

An exclusive right-to-sell listing is the most commonly utilized instrument. It gives the broker the exclusive right to earn a commission by representing the owner and bringing a buyer, either through another brokerage or directly.

On entering into a listing agreement, the broker and their agents are retained and authorized to diligently perform real estate related services on behalf of the client in exchange for payment of a fee. Further, the client retaining the services of a broker may be seeking to acquire an interest in real estate as a: A real estate agent employed by the broker may obtain a listing, but the agent does so while acting on behalf of the broker. The agent has no independent right to enter into or enforce the listing agreement in their name. Through the broker-agent employment agreement, the agent is entitled to share in the fees actually received by the broker on transactions in which the agent participates. Further, an agent providing real estate related services on behalf of a client may not do so independently of their broker. Though a written listing agreement is required to enforce collection of a fee, an oral agreement to perform brokerage services on behalf of a client imposes an agency law obligation on the broker and their agents to act as fiduciaries "no differently than had a writing existed. An agreement employing a broker to purchase or sell real estate, lease a property for over one year or arrange mortgage financing is controlled by contract law. For a broker to enforce a promise from a client to pay a fee, the fee agreement needs to be: The variations usually relate to: An exclusive listing has a specified period of employment set by a mandated expiration date of the employment, such as 90 or days after its commencement. If the broker fails to include an expiration date in an exclusive listing, they face disciplinary action by the California Bureau of Real Estate CalBRE on a complaint. Both types of exclusive listings establish the broker and their agents as the sole licensed real estate representatives of the client. However, these variations are distinguished by whether or not the broker is entitled to a fee when the property is sold or located solely by the efforts of the client. Under an exclusive agency listing, the broker does not earn a fee when the client, acting alone and independent of any other broker or the listing broker, accomplishes the objective of the employment, i. Property description and disclosures: Identification of the listed real estate and any personal property that is also being sold, the terms of existing financing and the conditions of the property Sections 5, 6 and 7. The price and terms sought by the seller for the sale, exchange or option of the property Sections 8, 9, 10 and Signatures and identification of the parties: On completion of entries on the listing form and any attached addenda, the seller and broker or their agent sign the document consenting to the employment. Also, sellers who retain competent agents are counseled on prices of comparable properties and current market conditions. Thus, the seller of a listed property is more likely to accept a reasonable offer. Each instruction corresponds to the provision in the form bearing the same number. Enter the date and name of the city where the listing is prepared. This date is used when referring to the listing agreement. Enter the date the brokerage services are to commence. Enter the expiration date of the employment period. The expiration needs to be set as a specific date on which the employment ends since an exclusive listing is being established. States the broker and their agents promise to use diligence in their effort to locate a buyer for the listed property. The agency duties a broker and their agents owe the seller are always implied, if not expressed in writing. Enter the amount of deposit negotiated to commence the brokerage services. Fill out and attach the Listing Package Cost Sheet addendum detailing the services to be rendered or costs to be incurred and charged against the deposit. Enter the fee amount negotiated to be paid as a percentage of the sales price or a fixed dollar amount. This amount will be paid when any one of the following conditions occur triggering payment: Fee on any sale: States the brokerage fee is earned and due on 1 presentation during the listing period of an offer for the price and terms sought under the listing, or 2 any sale, exchange or option of the property agreed to by the seller during the listing period. States the brokerage fee is earned and due if, during the listing period, the seller terminates this employment. Within 21 days after expiration of the listing period, the broker needs to provide the seller with a list of the prospective buyers. The hourly fee is earned for time spent on behalf of the seller if the property is not sold, exchanged or optioned after a diligent effort is made to market the property and locate a buyer. Enter the maximum amount the broker can earn on a per-hour basis. Authorizes the broker to place

For Sale signs on the property and publish information in multiple listing services MLSs , classified ads, broadcasts, flyers, etc. Authorizes the broker to cooperate with other brokers and share with them any fee paid on any transaction. Authorizes the broker to work with buyers to obtain offers and receive good-faith deposits. Authorizes the broker to deliver offers from buyers to the seller in person, by electronic transmission fax or email or by mail. States the broker may have or will contract to list comparable properties or represent buyers seeking comparable properties during the listing period. Provides for the parties to enter into non-binding mediation to resolve a dispute remaining unsolved after 30 days, prior to filing an action. States California law will apply to any enforcement of this employment. Enter a brief description of the type of real estate to be sold, such as apartment, commercial, office, industrial, land or single-family residence SFR , its legal description or common address, and the vesting of its title. Enter all financing of record which are liens on the real estate, including information on amounts, payments, interest rates, impounds, due dates and type of lenders. Mortgage information submitted to the MLS or included in a marketing listing package gives a prospective buyer the alternative of making an offer which includes the existing mortgage as part of the purchase price. Enter a brief description of any personal property included in the price. Enter the balance, terms of payment, interest rate, due date and the name of the lender on any financing secured by the personal property. Check the appropriate boxes and attach each addendum to be prepared or reviewed by the seller for inclusion in the listing package. Failure to include the disclosure may subject the agent to a penalty of a lost fee on the resulting sale. The applicable federal and California residency and withholding disclosures are also most prudently presented at the listing stage since the information is known to the broker and may be of financial concern to the seller. Check the appropriate boxes and attach each addendum prepared by the broker and reviewed with the seller to disclose the costs the seller will incur on the sale of the property. Enter the dollar amount of the price sought for the property by the seller. Check the box to provide for the price to be paid in cash on closing. The seller is to discharge and clear all liens from title, either themselves or through escrow. Enter the amount of the down payment the seller will accept. Enter the amount of any existing financing the seller will allow a buyer to assume. Enter the amount, terms of payment, interest rate, the number of years for monthly amortization payments, and the due date for carryback financing the seller will accept from a creditworthy buyer. Check the box for each item of expense the seller will incur to market the property. Prudent practice dictates the seller proceed to promptly prepare disclosures and authorize the inspections, reports or clearances needed for the broker to properly market the property and inform prospective buyers about its condition before the seller enters into an agreement to sell the property. Enter the type of property, its location city, county or state and the dollar amount of equity and debt on replacement property the seller is willing to acquire with the net proceeds from a sale of the listed property or by an exchange of its equity. Enter the amount of option money the seller will accept to grant an option to a buyer. Enter the period during which the option may be exercised. Enter any special provision to be included in the listing. Enter any additional terms stipulated by the seller. Enter the date the listing is signed. If additional sellers are involved, check the box, prepare a Signature Page Addendum form referencing this listing agreement, and enter their names and obtain their signatures until all sellers are individually named and have signed.

listing agreement - exclusive right to sell In consideration of the services to be rendered by the undersigned licensed Broker ("Broker"), the undersigned ("Seller") hereby exclusively lists with Broker the Property described as.

The most important section of the agreement to fully understand is the section about broker commissions. This needs to be carefully understood before you sign a New York Exclusive Right To Sell Listing Agreement because it means even if you decide to back out you would still owe commission. As referenced by the New York Department of State, there have been many instances where a broker has successfully sued a seller for a commission even though no closing took place. The primary danger to watch out for in a traditional New York Exclusive Right To Sell Listing Agreement is that your listing price will be too easily hit by the first buyer that sees the apartment. In this situation, you may be pressured to accept the offer and pay commission even if you would have received a higher price by staying on the market for longer. No wonder traditional real estate brokers love to harp on about how important the initial listing price is. The lower the price, the sooner they can force you to pay them their commission! Another reason the listing price must be mutually agreed upon by both the seller and broker is because the broker makes an upfront investment by listing the home. Owner grants permission to Broker to post a sign or other form of advertisement on the property. Owner agrees to refer any and all inquiries about the property to the Broker. In order to facilitate the sale of the Listed Property, the Owner hereby grants to Broker a non-exclusive, royalty-free license to use, sublicense, publish, display, and reproduce any photographs, images, graphics, video recordings, virtual tours, drawings, diagrams, written descriptions, remarks, narratives, pricing information, and other copyrightable elements of or relating to the Listed Property provided by Owner to Broker. Owner represents and warrants to Broker that the Owner Listing Content, and the license granted to Broker for the Owner Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Broker in consideration of this Exclusive Right to Sell Agreement, will develop an appropriate marketing approach for the sale of the property and utilize its best efforts to find a Purchaser for the listed premises. Broker may use the listing information and sale price and terms upon closing for Brokers Market Evaluation, Networking and Appraisal purposes, Marketing Purposes and for disclosing to other persons or entities as Broker may deem desirable. This means that it is possible that a buyer the Broker represents will want to purchase or lease a property owned by a Owner the Broker represents. If mutual consent is not obtained from all parties, where a buyer client selects the listed property, the listing will continue and the buyer client will be given the option to I select customer status as to the listed property, or II terminate the buyer agency agreement as to the listed property. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker. This Listing Agreement shall expire at Owner agrees that in the event such an option is granted, Owner shall pay Broker and, if applicable, a Cooperating Broker, a sales commission in accordance with the Schedule on the price paid for the option and for any extension thereof. This commission shall be paid upon receipt by Owner of any such payment s. In the event such an option is exercised, whether during the term or thereafter, Owner shall also pay Broker and, if applicable, a Cooperating Broker a sales commission on the gross sale price of the Property in accordance with the Schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by Owner to Broker on account of such option payments shall be credited against the commission payable to Broker on account of the exercise of the option. In the event of a sale or exchange of the Property, Owner shall obtain from the purchaser or assignee a signed Assumption Agreement in recordable form whereby such purchaser or assignee agrees to pay Broker and, if applicable, a Cooperating Broker all commissions payable hereunder and shall deliver a fully executed counterpart thereof to Broker on the date of closing of the sale of the Property or assignment of the Lease. Owner expressly agrees that Owner will not transfer, convey or sell the Property without first obtaining from the purchaser or assignee such signed Assumption Agreement. The form of such Assumption Agreement shall be furnished to the Broker at the time Owner enters into any contract for the sale of the Property or assignment

of the Lease. WHEN PAYABLE” If said property is sold, transferred or exchanged pursuant to this agreement, the compensation to be paid to the Broker, and in addition and if applicable, to a Cooperating Broker, as set forth herein shall be paid directly to the said parties and shall be deemed earned and be due and payable, without demand, upon the Owner entering into an agreement, either written oral, for the sale, exchange or transfer of the property. If the parties cannot agree upon a mediation provider, the dispute shall be submitted to the American Arbitration Association. Each party agrees to bear its own costs of mediation. If mediation fails, the other remedies available under this Listing Agreement shall apply. ATTORNEY FEES Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. The Owner also acknowledges that the Broker has advised and recommended that the Owner seek independent legal, tax and other counsel prior to entering into this agreement or into an agreement for the sale, exchange or lease of property. In the event of the claim of default by either party, the deposit will be held by the Broker in an escrow account pending final resolution of the dispute or written mutual consent of the parties. Broker is authorized to pay and apply the deposits received toward the brokerage fee which is due under the Agreement. Owner hereby authorizes Broker to disclose to Prospects all information about the condition of the Property whether disclosed by Owner orally or in writing, or otherwise discovered by Broker. I any incomplete incorrect, misleading or inaccurate information furnished by Owner about the Property; or II concealment by Owner of any material information about the Property. Owner hereby acknowledges that Broker, any cooperating brokers and prospects will be relying upon the accuracy and completeness of the information furnished by Owner. A copy of the Property Condition disclosure Statement containing the signatures of both the buyer and the Owner must be attached to the real estate purchase contract. If prior to closing or possession by the buyer the Owner acquires knowledge which renders materially inaccurate a Property Condition Disclosure statement previously provided, the Owner must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. Owner acknowledges that Broker is not an insurer against loss of or damage to personal property during the term of this agreement. Federal and State laws make it illegal for Owner, Broker or anyone to use the above mentioned classifications as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of the property. The undersigned represents and warrants that he she is the legal Owner of the Subject property, or that he she has full legal authority to execute this Agreement for and on behalf of the legal Owner and hereby accepts the within agreement. This is a legally binding contract. If not fully understood, we recommend consulting an attorney before signing.

Chapter 3 : Right to Sell v. Exclusive Agency Listing Agreement

Listing Agreement - Exclusive Right to Sell "The Seller shall pay the Broker compensation of _____ in cash if, during the term of this Agreement, anyone produces a buyer ready, willing and able to buy the Property."

They get their names from the rights conferred when you sign the contract. Exclusive Right To Sell means that no matter who buys the property, that agent will get the listing commission. There is an intelligent reason why most listings are Exclusive Right to Sell: Other agents will only do so on a flat, up front fee basis, as opposed to deferring their fee unless and until the property actually sells. If you want a good agent to devote their full energy to selling your property, this is the kind of listing contract for you. If there is one particular person you think might buy direct from you, the owner, that can be handled via an Exclusive Right with Exception, which designates one of more persons who are exceptions to having to pay the agent, but even that is a marginal idea. Yes, it might save you a commission. Better to get a solid yes - or no - from that person who is an exception ahead of time. And before you condemn agents for acting like this, ask yourself how hard you would work at your job in order to maybe get paid, or maybe not, even if the job is successfully completed. Since most agents have been burned on this one or know someone who has, few agents want to accept this style of agency without requiring you to at least pay for their efforts, and they are mostly not the top-notch ones. But if you really want to exercise the escape clause in having to pay the agent, count on being on your own through the negotiations and escrow process. Real estate sharks like being able to cut an agent out of the transaction, because if you negotiate a direct sale, your agent is certainly going to pack up the tent and leave, which then leaves the shark a clear field with nobody who knows how to deal effectively with that shark. Limited Service listings are popular with discounters, but they typically do not work on the basis of commission delayed and contingent upon a successful sale. They want their money up front. Cash, check, or, sometimes, charge. Furthermore, the reason they are called limited service listings is because they are not fulfilling all of the services that real estate agents are normally expected to fulfill, and their responsibility to you is also much lower. The pitch is "save money! In both cases, the difference in sales price is likely to be several times the commission difference. One more thing I should mention: A lot of both types make their living by shifting their work onto the full service agent that they presume is going to be on the other side of the transaction. What happens if there is no such full service agent - in other words, if the other side is using a limited service discounter also? The work needs to get done, and neither agent is going to do it. Open Listings are listings where there is no single agent that has a right to get paid. Not to market the property, not to make certain you get the best deal possible, and not to represent your best interests in other ways. Therefore, most agents and discount listing services usually want a flat fee in advance for open listings. Still, you just invited a bigger, better equipped army than yours into the fight, on the other side. Probate is a special purpose listing when the property is being controlled by the estate of someone who died. Probate listings almost always go to full service agents because the probate judges are looking to get the best deal possible. There are often debts and there are almost always tax bills, and there are always heirs looking to get the most money possible. Probate is a real pain to deal with, and it takes forever, because the courts are involved. Nor are they necessarily great deals. Nonetheless, there are enough countervailing reasons why it is in your interest to sign an exclusive right to sell. I may not like it, but you can have agents compete before you sign a listing agreement. Your house is a half million dollar investment around here. The difference in likely results is a lot more than the entire cost of a refrigerator.

Chapter 4 : Listing Agreements: Exclusive Right to Sell Versus Exclusive Agency - Searchlight Crusade

Listing Agreement - Exclusive Right to Sell "The Seller shall pay the Broker compensation of _____ in cash if, during the term of this Agreement, anyone produces a buyer ready, willing and able.

If the seller refuses to sell the real estate when one of the above two conditions applies, it is typically considered that the real estate agent has done their job of finding a satisfactory buyer and the seller must still pay the commission, although the details are determined by the listing contract. The commission could also be a flat fee or some combination of flat fee and percentage, based on the rate you negotiate. Commission rates and fees are negotiable and not regulated. The average days to sale in your market, advertising, labor costs, length of term, and competition may influence the rate acceptable by the listing real estate broker before entering a listing agreement. Listing price and final contract price[edit] The listing contract typically also includes a listing price for the property and a date of expiration by which the contract expires. However, if the property is sold at a lower or higher price, the seller pays a commission at a proportionally lower or higher amount. If the seller does not accept a price lower than the listing price, then the broker will have to wait until a satisfactory sale to earn the commission. The percentage commission will be paid according to the accepted price. The seller, often in concurrence with the real estate agent, may choose to accept an offer that is lower than the highest offer for various reasons, such as terms or contingencies in the purchase contract offered or perceived differences in financial qualification of the competing buyers. The seller can accept, reject, or try to negotiate a different listing price for the contract. Expiration date[edit] Listing a property commonly incurs certain expenses for the listing broker and takes some time and effort for the listing salesperson. To make it worthwhile, they want a certain minimum listing time period to have a good chance of selling the property. However, the listing contract must have an expiration date. A typical listing period is often three to six months. If the property is not sold or under a purchase contract by then, the seller may decide to re-list the property, perhaps with a different listing price, with the same or a different broker or agent, or not list it at all. The listing of the property can start at a date later than the date the listing contract is signed to allow the seller time to prepare the property for showing or sale. Types of listing contracts[edit] There can be several types of listing contracts: Exclusive right to sell: The seller must pay the brokerage a commission if, by the expiration date in the listing contract, the real estate is sold, regardless of whether the buyer is obtained through the agency or not. Furthermore, the seller cannot list the property with any other broker until the listing expires with the property unsold. The seller can only list the property with one brokerage until the listing contract expires with the property unsold. The seller must pay the broker a commission if the real estate is sold to a buyer obtained through that brokerage. Since there will be no co-operating broker involved, the property will not be listed in the MLS. A seller can enter into an agreement to sell their property with more than one brokerage in open agency listings. The seller must pay a commission only to the brokerage which brings the buyer for the real estate.

Chapter 5 : What is exclusive right to sell listing? definition and meaning - www.nxgvision.com

EXPLANATION OF AN EXCLUSIVE RIGHT TO SELL LISTING: An "exclusive right to sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

Chapter 6 : Signing a Listing Agreement with Your Real Estate Agent | www.nxgvision.com

The vast majority of agreements concluded are either Exclusive Right to Sell or Exclusive Agency. Exclusive Right To Sell means that no matter who buys the property, that agent will get the listing commission.

Chapter 7 : Sample New York Exclusive Right To Sell Listing Agreement | Hauseit NYC

exclusive right to sell listing agreement. The commission rights and obligations set forth herein shall survive the termination or expiration of this Agreement.

Chapter 8 : Exclusive Right to Sell - Free Legal Form

residential real estate listing agreement EXCLUSIVE RIGHT TO SELL USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

Chapter 9 : Listing contract - Wikipedia

5 hereby grants Sponsoring Broker the exclusive right ("Exclusive Right") to sell the Property (or, at Seller's direction, lease, exchange, joint venture or grant an option to purchase) the Property (collectively, " Transfer of Property ") pursuant to the terms and conditions set forth below.