

LISTING CONTRACT
EXCLUSIVE RIGHT TO SELL REAL PROPERTY

XLS

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

BROKER (Company) _____
LICENSEE(S) _____
SELLER _____

1. PROPERTY **LISTED PRICE \$** _____
Address _____
Municipality (city, borough, township) _____
County _____ School District _____
Zoning and Present Use _____
Identification Number (For example, tax identification number; parcel number; deed book, page, recording date) _____

2. STARTING AND ENDING DATES OF LISTING CONTRACT (also called "Term")
A. No Association of REALTORS® has set or recommended the term of this contract. By law, the length or term of a listing contract may not exceed one year. Seller and Broker have discussed and agreed upon the length or term of this contract.
B. **Starting Date:** This Contract starts when signed by Seller and Broker, unless otherwise stated here: _____
C. **Ending Date:** This Contract ends on _____

3. PURPOSE OF THIS CONTRACT
Seller is hiring Broker to market Property and to find a buyer. Seller will refer all offers and inquiries to Broker. Seller allows Broker to use print and/or electronic advertising. Broker is acting as Seller Agent, as described in the Consumer Notice.

4. BROKER'S FEE
No Association of REALTORS® has set or recommended the Broker's Fee. Seller and Broker have negotiated the fee that Seller will pay Broker. The Broker's Fee is _____ of/from the sale price and paid by Seller.

5. COOPERATION WITH OTHER BROKERS
Licensee has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's Fee:

A. **A fee to another broker who represents the Seller (SUBAGENT).**
 No Yes If Yes, amount: _____ of/from the sale price.

B. **A fee to another broker who represents a buyer (BUYER'S AGENT). A Buyer's Agent, even if compensated by Broker or Seller, will represent the interests of the buyer.**
 No Yes If Yes, amount: _____ of/from the sale price.

C. **A fee to another broker who does not represent either the Seller or a buyer (TRANSACTION LICENSEE).**
 No Yes If Yes, amount: _____ of/from the sale price.

6. PAYMENT OF BROKER'S FEE
A. **Seller must pay Broker's Fee if Property, or any ownership interest in it, is sold or exchanged during the length or term of this Contract by Broker, Broker's agents, Seller, or by any other person or broker, at the listed price or any price acceptable to Seller.**
B. Seller will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale.
C. Seller will pay Broker's Fee after the Ending Date of this Contract IF:
(1) A sale occurs within _____ days of the Ending Date, AND
(2) The buyer was shown or negotiated to buy the Property during the term of this contract.
Seller will not owe Broker's Fee if the Property is listed under an "exclusive right to sell contract" with another broker at the time of the sale.

7. BROKER'S FEE IF SALE DOES NOT OCCUR
A. **Seller will pay Broker's Fee if a ready, willing, and able buyer is found by Broker or by anyone, including Seller.**
A *willing buyer* is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller.
B. If the Property or any part of it is taken by any government for public use (Eminent Domain), Seller will pay Broker _____ of/from any money paid by the government.
C. If a buyer signs an agreement of sale then refuses to buy the Property, or if a buyer is unable to buy it because of failing to do all the things required of the buyer in the agreement of sale, Seller will pay Broker:
(1) _____ of/from buyer's deposit monies, **OR**
(2) the **Broker's Fee** in Paragraph 4, whichever is less.

8. DUAL AGENCY

Seller agrees that Broker may also represent the buyer(s) of the Property. Broker is a DUAL AGENT when representing both Seller and the buyer in the sale of a property.

9. DESIGNATED AGENCY

Not Applicable.

Applicable. Broker may designate licensees to represent the separate interests of Seller and the buyer. Licensee (identified above) is the Designated Agent, who will act exclusively as the Seller Agent. If Property is introduced to the buyer by a licensee in the Company who is not representing the buyer, then that licensee is authorized to work on behalf of Seller. If Licensee is also the Buyer's Agent, then Licensee is a DUAL AGENT.

10. BROKER'S SERVICES TO BUYER

Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to, deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services. Broker will disclose to Seller if any fees are to be paid by Buyer.

11. OTHER PROPERTIES

Seller agrees that Broker may list other properties for sale and that Broker may show other properties to prospective buyers.

12. CONFLICT OF INTEREST

A *conflict of interest* is when Broker or Licensee has a financial or personal interest where Broker or Licensee cannot put Seller's interests before any other. If the Broker, or any of Broker's salespeople, has a *conflict of interest*, Broker will notify Seller in a timely manner.

13. SETTLEMENT AND POSSESSION

- A. Preferred Settlement Date: _____
- B. Seller will give possession of the Property to Buyer at settlement or on _____.
- C. (1) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract.
(2) If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
(3) Seller will not enter into or renew any lease during the term of this Contract except as follows:

14. TITLE

- A. At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:
 - (1) Mineral Rights Agreements _____
 - (2) Other _____
- B. Seller has:
 - Yes No Mortgage with _____
Address _____ Phone _____
Acct. # _____ Amount of balance \$ _____
 - Yes No Equity loan with _____
Address _____ Phone _____
Acct. # _____ Amount of balance \$ _____
 - Yes No Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from the lender.
 - Yes No Past Due Taxes Amount owed \$ _____
 - Yes No Judgments Amount \$ _____
Type _____
 - Yes No Municipal Assessments Amount \$ _____
 - Yes No Other _____
Amount \$ _____
- C. If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order that is on record in any Pennsylvania county, list the county and the Domestic Relations Number or Docket Number: _____

15. MULTIPLE LISTING SERVICE (MLS) (Complete if Broker is a member of an MLS)

- Broker will use a Multiple Listing Service to advertise the Property to other real estate salespersons, who can tell their clients and customers about it. Seller agrees that the MLS, the Broker, and Licensee are not responsible for mistakes in the MLS description of the Property.
- Broker will not use a Multiple Listing Service to advertise the Property to other real estate salespersons.

16. PUBLICATION OF SALE PRICE

- A. Seller is aware that newspapers may publish the final sale price after settlement.
- B. Seller will allow publishing of the sale price after Seller accepts an agreement of sale.
 Yes No

17. SIGNS & KEYS Seller allows (where permitted):

- Yes No Sale Sign Yes No Sold Sign
- Yes No Key in Office Yes No Lock Box
- Yes No _____

18. ITEMS INCLUDED IN THE PRICE OF THE PROPERTY

A. Included in the sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings, and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, and blinds; built-in air conditioners; built-in appliances, and the range/oven unless otherwise stated. Also included:

B. See attached sheet for additional items included in the sale.

19. ITEMS NOT INCLUDED IN THE PRICE OF THE PROPERTY

The following items are not included in the purchase and price of the Property:

A. _____

B. Items leased by the Seller _____

C. See attached sheet for additional items not included in the sale.

20. SELLER WILL REVEAL DEFECTS AND/OR ENVIRONMENTAL HAZARDS

A. Seller (including Sellers exempt from the Real Estate Seller's Disclosure Act) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

- (1) is a possible danger to those living on the Property, or
- (2) has a significant adverse effect on the value of the Property.

B. If Seller fails to tell of known material defects and/or environmental hazards,

- (1) Seller will not hold Broker or Licensee responsible in any way;
- (2) Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result;
- (3) Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

21. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any Seller of property built before 1978 must give the Buyer an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The Seller also must tell the buyer and the Broker what the Seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the Seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information Seller knows about lead-based paint and lead-based paint hazards on the property. Any Seller of a pre-1978 structure must also give the buyer any records and reports that the Seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a Seller must give a buyer 10 days (unless Seller and buyer agree to a different period of time) from the time an Agreement of Sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If buyer chooses not to have the assessment or inspection, the buyer must inform the Seller in writing of the choice. The Act does not require the Seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

22. DEPOSIT MONEY

A. Broker, or any person Seller and the buyer name in the agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account. If held by Broker, this escrow account will be held as required by real estate licensing laws and regulations. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.

B. If Seller joins Broker or Licensee in a lawsuit for the return of deposit monies, Seller will pay Broker's and Licensee's attorneys' fees and costs.

23. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

24. TRANSFER OF THIS CONTRACT

A. Broker will notify Seller immediately in writing if Broker transfers this Contract to another Broker when:

- (1) Broker stops doing business, OR
- (2) Broker forms a new real estate business, OR
- (3) Broker joins his business with another.

Seller agrees that Broker may transfer this Contract to another Broker. Broker will notify Seller immediately in writing when a transfer occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this Contract with the new broker.

B. Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all owners will follow the requirements of this Contract.

25. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for Seller, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY 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 property.

26. NO OTHER CONTRACTS

Seller will not enter into another listing agreement with another broker that begins before the Ending Date of this Contract.

27. ADDITIONAL OFFERS

ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

28. ENTIRE CONTRACT

This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

29. CHANGES TO THIS CONTRACT

All changes to this contract must be in writing and signed by Broker and Seller

30. SPECIAL INSTRUCTIONS

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms in the Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

ADDITIONAL INFORMATION (OPTIONAL)

31. TAXES, UTILITIES, AND ASSOCIATION FEES

- A. At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____
- B. Real Estate Property Tax Assessment \$ _____ Yearly Taxes \$ _____
Wage/Income Tax _____ Per Capita Tax \$ _____
- C. Estimated Utilities (trash, water, sewer, electric, gas, oil, etc.) _____
- D. Association Fees \$ _____ Include: _____
- E. Other _____

32. BUYER FINANCING Seller will accept the following arrangements for buyer to pay for the Property:

- Cash
- Buyer will apply for a mortgage. Type(s) of mortgages acceptable to Seller are:
 Yes No Conventional Yes No FHA
 Yes No VA Yes No _____
- Seller's help to buyer (if any): _____

Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

All Sellers must sign this Contract.

NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT AN ATTORNEY.

SELLER _____ DATE _____

Email _____

BROKER (Company Name)

Prudential Rittenhouse Realty Group
418 Main Street
Harleysville, Pa. 19438
Phone: 215-256-6543, Fax: 215-256-6131

Email _____

ACCEPTED BY _____ **DATE** _____