

**EXCLUSIVE RIGHT TO SELL
LISTING CONTRACT**

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Date _____

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1 **DEFINITIONS:** This Contract involves the property located at _____
2 _____, legally described as _____
3 _____ (Property).
4 "I" means _____ (Seller).
5 "You" means _____ Lakes Sotheby's International Realty (Broker).

6 **LISTING:** I give You the exclusive right to sell the Property for the price of \$ _____, upon the following
7 terms: _____
8 _____. This Contract starts _____, and ends
9 at 11:59 p.m. on _____. In exchange, You agree to list and market the Property
10 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
11 of a Multiple Listing Service (MLS), and if You are, You shall give information to MLS concerning the Property. You
12 may place information on the Internet concerning the Property. I shall notify You of relevant information important to
13 the sale of the Property. If You sell the Property, You may notify MLS and member REALTORS® of the price and terms
14 of the sale. I understand that this Contract DOES NOT give You authority to rent or manage my property.

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

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

27 **YOUR COMPENSATION:**

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

30 I shall pay You, as your compensation, _____ percent (%) of the selling price or \$ _____,
31 whichever is greater, and a broker's administrative commission of \$250.00, if I sell or agree to sell the Property before
32 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
34 and terms required in this Contract, but I refuse to sell, I shall still pay You the same compensation. I agree to pay
35 your compensation whether You, I or anyone sells the Property. I hereby permit You to share part of your compensation
36 with other real estate brokers, including brokers representing only the buyer. I agree to pay your compensation in full
37 upon the happening of any of the following events:

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

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41 Property located at _____.

42 If, within _____ days (*not to exceed six (6) months*) after the end of this Contract, I sell or agree to sell the
43 Property to anyone who:

- 44 (1) during this Contract made inquiry of me about the Property and I did not tell You about the inquiry; or
45 (2) during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
46 or by contacting You or the licensee involved or was physically shown the Property by You and whose name
47 and address is on a written list You give me within 72 hours after the end of this Contract; then I shall still pay
48 You your compensation, even if I sell the Property without your assistance. I understand that I do not have to pay
49 your compensation if I sign another valid listing contract for this Property after the expiration of this Contract, under
50 which I am obligated to compensate another licensed real estate broker.

51 To secure the payment of your compensation I hereby assign to You the proceeds from the sale of my Property in an
52 amount equal to the compensation due You under this Contract.

53 **CLOSING SERVICES:**

54 **NOTICE:** THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR REAL ESTATE CLOSING AGENT
55 HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
56 REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

57 After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. I understand
58 that no one can require me to use a particular person in connection with a real estate closing and that I may arrange
59 for a qualified closing agent or my attorney to conduct the closing. I understand that I may be required to pay certain
60 closing costs which may effectively reduce the proceeds from the sale.

61 My choice for closing services.

62 (*Initial one.*)

63 _____ I wish to have You arrange for the closing.
64 (Seller) (Seller)

65 _____ I shall arrange for a qualified closing agent or my attorney to conduct the closing.
66 (Seller) (Seller)

66 **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
67 components of a property which I may wish to investigate prior to selling the Property.

68 **AGENCY REPRESENTATION:** If a Buyer represented by Broker wishes to buy the Seller(s) property, a dual agency will
69 be created. This means that Broker will represent both the Seller(s) and the Buyer(s), and owe the same duties to
70 the Buyer(s) that Broker owes to the Seller(s). This conflict of interest will prohibit Broker from advocating exclusively
71 on the Seller(s) behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,
72 the Seller(s) will need to agree that confidential information about price, terms, and motivation will still be kept confidential
73 unless the Seller(s) instructs Broker in writing to disclose specific information about the Seller(s). All other information
74 will be shared. Broker cannot act as a dual agent unless both the Seller(s) and the Buyer(s) agree to it. By agreeing
75 to a possible dual agency, the Seller(s) will be giving up the right to exclusive representation in an in-house transaction.
76 However, if the Seller(s) should decide not to agree to a possible dual agency, and the Seller(s) wants Broker to
77 represent the Seller(s), the Seller(s) may give up the opportunity to sell the property to Buyers represented by
78 Broker.

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

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

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

85 Real Estate Company Name: _____

86 By: _____ Date: _____
(Licensee)

87 Seller: _____ Seller: _____

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88 Property located at _____.

89 **CERTIFICATION INDIVIDUAL TRANSFEROR:** Section 1445 of the Internal Revenue Code provides that a
90 transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the
91 transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller) is a
92 foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real
93 Property Tax Act (FIRPTA) will be fulfilled.

94 **Seller(s) states and acknowledges the following:**

95 I am a citizen of the United States or, if a corporation, partnership or other business entity, duly incorporated in the
96 United States or, if a partnership or business entity, formed and governed by the laws of the United States:

97 Yes No

98 If "No," please state country of citizenship, incorporation or the like: _____

99 _____

100 Under the penalties of perjury I declare that I have examined this certification and, to the best of my knowledge and
101 belief, it is true, correct and complete.

102 **FAIR HOUSING NOTICE:** I understand that I shall not refuse to sell, or discriminate in the terms, conditions or privileges
103 of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status with regard
104 to public assistance, handicap (whether physical or mental), sexual orientation or family status. I understand further
105 that local ordinances may include other protected classes.

106 **ADDITIONAL NOTICES AND TERMS:** As of this date I have not received notices from any municipality, government
107 agency or unit owners' association about the Property that I have not told You about, and I agree to promptly tell You
108 of any notices of that type that I receive.

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

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

114 **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its licensees to contact Seller by mail, phone,
115 fax, e-mail or other means of communication during the term of this Agreement and anytime thereafter.

116 **COMPENSATION DISCLOSURE:** Your compensation to cooperating brokers shall be as specified in the Multiple
117 Listing Service unless You notify me otherwise in writing.

118 **ACCEPTED BY:** _____ **BY:** _____
(Real Estate Company Name) (Licensee)

119 Date Signed: _____

120 **ACCEPTED BY:** _____ **ACCEPTED BY:** _____
(Seller) (Date) (Seller) (Date)

121 Address: _____ Address: _____

122 _____

123 Phone: _____ Phone: _____