



Seller _____

Broker _____

Property _____

Seller gives Broker the exclusive right and privilege to offer the Property for sale, from this date until 12:00 midnight
_____ for the sum of \$ _____ cash, or at any other price, terms,
exchange, or trade accepted by the Seller.

1. **TITLE:** At closing, Seller will convey marketable title by warranty deed, or by current Washtenaw County Bar Association Land Contract with the warranty deed held in escrow by the closing agent.

Is Seller the sole owner of the property? _____ Yes _____ No

If no, explain: _____

Is Seller current in all obligations (mortgages, land contracts, etc.)? _____ Yes _____ No

If no, explain: _____

Is Seller in bankruptcy? _____ Yes _____ No

If yes, explain: _____

Are there legal proceedings pending which could impact the sale of the property? _____ Yes _____ No

If yes, explain: _____

2. **INCLUSIONS:** This contract includes all fixtures, improvements, landscaping and appurtenances attached to the property as of this date, including, but not limited to all lighting and plumbing fixtures, ceiling fans, window treatments and hardware, wall-to-wall carpeting, attached shelving, purchased water softeners, automatic garage door equipment, storm windows and doors, screens, awnings and antennas, including rotor equipment, if any, as well as the following personal property for which a bill of sale will be given, namely:

3. **SHOWING PROPERTY:** Broker is authorized to place a For Sale sign on the property, where not prohibited, and to remove all other For Sale signs, and will have access to all buildings at reasonable hours for purposes of showing. Broker is authorized to hold open houses at mutually agreeable times. Broker is not able to supervise and control the actions of those in attendance. Seller will secure all jewelry, cash, firearms, medications and other valuable or fragile property during showings and will arrange to warn visitors of any dangerous condition which is not open and obvious. Seller releases the Broker from any liability arising out of the loss of personal property or damage by third parties.

4. **NON-DISCRIMINATION:** It is agreed by Broker and Seller, parties to this agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, sexual orientation, or gender identity or expression by said parties in respect to the sale or lease of the Property is PROHIBITED.

5. **COMPENSATION: BROKER'S FEE FOR SERVICES RENDERED IS FULLY NEGOTIABLE AND IS NOT FIXED, CONTROLLED OR SET BY LAW, THE MLS OR ANY PERSON NOT A PARTY TO THIS AGREEMENT.** If during the term of this listing anyone produces a buyer ready, willing and able to purchase the Property at the listed price and terms or for any other price, terms or exchange to which Seller consents in writing, Seller agrees to pay Broker a fee equal to \$ _____ and a commission equal to _____ % of the sale price. FURTHER, if within _____ months after the expiration of this agreement, Seller sells, trades or exchanges the Property to anyone introduced to the Property during the listing term, the stated compensation will be paid by Seller to Broker, unless at the time of the sale, the Property is listed with another REALTOR® company. For purposes of this paragraph, "sale" shall include a subsequent sale pursuant to an option granted during the applicable period. It is also agreed that in the event of a trade or exchange, Broker is authorized to represent and receive compensation from both parties to the transaction. In the event of litigation involving the compensation to be paid Broker pursuant to this agreement, if Broker is the prevailing party, Seller shall reimburse Broker for its reasonable attorneys' fees and expenses in connection with such litigation.



6. COOPERATION: THE COMPENSATION PAID BY THE BROKER TO COOPERATING BROKERS IS FULLY NEGOTIABLE AND IS NOT FIXED, CONTROLLED, OR SET BY LAW, THE MLS, OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT. Broker is authorized to (indicate acceptance by **initialing**):

- _____ / _____ A. Offer a portion of the Broker's total commission due as compensation to cooperating brokers for producing the buyer while acting as a sub-agent. Said offer of compensation shall be _____% of the sale price or \$_____.
- _____ / _____ B. Offer a portion of the Broker's total commission due as compensation to cooperating brokers for producing the buyer while acting as a buyer's agent. Said offer of compensation shall be _____% of the sale price or \$_____.
- _____ / _____ C. Offer a portion of the Broker's total commission due as compensation to cooperating brokers for producing the buyer while acting as a transaction coordinator. Said offer of compensation shall be _____% of the sale price or \$_____.

7. PARTICIPATION IN MULTIPLE LISTING SERVICE: Seller authorizes Broker to submit this listing to any multiple listing service or any other medium selected by Broker and provide any such multiple listing service with a copy of this agreement, any changes to this agreement and any post-closing information, including sales price information, provided however that offers of compensation to cooperating broker.

8. PROFESSIONAL ADVICE: Seller acknowledges and understands that Broker, its agents, employees, and representatives are not acting as appraisers, builders, accountants, engineers, environmentalists, inspectors, surveyors, tax advisors, or attorneys in the context of this agreement or any future purchase agreement. Seller has been specifically advised to seek professional input or advice in these areas from those professionals as may be advisable and prudent.

9. DESIGNATED AGENCY:

Brokerage Firm and Seller hereby designate: _____

as the Seller's designated agent. Seller shall have an agency relationship with ONLY the Brokerage Firm, the designated agent(s) named above and the following supervisory broker(s): _____

If a potential buyer is represented by a designated agent within the Brokerage Firm other than the designated agent(s) named above, Brokerage Firm and all supervisory broker(s) shall automatically be deemed disclosed consensual dual agents.

Dual agency, pursuant to the designated agency paragraph above, shall not include the situation where a potential buyer of the Seller's property is represented by a designated agent within the Brokerage Firm that does not have an agency relationship with the Seller.

10. CONFIDENTIALITY: Client understands and agrees that Broker shall not disclose information learned during the course of a prior or pending business or real estate transaction.

11. CANCELLATION: This contract can be cancelled or revoked only by mutual consent in writing.

12. DEFAULT: If a sale is not consummated because of Seller's refusal to perform, then the full commission will be due and payable upon refusal. If a sale is not consummated because of the purchaser's failure to perform and the deposit made is forfeited, the deposit will be applied first to reimburse Listing Broker for all expenses incurred by Broker on Seller's behalf in performance of Seller's obligations, including but not limited to title insurance changes, counsel and fees of public officers and that _____% of the remainder of the deposit (but not excess of the amount of the full commission) will be retained by Broker in full payment for services rendered in the defaulted transaction and the balance will be remitted to Seller.

13. CONDITION OF PROPERTY: Seller acknowledges sole responsibility for condition and maintenance of property during the term of this contract.



14. AUTHORIZATION: Broker is authorized to obtain from any lender, title company, utility company or any governmental agency the data necessary to close this transaction. Upon the sale of the property, information pertaining to the sale may be made available to any REALTOR® multiple listing service.

15. Indicated acceptance by initials:

____/____ Seller authorizes a house key lock box to be placed on the property for access by members of area multiple listing services. Seller acknowledges that the lock box will contain a key(s) to the property. Seller agrees to release Broker, Broker's agent and any multiple listing service from any and all liability, which may result from unauthorized access to the lock box.

____/____ Seller acknowledges that it is Seller's responsibility, in accordance with County Regulations, to have the Onsite Water Supply System (well) and Onsite Sewage Disposal System (septic field and tank) inspected, evaluated, and certified as acceptable prior to the closing of the sale of this property and the time of property transfer.

16. OTHER:

17. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT AND THE PROFILE SHEET WHICH CONSTITUTES A PART OF THIS CONTRACT.

On this _____ day of _____, _____.

Seller: _____

Seller: _____

Social Security Number: _____

Social Security Number: _____

Telephone: _____

Telephone: _____

Agent: _____

Broker: _____

DISCLAIMER: This form is provided as a service of the Greater Metropolitan Association of Realtors to its members. Users of this form are expected to review the form in the context of the particular transaction to ensure that the use of this form is appropriate. When using this form, users should consult independent legal counsel. The Greater Metropolitan Association of Realtors is not providing and will not provide legal advice and is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.