

LISTING AGREEMENT



1 (a) **SELLER NAME(S):** _____

2 (b) **LISTING COMPANY NAME:** _____

3 (c) **DESIGNATED AGENT NAME:** _____

4 (d) **LISTED PROPERTY ADDRESS and/or DESCRIPTION:** _____

5 _____, _____ County, Tennessee.

6 (e) **LISTING PRICE:** \$ _____, _____ Dollars.

7 (f) **LENGTH OF AGREEMENT:** This Listing Agreement begins on the date signed by Seller below, and expires on the following
8 **Expiration Date:** _____ at 11:59 PM, or at the closing of the sale if closing occurs earlier. This Agreement
9 will automatically extend through the termination date of any written offers or counteroffers, or through the contract pending
10 period if a sales contract is entered into. The Listing Company may terminate this Agreement at any time with written notice to
11 the Seller. If, within thirty (30) calendar days after the expiration date, the Seller should contract to sell the property to any
12 buyer who has been introduced, directly or indirectly, during the active term of this Agreement, Seller agrees to pay the
13 commission stated below, *unless* the property has been re-listed with another company at the time of such contract.

14 (g) **REAL ESTATE SERVICES AND COMMISSION:** The Listing Company agrees to use reasonable marketing efforts to
15 locate a qualified buyer for the property, to present and negotiate all offers, and to assist the Seller throughout the transaction.
16 In consideration of the services provided by the Listing Company, the Seller agrees to pay a **total commission of** _____%
17 **of the sales price** to the Listing Company if the property is sold, payable at the time of closing. If optioned, traded, lease
18 purchased, or otherwise conveyed, commission will be paid at closing, unless amended in writing.

19 (h) **EXCLUSIVE RIGHT TO SELL:** Seller gives the Listing Company the *Exclusive Right to Sell* the property (Listing Company
20 becomes the agent of the seller and is entitled to a commission on the sale of the listed property to *any* party). The Listing
21 Company authorizes the Designated Agent named above to act as the exclusive *Designated Agent for the Seller*.

- 22 h1. Seller has no listing agreement, seller agency agreement, pending offers or contracts in effect with any other real estate company.
- 23 h2. If another licensee of the Listing Company, or a licensee with any other real estate company, is working with a buyer as a
24 buyer's agent or as a facilitator, Seller authorizes the Listing Company to offer a buying-side commission of 3% of the sales
25 price (**included** in the total commission above). Such compensation does not change the other licensee's agency status.
- 26 h3. If the Designated Agent prepares an offer for a buyer represented by the Designated Agent, or from an unrepresented buyer
27 who requests equal status in the transaction, Seller agrees that the Designated Agent's status will change to that of facilitator
28 with respect to both parties on, and only on, any transaction with that particular buyer.
- 29 h4. In no case will the Listing Company or the Designated Agent be considered to be a dual agent.
- 30 h5. Seller agrees to cooperate in completing disclosures, disclaimers and forms required by the Listing Company, and in furnishing
31 necessary financial information, and will read and sign (A) the *ADVISORY TO BUYERS AND SELLERS* (Disclaimer Notice), and
32 (B) the *CONFIRMATION OF AGENCY STATUS, PERSONAL INTEREST DISCLOSURE AND DUTIES OF A REAL ESTATE LICENSEE* form, and
33 (C) a *TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE, OR EXEMPTION NOTIFICATION, OR DISCLAIMER STATEMENT*.
- 34 h6. Seller authorizes the Listing Company to list the property in the Multiple Listing Service (MLS). Seller represents that
35 property information provided is correct, and will review the MLS printout and the showing instructions for accuracy.
- 36 h7. Seller gives permission for the Listing Company to advertise the property, to place a "For Sale" sign, to schedule showings at
37 reasonable hours, to install a lockbox, to take and distribute photos, and to perform other such marketing duties.
- 38 h8. Seller authorizes the Listing Company to accept and hold earnest money deposits on behalf of Seller.
- 39 h9. Seller will convey property by warranty deed free and clear of all liens.
- 40 h10. If residence is on a septic system: To the best of Seller's knowledge, septic system is legally permitted for ____ number of bedrooms.
- 41 h11. Seller understands optional Home Protection Plans are available which may offer protective coverage both before and after the sale.
- 42 h12. The property is offered without regard to race, color, religion, sex, handicap, familial status, sexual orientation, or national origin.

43 (i) **OTHER TERMS AND EXEMPTIONS:** _____
44 _____
45 _____
46 _____
47 _____

48 **Seller certifies that all authorized parties required to lawfully bind a Purchase and Sale Agreement are signing this Agreement:**

49 **X** _____ **X** _____
Seller Signature *Date & Time* *Seller Signature* *Date & Time*

50 **X** _____
Designated Agent Signature *Date & Time*