

**LISTING CONTRACT
EXCLUSIVE RIGHT TO SELL REAL ESTATE**

1 **BROKER (Company)** _____

2 **LICENSEE(S)** _____

3 **SELLER** _____

4 **Does Seller have a Listing Contract with another Broker?** Yes No

5 **If yes, explain:** _____

6 _____

7 **1. PROPERTY** **LISTED PRICE \$** _____

8 Address _____

9 Municipality (city, borough, township) _____

10 County _____ School District _____

11 Zoning _____ Present Use _____

12 Identification (Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) _____

13 _____

14 **2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")**

15 This Contract starts on the date the Seller and Broker/Licensee sign the Contract, unless otherwise stated here: _____.

16 This Contract ends one year from the starting date unless a sale is being negotiated. In that case the Broker/Licensee will continue to
17 represent the Seller until all negotiations end or settlement occurs. Either Seller or Broker/Licensee can end this Contract on or after
18 180 days from the starting date by giving 30 days written notice.

19 **3. DUAL AGENCY**

20 Seller agrees that Broker may also represent the buyer(s) of the Property. The Broker is a DUAL AGENT when representing both
21 Seller and the buyer in the sale of a property.

22 **4. DESIGNATED AGENCY**

23 Broker may designate licensees to represent the separate interests of Seller and the buyer. Licensee (identified above) is the Designated
24 Agent, who will act exclusively as the Seller Agent. If Property is introduced to the buyer by a licensee in the Company who is not
25 representing the buyer, then that licensee is authorized to work on behalf of Seller. If Licensee is also the Buyer's Agent, then Licensee
26 is a DUAL AGENT.

27 **5. BROKER'S FEE**

28 The Broker's fee is six percent (6%), seven percent (7%), eight percent (8%) of the gross sale price and \$ _____, paid
29 by the Seller at the time of settlement.

30 **6. COOPERATION WITH OTHER BROKERS**

31 Licensee has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay
32 from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:

33 A. represents Seller (SUBAGENT). Broker will pay _____ of/from the sale price.

34 B. represents the buyer (BUYER'S AGENT). Broker will pay _____ of/from the sale price.

35 **A Buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.**

36 C. does not represent either Seller or a buyer (TRANSACTION LICENSEE).
37 Broker will pay _____ of/from the sale price.

38 **7. PAYMENT OF BROKER'S FEE**

39 A. **Seller will pay Broker's Fee if Property, or any ownership interest in it, is sold or exchanged during the term of this
40 Contract by Broker, Broker's salespersons, Seller, or by any other person or broker, at the listed price or any price accept-
41 able to Seller.**

42 B. Seller will pay Broker's Fee if a ready, willing, and able buyer is found by Broker or by anyone, including Seller. A willing buyer
43 is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller.

44 C. Seller will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale.

45 D. Seller will pay Broker's Fee for a sale that occurs after the Ending Date of this Contract IF:

46 (1) The sale occurs within one year of the Ending Date, AND

47 (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND

48 (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

49 E. If a buyer signs an agreement of sale then refuses to buy the Property, or if a buyer is unable to buy the Property because of failing
50 to do all the things required of the buyer in the agreement of sale (buyer default), Seller will pay Broker one half (50%) of/from
51 buyer's deposit monies, OR the Broker's Fee in Paragraph 5, whichever is less.

52 F. If the Property or any part of it is taken by any government for public use (Eminent Domain), Seller will pay Broker's Fee from
53 any money paid by the government.

54 G. If a sale occurs, Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property
55 is transferred by an installment contract, Broker's Fee will be paid upon the execution of the installment contract.

56 _____

57 **8. DUTIES OF BROKER AND SELLER**

- 58 A. Broker is acting as a Seller's Agent, as described in the Consumer Notice, to market the Property and to negotiate with poten-
59 tial buyers. Broker will use reasonable efforts to find a buyer for the Property.
60 B. Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
61 C. All showings, negotiations and discussions about the sale of the Property will be done by Broker on Seller's behalf. All written
62 or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
63 D. If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are
64 oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
65 E. Seller will not enter into or renew any leases during the term of this Contract without first giving notice to Broker.
66 F. Seller will make the Property accessible to Brokers, licensees and any potential buyers as long as an appointment has been made
67 at a reasonable time before the inspection.

68 **9. BROKER'S SERVICE TO BUYER**

69 Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to:
70 deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services;
71 ordering insurance, construction, repair, or inspection services. Broker will disclose to Seller if any fees are to be paid by Buyer.

72 **10. BROKER LIABILITY**

- 73 A. By entering into this Contract the Seller waives important rights. Seller agrees that the maximum liability of Broker to the
74 Seller under any theory (including, but not limited to, fraud, misrepresentation, breach of contract, or personal injury) is
75 limited to a refund of commission paid by Seller or owed by Seller under the Listing Contract. Seller cannot recover
76 punitive damages, treble, consequential, indirect or special damages or attorney's fees. Seller agrees not to make, and to
77 waive to the fullest extent allowed by law, any claim for damages, other than direct compensatory damages as limited above.
78 B. Seller agrees that Broker and Broker's salespersons are not responsible for any damage to the Property or any loss or theft of
79 personal goods from the Property unless such damage, loss or theft is directly caused by Broker or Broker's salespersons.

80 **11. DEPOSIT MONEY**

- 81 A. Broker, or any person Seller and the buyer name in the agreement of sale, will keep all deposit monies paid by or for the buyer
82 in an escrow account until the sale is completed or the agreement of sale is terminated. If held by Broker, this escrow account
83 will be held as required by real estate licensing laws and regulations. Seller agrees that the person keeping the deposit monies
84 may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
85 B. If Seller joins Broker or Licensee in a lawsuit for the return of deposit monies, Seller will pay Broker's and Licensee's attor-
86 neys' fees and costs.
87 C. If the transaction is terminated without completing settlement, the Broker must receive clear written instructions, agreed to in
88 writing by all parties, to release the money held in escrow. If the Seller and buyer cannot agree, the Broker may turn the money
89 over to the court and ask the court to resolve the dispute. Broker shall have no liability if the deposit is released based on written
90 instructions from Seller and buyer or paid to the court.

91 **12. OTHER PROPERTIES**

92 Seller agrees that Broker may list other properties for sale and that Broker may show other properties to prospective buyers.

93 **13. CONFLICT OF INTEREST**

94 A conflict of interest is when Broker or Licensee has a financial or personal interest where Broker or Licensee cannot put Seller's interests
95 before any other. If Broker, Licensee, or any of Broker's salespeople has a conflict of interest, Broker will notify Seller in a timely manner.

96 **14. PUBLICATION OF SALE PRICE**

97 Seller is aware that the Multiple Listing Service (MLS), newspapers, and other media may publish the final sale price of the
98 Property after settlement.

99 **15. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS**

- 100 A. Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or
101 environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:
102 (1) is a possible danger to those living on the Property, or
103 (2) has a significant, adverse effect on the value of the Property.
104 The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a struc-
105 tural element, system or subsystem is not by itself a material defect.
106 B. If Seller fails to disclose known material defects and/or environmental hazards:
107 (1) Seller will not hold Broker or Licensee responsible in any way;
108 (2) Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result;
109 (3) Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments
110 or settlements (money Broker or Licensee pays to end a lawsuit or claim).

111 **16. IF PROPERTY WAS BUILT BEFORE 1978**

112 The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an
113 EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the sell-
114 er knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer
115 how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-
116 based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and
117 lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller

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118 has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings
119 in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of
120 time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the
121 property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the
122 assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint
123 hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

124 **17. RECOVERY FUND**

125 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
126 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays
127 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund,
128 call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

129 **18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

130 Federal and state laws made it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION, or RELIGIOUS CREED,
131 SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL
132 ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR
133 ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show or rent proper-
134 ties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

135 **19. ADDITIONAL OFFERS**

136 Unless prohibited by Seller, if Broker is asked by a buyer or cooperating broker about the existence of other offers on the Property,
137 Broker will reveal the existence of other offers and whether they were obtained by the Licensee identified in this Contract, by another
138 Licensee working with Broker, or by a cooperating Broker. In the event a Licensee represents more than one buyer who each has
139 made an offer to purchase the Property it is agreed that Licensee will disclose to each buyer the existence of each such offer. Once
140 Seller enters into an agreement of sale, Broker is not required to present any further offers.

141 **20. TRANSFER AND TERM OF THIS CONTRACT**

142 A. Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker when:

- 143 (1) Broker stops doing business, OR
144 (2) Broker forms a new real estate business, OR
145 (3) Broker joins his business with another.

146 Seller agrees that Broker may transfer this Contract to another broker. Broker will notify Seller immediately in writing when a transfer
147 occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this Contract with the new broker.

148 B. Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all owners
149 will follow the requirements of this Contract.

150 C. The terms and length of the business relationship, the fees and the range of services that Broker will provide are determined as
151 a result of negotiations between Broker and Seller and have not been recommended by any association of REALTORS®.

152 **21. NO OTHER CONTRACTS**

153 Seller will not enter into another listing contract with another broker that begins before the Ending Date of this Contract.

154 **22. ENTIRE CONTRACT**

155 This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a
156 part of this Contract.

157 **23. CHANGES TO THIS CONTRACT**

158 All changes to this Contract must be in writing and signed by Broker and Seller.

159 **24. SPECIAL INSTRUCTIONS**

160 The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any
161 special conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

162 **25. COPYRIGHT**

163 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive,
164 world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property
165 and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs,
166 images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property.
167 This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations
168 of listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any
169 purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive
170 the ending of this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller.
171 Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the
172 rights, including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal
173 right to any works that Broker may produce using the Materials.

174 **26. MARKETING OF PROPERTY**

- 175 A. Where permitted, Broker, at Broker's option may use for sale signs and sold signs, may maintain a key in the office and/or a lock box at
176 the property, may use both print and electronic advertising, including photographs, and may display the Property address in advertising.
177 B. Broker will use a Multiple Listing Services (MLS) to advertise the Property to other real estate brokers and salespersons. Seller agrees that
178 Broker, Licensee and the MLS are not responsible for mistakes in the MLS and/or advertising of the Property.

- 179 C. A home warranty can help to market the Property and protect the Seller from the cost of a failure of a home's major systems and appliances
 180 (optional) while the Property is listed for sale. At settlement the warranty can be assigned to the buyer with the protection continued for
 181 one year. The Seller may request information about the Coldwell Banker Preferred home warranty program from the Licensee.
 182 D. Through Broker Reciprocity, other brokers may display information about the Property on their web sites. Seller has the right to control
 183 this information including whether the property or its address may be displayed, comments about the property may be displayed, or
 184 estimates of the market value may be displayed. Seller must opt-out in writing in order to prohibit brokers, including Coldwell Banker
 185 Preferred, from displaying any or all of this information.

186 **27. ITEMS INCLUDED/NOT INCLUDED IN THE PRICE OF THE PROPERTY**

- 187 A. INCLUDED in the sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; radiator
 188 covers; lighting fixtures (including chandeliers and ceiling fans); pool and spa equipment (including covers and cleaning equipment);
 189 electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; unpotted shrubbery,
 190 plantings, and trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; smoke detectors and carbon
 191 monoxide detectors; sump pumps; storage sheds; fences, mailboxes; wall to wall carpeting; existing window screens; storm windows and
 192 screen/storm doors; window covering hardware, shades and blinds; awnings; built-in air conditioners; built-in appliances; and the
 193 range/oven, unless otherwise stated; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also
 194 included: _____
 195 B. LEASED items (not owned by seller): _____
 196 _____
 197 C. EXCLUDED fixtures and items: _____

198 **ADDITIONAL INFORMATION (OPTIONAL)**

199 **TITLE & POSSESSION**

- 200 A. Seller will give possession of Property to a buyer at settlement, or on _____. At settlement Seller will give
 201 full rights of ownership, free and clear of debt, to Buyer. Seller represents that they have or will have sufficient funds to complete
 202 settlement and pay all settlement costs. At the time of execution of this agreement, Seller has not been made aware of the need to seek
 203 court approval, and any other approval, from any other source, to enter into a binding and legally enforceable agreement of sale for the
 204 Property.
 205 B. At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:
 206 (1) Mineral Rights Agreements: _____
 207 (2) Other: _____
 208 C. Seller has:
 209 Mortgage with: _____ Amount of balance \$ _____
 210 Address: _____ Phone: _____ Acct. #: _____
 211 Equity Loan with: _____ Amount of balance \$ _____
 212 Address: _____ Phone: _____ Acct. #: _____
 213 Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).
 214 D. Seller has: Judgments Municipal Assessment Past Due Taxes Other: _____
 215 \$ _____ \$ _____ \$ _____ \$ _____
 216 E. If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order on record in any Pennsylvania
 217 county, list the county and the Domestic Relations Number or Docket Number: _____

218 **TAXES, UTILITIES, & ASSOCIATION FEES**

- 219 A. At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____
 220 _____
 221 B. Real Estate Property Tax Assessment \$ _____ Yearly Taxes \$ _____
 222 Wage/Income Tax \$ _____ Per Capita Tax \$ _____
 223 C. Estimated Utilities (trash, water, sewer, electric, gas, oil, etc.): _____
 224 _____
 225 D. Association Fees \$ _____ Include: _____

226 **BUYER FINANCING** Seller will accept the following arrangements for buyer to pay for the Property:

- 227 Cash Conventional mortgage FHA mortgage VA mortgage
 228 Seller's help to buyer (if any): _____

229 **Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

230 **Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed below.**

231 **Seller has read the entire Contract before signing. All Sellers must sign this Contract.**

232 **Return by facsimile (FAX) constitutes acceptance of this Contract.**

233 **NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A REAL ESTATE ATTORNEY.**

234 **SELLER'S MAILING ADDRESS:** _____

235 _____

236 **PHONE:** _____ **FAX:** _____ **E-MAIL:** _____

237 **SELLER** _____ **DATE** _____

238 **SELLER** _____ **DATE** _____

239 _____

240 **BROKER (Company Name)** _____

241 **ACCEPTED BY** _____ **DATE** _____