

CENTURY 21 Teran Realty LLC

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www.TeranRealty.com

EXCLUSIVE AGENCY LISTING AGREEMENT

**THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD,
WE RECOMMEND THAT YOU CONSULT AN ATTORNEY.**

I (we), the undersigned, owner(s) of the property listed below, do hereby grant **CENTURY 21 Teran Realty** the EXCLUSIVE AGENCY LISTING for the sale of said property. This agreement shall commence on ____/____/____ and terminate on ____/____/____

List Price \$_____ Commission _____ of Sales Price.

Property description: _____

SBL #: _____ - _____

I (we), the seller(s), are aware of the following problems or conditions affecting the property, and the buyers should be made aware of them _____

In consideration of the EXCLUSIVE listing, **CENTURY 21 Teran Realty** agrees

- a. To carefully inspect my (our) property and secure necessary information regarding it.
- b. To direct the concentrated efforts of our company in bringing a sale.
- c. To advertise your property during the term of the listing.
- d. To furnish additional information requested by Realtor or real estate broker and to assist cooperating brokers in closing a transaction on my property.
- e. To pay any cooperating broker who sells the property as a subagent of Teran Realty.
- f. To keep you informed through the agent in charge as to the progress being made toward the sale of this property.

In consideration of the above, I (we), the seller(s), agree to refer all inquiries of brokers or other interested parties to you.

As my (our) agent, **CENTURY 21 Teran Realty** is authorized to accept, and hold all deposit monies in our Escrow Account, and, if such deposit shall be forfeited by the prospective purchaser, **CENTURY 21 Teran Realty** may retain one-half of such deposit, as compensation, (but not more than the commission that would be due on the sale of the property) and I (we) will receive remainder.

If the premises are rented or leased to anyone whom **CENTURY 21 Teran Realty** has shown or introduced to the property during the term of this listing agreement, a commission equal to 10% of the gross rent received shall be due and payable to **CENTURY 21 Teran Realty**.

The Multiple Listing Service has been explained to me; I elect not to utilize the service.

If sale of said premises is made after the expiration of this listing to any purchaser to whom the property was shown or introduced by anyone prior to the expiration date, I (we) agree to pay you the agreed commission on the sale.

An *EXCLUSIVE RIGHT TO SELL* listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to **CENTURY 21 Teran Realty**.

An *EXCLUSIVE AGENCY* listing means that if you, the owner of the property, find a buyer, you will not have to pay a commission to the broker. However, if another broker, not acting as a subagent of, finds a buyer, you will owe a commission to both the selling broker and your present broker, **CENTURY 21 Teran Realty**. I (we) agree if a commission due Broker is not paid when due, that you, the seller(s) will be responsible for all costs of collection, including reasonable attorneys' fees.

I (we) understand that this agreement does not guarantee the sale of my (our) property, but that it does guarantee that you will make an earnest and continued effort to sell the same until this agreement is terminated.

OWNERS ADDRESS _____

PROPERTY OWNER _____ Date _____

PROPERTY OWNER _____ Date _____

BROKER _____ Date _____