
Listing Company

Address

Phone Numbers

**LISTING CONTRACT FOR SALE OF COMMERCIAL PROPERTY
Exclusive Agent to Sell**

The undersigned Seller, its successors and assigns (hereinafter referred to as "Seller") hereby engages _____ (hereinafter referred to as "Broker"), its successors and assigns, as Seller's exclusive Agent and grants to Broker the sole and exclusive right, for a period of _____ (____) **months** to offer for sale the following described Property:

Municipal Address: _____

Legal Description: _____

Improvements: _____

Collectively referred to as "the Property"

Ground Measurements of the Property are approximately: _____

Excluded items not to be sold located on Property: _____

The Property is to be sold for: _____

(\$ _____):Cash, or on the following terms: _____

or for any other price or term as may hereinafter be agreed upon.

Mineral rights, if any, owned by Seller (check one):

are to be conveyed without warranty.

are to be reserved by Seller, but with waiver of any right to use the surface for any such reserved mineral activity or use.

Broker is authorized to place its "For Sale" signs on the Property, at its expense. Broker shall determine, in its discretion, the extent to which the Property shall be advertised for sale, at Broker's cost, and the Seller shall pay for the cost of all other advertising desired by Seller.

Seller agrees to refer to Broker all prospective purchasers for the purchase of the Property who contact the Seller and Broker shall conduct all negotiations for the sale of the Property.

Broker designates and Seller accepts Listing Agent named below (Seller's Designated Agent) as the only legal Seller's Designated Agent of Seller. Broker reserves the right to name additional designated agents when in the Broker's discretion it is necessary. If additional designated agents are named, Seller will be informed in writing within a reasonable time. Any additional agent so designated shall be included in the term "Seller's Designated Agent" as used in this contract. Seller acknowledges that Seller's Designated Agent may from time to time have another sales associate who is not an agent of the Seller to provide support in the marketing of Seller's Property.

Seller further acknowledges that the Seller's Designated Agent is an independent contractor of the Broker.

Seller understands and agrees that this agreement is a contract for Broker to market Seller's Property and that Seller's Designated Agent is the only legal agent of Seller and that neither Broker nor any other sales associates affiliated with Broker will be acting as legal agent of the Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of the Seller's Property.

Seller hereby agrees that if any agent designated by Broker as Seller's Designated Agent is acting as a Buyer's Designated Agent with any potential purchasers of Seller's Property, Seller concurs for such agents to act as a dual agent in dealing with the potential purchasers.

Seller's Designated Agent is Seller's sole and exclusive agent with exclusive right to market and to sell, exchange or otherwise arrange to transfer the Property at the price above outlined, or any other price that Seller agrees to accept. If a sale of the Property is negotiated during the terms of this contract, or if a party is procured during the term of this contract by Broker, or Seller, or any third party who is ready, willing and able to purchase the Property at the price and on the terms as hereinabove stated (or at such other price, or on such other terms as may hereafter be acceptable to Seller), then Seller agrees to pay Broker a commission of _____ (_____%) percent of the of the gross sales price.

Seller further agrees to pay Broker the above stated commission on any sale of the Property negotiated by Seller within _____ (_____) _____ after the expiration or termination of this contract with any party (or the nominee, representative or affiliate of such party) to whom the Property was shown or submitted during the term of this contract, provided Broker has submitted to Seller, in writing, the name of any such party or parties within thirty (30) days after the expiration date of this contract. The commission shall likewise be paid on any exchange of properties negotiated involving the Property, in which case the commission shall be based on the then market value of the Property as determined by a licensed appraiser selected by Broker.

Broker is authorized to accept on behalf of Seller a non-interest bearing deposit to be applied against the sales price, which deposit may be placed in any bank in the _____ area pending consummation of the sale, without liability on Broker's part in the event of failure or suspension of the bank.

Seller authorizes Seller's Designated Agent to disclose to any prospective purchaser or real estate agent whether or not there are any outstanding offers to purchase the Property at any given time, but is not to disclose the price or any other details of such offers without Seller's approval.

Seller has notified Broker, that to his knowledge, the Property does does not contain asbestos and other hazardous or ultra hazardous materials, including but not limited to underground storage tanks, and PCB Transformers.

Owner agrees to hold Broker harmless from all claims, disputes, litigation and judgments and all costs and reasonable attorney's fees incurred by Broker in connection therewith, arising from any incorrect information supplied by Owner to the Broker, or from any material fact known by Owner concerning the Property which Owner fails to disclose to Broker. The Owner represents that he is the owner of the Property and that there are no other owners of the Property.

Owner agrees to indemnify and hold harmless Broker from any claims, demands, expenses, losses, damages or injuries (including death) to persons or the Property that arise due to violations of fire protection/prevention laws or other similar safety laws where such losses, damages or injuries are not caused by Broker's negligence or willful misconduct in acting as Broker with respect to the Property.

If an attorney is engaged to enforce its rights under this contract, Owner agrees to pay the reasonable fee of such attorney, which fee is hereby fixed, if the collection of money is involved, at 15% of the amount thereof, and such fee in no event shall be less than \$100.00. Owner also agrees to pay all costs including but not limited to court costs and other expenses expended by Broker.

Seller acknowledges that except for the price the Seller will take, confidential information includes only information designated in writing as being confidential or information the disclosure of which could materially harm the position of the Seller. Seller also acknowledges that information about the physical condition of the Property cannot be considered confidential. Seller further acknowledges that Seller's Designated Agent may disclose confidential information to the Broker for the purpose of seeking advice or assistance.

The policy of _____ is to do business in accordance with the Federal Fair Housing Law. It does not discriminate against any person because of race, color, religion, national origin, sex, marital status or physical disability. _____ will not refuse to rent or sell or negotiate for the rental or sale of the above Property because of race, color, religion, national origin, sex, marital status or physical disability.

Expiration of Listing: _____

Agreed:

Owner:

By:

Date: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

Seller's Designated Agent:

_____ hereby agrees to and accepts the

foregoing listing contract this _____ day of _____ 20__.

Broker:

By: _____