Exclusive Right to Sell Listing Agreement and Agency Disclosure



This is a legally binding agreement — Read it carefully before signing. If you desire legal or tax advice, consult your attorney or tax advisor. Este es un acuardo Legal. Favor de leer cuidadosamente antes de firmar. Si require consejo Legal o de Impuesto, consulte a su abogado o consejrero de Impuest.

THIS AGREEMENT is entered into on this _____ day of _____ between Stringham West Realty and

_ between Stringham West Realty and ("Seller").

1. TERM OF LISTING. Seller hereby grants Stringham West Realty, including _

___ (Seller's

Agent) as the authorized agent for Stringham West Realty, commencing on the date of execution of this Listing Agreement, and expiring at 11:59 P.M. 6 months from the date of commencement, ("Listing Period") the exclusive and irrevocable right to sell, lease, or exchange that certain real property owned by Seller described as follows:

("PROPERTY"), at the price and terms stated on the attached MLS Property Data Form, or at such other price and terms to which Seller may agree in writing. Seller's Agent agrees to use reasonable efforts to find a buyer or tenant for PROPERTY. **2. BROKERAGE COMPENSATION.** If during the Listing Period or any extension of the Listing Period, Stringham West Realty, Seller's Agent, Seller, another real estate agent or any other person locates a party who is ready, willing, and able to purchase, lease, or exchange the PROPERTY, the Seller agrees to pay the following Brokerage Compensation comprised of a flat fee and a percentage fee as follows:

- 2.1 The Seller agrees to pay Stringham West Realty a Base Brokerage Fee of \$295.00, and
- 2.2 In addition to the Base Brokerage Fee, the Seller agrees to pay Stringham West Realty seven percent (7%) or
 - _____ of the acquisition price of the PROPERTY.

All Brokerage Compensation shall be due and payable, from the proceeds of Seller, on (a) the date of recording of closing documents for the acquisition of the PROPERTY or (b) the first day of the lease, or (c) the date the option is signed. If within the Listing Period or any extensions of the Listing Period the PROPERTY is withdrawn from sale, is transferred, conveyed, leased, rented, or made unmarketable by voluntary act of Seller, without the consent of Stringham West Realty, or if the sale is prevented by default of Seller, the Brokerage Compensation shall immediately be paid to Stringham West Realty. Stringham West Realty is authorized to share the Brokerage Compensation with another brokerage participating in any transaction arising out of the Listing Agreement.

3. PROTECTION PERIOD. If within 6 months after the termination or expiration of this Listing Agreement, PROPERTY is acquired by any party to whom PROPERTY was offered or shown by Stringham West Realty, Seller's Agent, Seller, or any other real estate agent during the Listing Period or any extension of the Listing Period, Seller agrees to pay Stringham West Realty the Brokerage Compensation stated in Section 2 unless Seller is obligated to pay Brokerage Compensation on such acquisition to another brokerage pursuant to another valid listing agreement entered into after the expiration date of this Listing Agreement.

4. SELLER WARRANTIES AND DISCLOSURES. The Seller warrants to Stringham West Realty that the individual(s)/entity listed above as "Seller" represent all of the record owners of PROPERTY. Seller warrants that it has marketable title and an established right to sell, lease, or exchange PROPERTY. Seller agrees to furnish Buyer, at closing, good and marketable title with a policy of title insurance in the amount of the purchase price. In the event that the acquisition includes personal property, Seller agrees to sign a "Bill of Sale" with warranties as to title to the personal property. Seller agrees to fully inform Seller's Agent regarding Seller's knowledge of any latent or patent defects of PROPERTY. Upon signing this Listing Agreement, Seller agrees to personally complete and sign a Seller's Property Disclosure Statement. Seller agrees to indemnify and hold harmless Stringham West Realty and Seller's Agent against any claims which may arise from: (a) Seller providing incorrect or inaccurate information regarding PROPERTY; or (b) Seller's failure to disclose material information regarding PROPERTY, including, but not limited to, the condition of all appliances, heating, plumbing, electrical fixtures and equipment, sewer, moisture or other problems in the roof or foundation, and the location of property lines; or (c) claims that may arise from the filming or content display of a virtual tour.

5. AGENCY RELATIONSHIPS. By signing this Listing Agreement, Seller designates the Seller's Agent and the Principal/Branch Broker will represent Seller and will work diligently to locate a Buyer for PROPERTY, the Seller also authorizes the Seller's Agent or the Broker to appoint another Agent in the company to represent the Seller in the event the Seller's Agent or Broker will be temporarily unavailable to service the Seller. As the Seller's Agent, they will act consistent with their fiduciary duties to Seller of loyalty, full disclosure, confidentiality, and reasonable care. Seller understands, however, that the Seller's Agent and the Principal/Branch Broker may now, or in the future, agree to act as agent for a Buyer who may wish to negotiate a purchase of PROPERTY. Then the Seller's Agent and Principal/Branch Broker would be acting as a Limited Agent representing both the Seller and the Buyer at the same time.

Limited Agency is allowed under Utah law only with the informed consent of the Buyer and Seller. For consent to be informed, Seller and the Buyer must understand that conflicting duties of disclosure, loyalty and confidentiality to each party may arise. To resolve these conflicting duties, the Limited Agent will be bound by further duty of neutrality. Being neutral, the Limited Agent will not disclose to either party information likely to weaken the bargaining position of the other, for example, the highest price the buyer will offer or the lowest price the seller will accept. However, the Limited Agent must disclose to both parties material information known to the Limited Agent regarding a defect in the property and the ability of the other party to fulfill all obligations under their agreement.

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 Seller's Initials
 Date_____
 Rev 5/12

______By initialing here, Seller understands and consents that Seller's Agent and the Principal/Branch Broker are authorized to represent both Seller and the Buyer as Limited Agents when Seller's Agent presents a buyer for PROPERTY. When another agent from Stringham West Realty presents a Buyer, that agent will exclusively represent the Buyer as a Buyer's Agent, and Seller's Agent will exclusively represent Seller as a Seller's Agent, and the Principal/Branch Broker will act as a Limited Agent.

6. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after a closing related to this Listing Agreement, [] SHALL [] MAY first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Listing Agreement shall apply.

7. ATTORNEY FEES. In any action or proceeding arising out of this Listing Agreement involving Seller and/or Stringham West Realty, the prevailing party shall be entitled to reasonable attorney's fees and costs.

8. MULTIPLE LISTING SERVICE. Stringham West Realty is authorized and instructed to offer PROPERTY through the following Multiple Listing Service: <u>Wasatch Front Regional MLS</u>. Stringham West Realty is further authorized to disclose after closing the final terms and sales price of PROPERTY.

9. SELLER AUTHORIZATION AND INSTRUCTIONS. By initialing here seller understands and consents to the following:

_____Obtain financial information from any mortgagee or other party holding a lien or interest on the property.

_____ You are hereby authorized to have a key to the property.

- You are hereby authorized to have a KEYBOX installed on PROPERTY. Seller acknowledges a keybox will permit access to the Interior of the premises by Participants of the MLS and prospective buyers. Neither Listing or Selling Broker, MLS, or Board of REALTORS is an insurer against theft, loss, vandalism or damage attributed to the use of a keybox. Seller is advised to verify the existence of, or obtain appropriate insurance through their own insurance broker.
 - _____ You are hereby authorized to immediately order a Preliminary Title Report from
 - (Title Company) and I agree to pay for same.
- _____ The advantages of a Home Warranty have been explained to me. Such plans may provide additional protection and benefit to me and potential buyers. Costs and coverage may vary.
 - You are authorized to allow Stringham West Realty to hold open houses for the purpose of exposing PROPERTY to prospective purchasers.

10. MARKETING. Seller authorizes Broker to place an appropriate sign on the property, and to use appropriate marketing methods which may include Internet advertising.

11. ATTACHMENT. The provisions of the attached MLS Property Data Form are incorporated by this reference. In order to complete said form, Seller's Agent may provide Seller with a courtesy estimate of the same square footage of PROPERTY. As an estimate, the square footage figure shall not be relied upon by SELLER or potential buyers in their decision to sell/purchase PROPERTY.

12. EQUAL HOUSING OPPORTUNITY. Property will be presented in compliance with Federal, State and local anti-discrimination laws. 13. ENTIRE AGREEMENT. All prior agreements between the parties are incorporated in this Listing Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing.

14. FAXES. Facsimile (fax) transmission of a signed copy of this Listing Agreement, and retransmission of a signed fax, shall be the same as delivery of any original. If this transaction involves multiple owners, this Listing Agreement may be executed in counterparts.

15. OTHER: ____

16. CAPTIONS. The Captions in this Agreement are for convenience of reference only and are not intended as part of this Agreement.

IN WITNESS WHEREOF, the undersigned agree to the above terms and acknowledges receipt of a copy of this Listing Agreement.

STRINGHAM WEST REALTY, by

Seller's Signature	Address/Phone	Date
Seller's Signature	Address/Phone	Date
STRINGHAM WEST REALTY	,	
By:(Authorized Agent)		