

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 acuerdo Legal. Favor de leer cuidadosamente antes de firmar.
Si require consejo Legal o de Impuesto, consulte a su abogado o consejero de Impuest.

THIS AGREEMENT is entered into on this _____ day of _____ 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 If within the Listing Period or any extensions of the Listing Period the PROPERTY is withdrawn from sale, is transferred, conveyed, leased, rented, or made unmarketable by voluntary act of Seller, without the consent of Stringham West Realty, or if the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.

