of same and authorize all MLS brokers who participate in Internet Data Exchange to publish property on broker's web sites.

Agency Disclosure

Broker designates _____ as the Seller's Designated Agent(s), the only legal agent(s) of the Owner. Owner is advised that all potential purchasers will be represented by the Agent with whom they are working, regardless of their brokerage affiliation. Owner is advised to refrain from discussing the terms upon which Owner might sell or Owner's motivation for selling with anyone other than the Designated Agent(s). Broker reserves the right to name additional Designated Agents when, in Brokers discretion, it is necessary. Owner recognizes that the Designated Agent will attempt to interest Purchaser clients in the property, and that this will, with subsequent written consent of Purchaser and Owner, constitute "Disclosed Dual Agency."

Owner represents that the property was built before 1978 Yes No Unknown. If yes, or unknown, provide Lead Based Paint Disclosure.

Broker is authorized to:
 Advertise property including internet: Yes No.

Place For Sale sign on property: Yes No.

Place keysafe on property: Yes No and holds Broker and Associates harmless from any responsibility or liability in connection therewith.

If the Broker participates in Internet Data Exchange (which allows MLS Brokers to publish listings of other MLS Participants on their website(s)), owner authorizes all MLS Brokers who participate in internet Data Exchange to publish their property on the Broker's websites: Yes No.

Owner acknowledges receipt of a copy of this contract, attachments/addendums thereto, and the Agency disclosure form.

Company: _____
Owner's Signature Date Signed

Address: _____

By: _____
Owner's Signature Date Signed