

**Listing Contract Clauses for Inclusion in the Listing Contract  
Dated \_\_\_\_\_.**

- 1. The following clauses take precedence and supercede any conflicting terms that exist in the listing contract that You provided to me.**
- 2. You shall NOT engage in dual agency or designated agency (also called multiple representation arrangements) – both are conflictive relationships that are harmful to the client and obstruct the purpose of this contract. You WILL NOT ask me to sign any multiple representation consent forms. Any written multiple representation consent forms that you have gotten me to sign WILL NOT be used as evidence against me to show that I gave my informed consent to multiple representation. If a multiple representation situation arises, you will refer the buyer to another broker and continue to represent only me in my transaction (called Single Agency). This Agreement will take precedence over all multiple representation consent forms including those executed subsequent to this Agreement. Your duties to me shall survive this contract and the closing of this property.**
- 3. Broker will place a professional picture advertisement in the MLS with \_\_\_\_\_ hours (not to exceed 24 hours) of signing this Agreement and in other websites as follows: zillow.com, Realtor.com, Trulia.com, Yahoo!RealEstate, MSN Real Estate, craigslist.com, Neighborcity.com and others: \_\_\_\_\_  
\_\_\_\_\_. You will conduct aggressive advertising and marketing as described in the attached Marketing Addendum that you will create and attach to this Agreement prior to signing.**
- 4. If the Licensee/Salesperson leaves the Brokerage Firm, I have the option of immediately terminating this contract.**
- 5. You (broker) will pay the buyer or the buyer's broker (buyer's choice) \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_ as a flat fee (strike payment method not used). If**

this money is paid to the buyer, then this money must be disclosed to the buyer's lender and the money may be used by the buyer to pay for compensation to Buyer's Broker, closing costs or to reduce the purchase price of the house. This compensation will be advertised as an offer of compensation to the Buyer Broker in the MLS and to the public in the Public Remarks section of the MLS and all other advertisements in which you exhibit My property (You will use the below disclosure). The Following Disclosure Will Be Used in the Public Remarks section of the MLS and all other advertisements in which You exhibit My property: "Disclosure: The Listing Broker has offered the following compensation to buyer brokers or buyers upon a successful closing of the transaction. \$\_\_\_\_\_ %." (Fill in the amount)

6. I will pay You, the broker (it is illegal to pay the salesperson directly) (PICK ONE) \_\_\_\_\_ % of the purchase price OR \$\_\_\_\_\_ as a flat fee (strike payment method not used). Compensation will be payable upon the full performance of Your duties and after a successful closing of the transaction and sale of the property. I do NOT agree to pay any Administrative Fee or extra fees or commissions to you other than as stated above.

7. You will place a professional picture advertisement in the MLS with \_\_\_\_\_ hours (not to exceed 24 hours) of signing this Agreement and in other websites as follows: zillow.com, Realtor.com, Trulia.com, Yahoo!RealEstate, MSN Real Estate, craigslist.com, Neighborcity.com and others:\_\_\_\_\_

\_\_\_\_\_. You will conduct aggressive advertising and marketing as described in the attached Marketing Addendum that you will create and attach to this Agreement prior to signing.

8. I own all pictures (even if you take them or hire someone else to take them), data and information regarding the Property. You (broker) will not claim a copyright on any of this information and will encourage others to freely use this data to market the Property.

**9. You (broker) will not recommend to me any ancillary or affiliated services or products like appraisal, title insurance, closing, legal, home inspection, home warranty or other services. Instead, if you feel such services or products are of benefit to me, you will diligently research third party providers on my behalf and make recommendations to me of providers that are not affiliated with your firm or you.**

**10. You (broker) will NOT hold open houses. Open houses are a proven ineffective seller marketing tool and put my property at risk to thieves and other security problems.**

**11. You (broker) will not attempt to place a lien on my title or my proceeds in order to collect your compensation. You will not have nor seek an assignment of the sales proceeds to secure payment of your compensation.**

**12. You (broker) are NOT authorized to collect or pay any referral fees in my transaction or receive any other compensation offered to you (Broker or Agent) by anyone else related to this transaction unless such fees are immediately disclosed, collected and paid to Me.**

**13. You (broker) will NOT ask me to sign an Arbitration or Mediation Agreement with You or the buyer. You will NOT provide me legal advice on this topic.**

**14. You (broker) will be present for all showings of my property. You will not allow other brokers to visit my property unaccompanied. You will make sure that whomever is present at showings is familiar with the selling points of my property and is appropriately licensed.**

**15. You are not authorized to receive any other forms of compensation other than the one commission or flat fee described above. For example, neither you, nor any of your affiliates, shall collect any fees for filling out a home warranty application, selling me title insurance or referrals. If you violate this clause and disobey these directions, you agree that such act will constitute self dealing and that at a minimum you agree to forfeit your entire fee.**

**16. You agree to verify the lot dimensions and square footage measurements (of building and rooms) prior to marketing my property.**

\_\_\_\_\_

**Seller**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Seller**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Broker**

\_\_\_\_\_

**Date**