

**PROPERTY ADDRESS:** \_\_\_\_\_ **CITY, STATE** \_\_\_\_\_

**1. Exclusive Right to Sell.** In consideration for the services to be rendered by the BROKER designated below, the undersigned SELLER hereby grants to BROKER's FIRM designated below the exclusive right to sell the property located at the address set forth above and more particularly described on the RMLS™ Listing Data Input Form hereto attached (the "Property").

This listing is (check one):

AN ACTIVE LISTING (ACT). Date marketing to begin is \_\_\_\_\_, \_\_\_\_\_, which will be the List Date published in RMLS™. No Marketing may occur before such date.

COMING SOON-NO SHOWING LISTING (CSN). Will automatically convert to ACT on first date for showing and Date marketing to begin on \_\_\_\_\_, \_\_\_\_\_ (not more than 21 days from date of this agreement). Property will be shown in RMLS™ as CSN status and is subject to certain marketing restrictions, as provided in the RMLS™ Rules and Regulations, including a prohibition against any showings and Internet advertising. A sign and flyer including the phrase "Coming Soon" may be placed on the Property.

EXCLUDED FROM MLS. The property will not be submitted to, or published in, RMLS™. The Authorization to Exclude from MLS Addendum must be completed and submitted to RMLS™.

For purposes of this Section, Marketing includes, but is not limited to, placing any yard sign, social media or internet exposure, publication in RMLS™, broker tours, showings and direct marketing to any other real estate professionals or consumers.

If any such marketing is to occur before RMLS™ publication, the Authorization to Exclude from MLS Addendum must be completed and submitted to RMLS™. SELLER further allows BROKER's FIRM a reasonable time after termination of this Agreement to close any transaction on which earnest money is then deposited. No extension or renewal of this Agreement shall

be effective unless it is in writing signed by SELLER and authorized signatory of BROKER's FIRM.

**2. Term.** This Agreement is effective when signed, and shall terminate at 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_. ~~Date marketing to begin is \_\_\_\_\_, \_\_\_\_\_, which will be the List Date published in RMLS™. Marketing includes, but is not limited to, placing any yard sign, social media or internet exposure, publication in RMLS™, broker tours and direct marketing to any other real estate professionals or consumers. If any such marketing is to occur before RMLS™ publication, the Authorization to Exclude from MLS Addendum must be completed and submitted to RMLS™. SELLER further allows BROKER's FIRM a reasonable time after termination of this Agreement to close any transaction on which earnest money is then deposited. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and authorized signatory of BROKER's FIRM.~~

**3. Right to Compensation.** In consideration for the services herein described, SELLER shall pay BROKER's FIRM the brokerage fee set forth in Section 16 below if BROKER's FIRM or any cooperating broker, including, but not limited to, a buyer's broker: (a) finds a buyer ready and willing to purchase the Property for the price and terms set forth in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER may accept; or (b) places SELLER in contact with a person to whom SELLER sells the Property during the term of this Agreement or within \_\_\_\_\_ (\_\_\_\_) days after termination of this Agreement. In any event, SELLER shall pay the compensation set forth in Section 16 below to BROKER's FIRM if SELLER cancels the authority hereby given or if SELLER sells or agrees to sell the Property during the term of this Agreement or any extension or renewal hereof. Section 3(b) above shall not apply if, following the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate broker and if the application of such section(s) would result in SELLER's liability for more than one brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the event of an exchange, trade or lease option, BROKER's FIRM is permitted to represent and receive compensation from both parties.

**4. Services; Authority.** BROKER will market the Property, and in connection therewith, SELLER hereby authorizes BROKER and BROKER's FIRM to do the following: (a) place a "for sale" sign on the Property and to remove all other similar signs; (b)