

LISTING AGREEMENT



The Standard Form (revised 09/09)
 New Orleans Metropolitan Association of REALTORS®, Inc.
 Northshore Area Board of REALTORS®, Inc.
 Saints Board of REALTORS®, Inc.

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 REALTOR® Boards provide this form as an ad,
 and not as legal advice. REALTOR® members
 assume no responsibility for its' unauthorized use.

1. _____ La _____
2. The undersigned Client (herein after referred to as Owner) hereby grants to _____
3. and their successors or assigns (herein after referred to as "Broker"), the sole and exclusive right to sell the following described Property:
4. _____
5. Subdivision _____; City _____
6. Parish _____; Louisiana, Zip _____
7. including: _____
8. excluding: _____
9. On grounds measuring about _____, or as per title, for _____
10. _____
11. (\$ _____) Dollars cash or the following terms: _____
12. _____
13. _____ or any other price, or upon any other terms, as may hereafter be agreed upon.
14. Owner agrees to pay Broker's commission of _____ on the gross amount of any agreement to sell, ex-
15. change, or option that may be negotiated during the existence of the agreement, or on the gross amount of any such agreement made within
16. _____ days after the expiration or termination of this agreement, with anyone to whom said property has been quoted during the term of this
17. agreement, part of which commission may be paid to a cooperating Broker at listing Broker's sole discretion. The Closing Notary is authorized
18. to deduct and disburse commission at Act of Sale. This protection period shall terminate when the property is listed with another Real Estate
19. Broker. The commission is earned when such an agreement is signed by all parties resulting in a valid and binding agreement to purchase.
20. Said commission is also earned upon obtaining an offer to purchase at the listed price and terms with reasonable time for act of sale and
21. occupancy. In the event the property is leased to anyone during the term of this agreement, Owner agrees to pay Broker a commission of
22. _____.
23. Broker is authorized to accept from Purchaser, or his representative, a non-interest bearing deposit
24. represented by cash and/or a real estate deposit note, and to place the cash portion of this deposit in a federally insured banking or savings
25. institution selected by Broker pending settlement. Broker shall have no responsibility in case of failure or suspension of said banking or
26. savings institution. In the event of a dispute between Owner and the Purchaser, Owner understands and agrees that Broker cannot disburse
27. the deposit without the mutual written consent of the Purchaser and Owner, or judicial order, or order of the Louisiana Real Estate
28. Commission.
29. Owner agrees to refer all prospects to Broker, to cooperate fully and not to obstruct the sale of the property, during the term of this
30. contract. In case of employment of counsel to enforce this agreement, Owner will pay all costs and reasonable attorney's fees incurred by
31. Broker. In further consideration of the efforts and expenditures by Broker, Owner shall indemnify Broker, his Agents and Employees, against all
32. liability, loss and expense, including reasonable attorney's fees and court costs that may be incurred as a result of any claim or suit by any
33. person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the
34. condition of said premises or Owner's negligence. This authorization to sell shall remain in full force and effect for a period of
35. _____ from date of acceptance by Broker. Upon acceptance, Broker shall calculate expiration date and so notify
36. Owner. If an agreement to purchase and sell is executed during the term of this listing agreement, the parties agree to extend the effective
37. period of this listing agreement to include the closing date as provided for in the agreement to purchase, or any extension thereof.
38. Owner specifically requests and authorizes the use of the Multiple Listing Service, the public display of property address, photos, virtual tours,
39. and other depictions of the property and its contents through the MLS, the internet, and various web sites, including Internet Data Exchange
40. and Virtual Office Websites, to promote and enhance the sale of the property. Owner also authorizes all MLS brokers who participate in
41. Internet Data Exchange and Virtual Office Websites, to publicly display the property and its contents on the Brokers' web sites and agrees to
42. hold harmless and indemnify the Brokers, their Agents and Employees, the MLS and the Association of REALTORS® (NOMAR and GSREIN)
43. from any and all claims which may arise there from. The owner further authorizes Broker and the MLS to disseminate pertinent information
44. including, but not limited to the photo of property sale price, property condition and / or seller considerations affecting such property. Broker is
45. authorized to post signs and advertise the property for sale.
46. Notwithstanding the provisions of Civil Code Articles 2985 through 3034 or any other provisions of law, a licensee engaged in any real
47. estate transaction shall be considered to be representing the person with whom he is working as a Designated Agent unless there is a written
48. agreement between the Broker and the person providing that there is a different relationship or the licensee is performing only ministerial
49. acts on behalf of the person.
50. **OWNERS SHALL COMPLETE THE PROPERTY DISCLOSURE (ADDENDUM) FORM.**
51. **OWNERS SHALL COMPLETE THE LEAD BASED PAINT DISCLOSURE FORM IF PROPERTY WAS BUILT PRIOR TO 1978.**
52. **OWNERS SHALL REVIEW AND SIGN REAL ESTATE AGENCY DISCLOSURE PAMPHLET.**
53. **WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS.**
54. **The commissions reflected in this agreement have been negotiated only by the parties to the agreement.**

I understand and consent to dual agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Do you desire home protection warranty?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Broker may receive a fee from insurer if a Home Warranty Plan is provided.		Owner's Signature
Would you like relocation assistance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Do you authorize the use of a lockbox on the property in accordance with the lockbox procedures which have been explained to you, and hold said company and its associates harmless from any responsibility or liability in connection herewith?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Do you authorize VOW Comments in conjunction with the listing?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Do you authorize VOW Automated Valuation Model in conjunction with the listing?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Owner(s) Name (type or print)
Seller authorizes the authentication of his signature, or of the Purchaser's, by facsimile (fax).	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Accepted by: _____		Mailing Address
Effective Date: _____		City State, Zip
Expiration Date: _____		(Area Code) Telephone Number
		E-Mail Address: _____
Seller's Designated Agent: _____		