

Exclusive Brokerage Listing Contract

Exclusive Right to Sell

The Seller hereby employs Jerry Hanson, the Broker of [Continental Crown Realty](#), as the sole and exclusive representative of the Seller to sell or exchange the property described in Item #2 below during the term of this contract and on any additional terms hereafter set. Where ever appropriate, the singular includes the plural.

1. Seller's Name

2. **Property Address and Legal Description.** The property address and the complete legal description of the property are as set forth below. If the legal description is omitted, incomplete, or in error, the Broker is authorized to insert, correct, or attach the correct legal description of the property.

Address:

Legal Description:

3. **Term of the Listing Employment Contract.** The term of this contract shall commence on _____, 200__ and shall expire ____ months later at midnight on _____, 200__ unless renewed or extended; in the event that the date described herein expires, this agreement shall continue at-will until either party provides written notice of cancellation. If the Seller accepts an offer to purchase or exchange, the term of this Contract shall be extended to the date and time the closing of the transaction is completed.
4. **Price and Acceptable Terms.** The Seller hereby irrevocably appoints Jerry Hanson as his or her exclusive agent, with sole authority to sell said property upon the following terms and conditions or on such other terms as the Seller approves:



Price:

Special Provisions:

5. **Brokerage Fee.** The Seller agrees to pay a brokerage fee as commission for services rendered as follows:
- a. If the Broker or any other person, including the Seller, procures a purchaser ready, willing and able to purchase, transfer or exchange the property on the terms stated herein or on any other price and terms agreed to in writing, the Seller agrees to pay a total brokerage fee of ____% of the gross selling price. The fee shall be paid in cash at closing unless otherwise designated by the Broker in writing. In the event the Broker procures a written offer to purchase or exchange from a buyer who is ready and willing to purchase or exchange the property according to the terms herein, but the Seller refuses to accept the offer, then in which even the Broker's fee shall be payable upon submission of such offer.
 - b. Further, the brokerage fee is payable if the property or any portion thereof or any interest therein, is directly or indirectly sold, exchanged or optioned or agreed to be sold, exchanged or optioned within ____ days following expiration of the term hereof to any person who has examined, been introduced to, been shown or been offered the property during the time hereof.
 - c. If the Seller, upon expiration of this employment contract, enters into an exclusive employment contract to market said property with another Broker, then the time period set out above in Item 5 b shall not apply and will be of no further force or effect. Otherwise, termination of this contract shall be by mutual written agreement only.
 - d. The Broker is authorized to submit this property to the Northwest Montana Association of Realtors Multiple Listing Service (MLS), and may extend a blanket offer of cooperation with other brokers; the seller hereby authorizes the Broker to divide any commissions payable hereunder with any cooperating licensed real estate broker.
 - e. In the event that any contract fails to close due to a default by the Purchaser, the Broker's commission shall equal one-half (1/2) of any earnest money deposited by the Purchaser, plus reimbursement for costs incurred in marketing the property, but not to exceed the total amount of the Buyer's earnest money. In the event that said Contract has not closed because of the Seller's unwillingness to fulfill his or her obligations under the Purchase Contract, the full amount of the commission shall be due and payable at the time designated in the Contract for closing.
6. **Included Items.** If the property has improvements, the Seller agrees to leave with the premises all attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen



doors, storm windows, storm doors, window coverings, garage door opener and equipment, exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built in and drop-in ranges (but excluding all other ranges), fuel tanks and irrigation fixtures and equipment. Any and all mineral and mineral rights, if any exist, and any and all water and water rights, if any exist, and any and all ditches and ditch rights, if any exist, appurtenant thereto that are now on or used in connection with the premises, shall be included in the sale unless otherwise provided herein. Also included are:

7. Excluded Items: The following items are to be specifically excluded:

8. Condition and Status of Property: To the best of the Seller's knowledge, the following items are in good repair and working condition and the Seller is unaware of anything wrong with appliances, foundations, roofs, siding, wiring, drainage, heating, plumbing, sanitation, or water systems, except:

If a residence is included, has a **Radon Test** been conducted: () Yes () No
If yes, is a copy of the test available? () Yes () No

9. Inspections, Showings, Open Houses, Yard Sign: Seller agrees to hold the Broker harmless of any liability or loss occurring during an inspection or showing of the property, and **a)** Seller authorizes the Broker to install a lockbox containing a key giving Multiple Listing Service keyholders access to any building on the property, to allow the inspection or showing the same without the Broker or an Associate of **Continental Crown** being present: () Yes () No; **b)** Seller requires the Broker or an Associate from **Continental Crown** to be present at any showing: () Yes () No; **c)** Seller authorizes the Broker to conduct an open house of the property, and to put the property on an MLS Caravan for viewing by cooperating brokers: () Yes () No; and **d)** Seller authorizes the Broker to install a yard sign on the property: () Yes () No.

10. Title: The Seller represents and warrants that the Seller has full power and right to sell and convey the property. The Seller agrees to provide good and marketable title to the property at the time of closing free and clear of all liens, encumbrances or defects evidenced by a standard form title insurance policy. The property is currently encumbered by the following liens:

11. Inquiries: The Seller agrees to refer to the Broker all inquiries the Seller receives relating to such property, to conduct through the Broker all negotiations relating to the sale of the property, and to cooperate with the Broker fully in the Broker's efforts to sell the property.

12. Deposit: The Broker and any cooperating Broker are authorized to receive a deposit (earnest monies) from any prospective buyer who offers to purchase or exchange the property and shall notify the Seller of the receipt of any such deposit. Acceptance of such deposit by the Broker shall not constitute Seller's acceptance of any such offer. The Seller authorizes the Broker to pay any expense incurred in marketing the property from any forfeited earnest monies between the Seller and the Broker equally, provided that the amount paid the Broker shall not exceed the agreed commission.

13. Non-Discrimination: The Seller and the Broker acknowledge that it is illegal to discriminate in the showing or sale of the property on the basis of age, race, color, religion, sex, physical or mental handicap, familial status, or national origin, and agree to comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and non-discrimination statutes or regulations.

14. Information Warranty: The Seller warrants that the information provided by the Seller herein and on any property data or information sheet provided is true and correct.

15. General Provisions:

- a. In the event either party or any third-party purchaser shall initiate any suit or action or appeal on any matter relating to this Contract, the defaulting party (or the Owner, if an action is initiated by a third-party purchaser and results in the incurring of costs and attorney's fees by Broker in defense of any claim or demand), shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorney's fees and all court costs and other expenses incurred by the prevailing party.
- b. This Contract is made in accordance with and shall be interpreted and governed by the laws of the State of Montana. If any action or other proceeding shall be brought on or in connection with this Contract, the venue of such action shall be in Flathead County, Montana. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.
- c. The Seller hereby authorizes lenders, escrow agents, and utility companies to disclose to the Broker any documents held by the escrow agent, the current status on the terms of any loans, and/or any monthly bills or expenses relating to the property.



16. Special Provisions:

17. Agency Disclosure: By initializing, the Seller confirms that prior written disclosure of agency was provided. The Seller has read and understands the contents of the "Agency Disclosure" information. _____Initials

THE SELLER CERTIFIES THAT THEY HAVE READ, UNDERSTOOD, AND RECEIVED A COPY OF THIS CONTRACT. THE SELLER FUTHER CERTIFIES THAT IT HAS BEEN CALLED TO THE SELLER'S ATTENTION AND THE SELLER UNDERSTANDS THAT IF THE SELLER TRANSFERS HIS OR HER INTEREST, EXCHANGES OR LEASES THE PROPERTY DURING THE TERM OF THIS LISTING EMPLOYMENT CONTRACT OR IF SELLER REVOKES THE UNDERSIGNED BROKER'S EXCLUSIVE RIGHT TO SELL PRIOR TO THE TERMINATION OF THIS CONTRACT, THE SELLER WILL PAY THE ABOVE STATED COMMISSION.

THE SELLER ALSO HEREBY WARRANTS, AGREES, AND GUARANTEES THAT HE OR SHE HAS THE AUTHORITY TO EXECUTE THIS DOCUMENT AND AUTHORIZES THE SUBJECT PROPERTY FOR SALE AT THE ABOVE STATED PRICE. IN THE EVENT THAT THE OWNERSHIP OF THE PROPERTY IS IN THE FORM OF A PARTNERSHIP, JOINT VENTURE, CORPORATION, OR OTHER ENTITY, THE SIGNATURE(S) BELOW REPRESENT THE INDIVIDUAL(S) WHO HAS/HAVE THE AUTHORITY TO BIND AND OBLIGATE THE OWNERSHIP ENTITY TO THE TERMS AND CONDITIONS IN THIS CONTRACT.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SELLER IS ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

Seller: _____ Dated this ___ day of _____ 2006

Seller: _____ Dated this ___ day of _____ 2006

Seller: _____ Dated this ___ day of _____ 2006

Seller: _____ Dated this ___ day of _____ 2006



Seller Information:

Mailing Address:

Phone Numbers:

Fax Number:

Email Address:

Broker: _____ Dated this ____ day of _____ 20__
Jerry Hanson Continental Crown Realty

341 Central Avenue Suite C
Whitefish MT 59937

Phone: 406 862-4612
FAX: 406 862-6269
Email: jericho@cyberport.net

