

**EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL
LISTING AGREEMENT**

This is a legally binding agreement - **READ IT CAREFULLY**

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

1 Are you currently a party to a referral agreement with a relocation company or another real estate broker? YES NO
 2 **1. EXCLUSIVE RIGHT TO SELL.** I, the undersigned Owner, hereinafter called "Owner", hereby employ and grant
 3 _____, hereinafter called "Broker", the exclusive and irrevocable right commencing on
 4 _____, and expiring at midnight on _____, to sell or exchange the real property
 5 situated in the City of _____, County of _____, Mississippi, located at:
 6 Legal Description:
 7 _____
 8 _____
 9 _____

_____ Street Address _____ City/Town _____ Zip Code

10 **2. LIST PRICE.** The list price shall be \$ _____ and on the following terms _____
 11 _____ or other price and terms that are acceptable to me.

12 **3. MULTIPLE LISTING SERVICE (MLS).** Broker is a Participant of the _____ Multiple
 13 Listing Service (MLS) and this listing information will be provided to the MLS to be published and disseminated to its Participants.
 14 The Listing Broker is also authorized to report the sale, when it occurs, including the price, terms and financing for the publication,
 15 dissemination, information and use by authorized members, MLS participants and Subscribers. The Listing Broker is authorized to
 16 cooperate with other licensed Brokers/Agents to sell this property and to share the compensation resulting from the sale with the
 17 Selling Broker on a basis solely determined by the Listing Broker. It is the policy of the Listing Broker to compensate the Selling
 18 Broker a percentage of the total agreed upon sales price as follows: _____
 19 _____

20 **4. COMPENSATION.**
 21 (a) Owner agrees to pay Broker, irrespective of agency relationship(s), a fee of _____ % of the selling price OR a fee of
 22 \$ _____ and an administrative fee of \$ _____ (a) if the Property is sold during the term
 23 of or any extension hereof on the terms herein set forth, or _____ % of the listing price OR a fee of
 24 \$ _____ and an administrative fee of \$ _____ if the Property is withdrawn from sale,
 25 transferred, conveyed, leased or rented without the consent of Broker or made unmarketable by Owner's voluntary act during the
 26 term hereof or any extension hereof.
 27 (b) The compensation provided for in subparagraph (a) above if property is sold, conveyed, or otherwise transferred within _____
 28 days after the termination of this Contract or any extension thereof (Protection Period) to anyone to whom this property was shown
 29 provided Owner has received notice in writing, including the names of the prospective purchasers, before or upon termination of
 30 this agreement or any extension thereof.
 31 (c) Owner shall be obligated to pay the compensation provided for in subparagraph (a) if, in the event of breach by Buyer, Seller
 32 successfully secures specific performance by Buyer.
 33 (d) Owner shall not be obligated to pay the compensation provided for in subparagraph (a) if a valid listing agreement is entered into
 34 during the term of said Protection Period with another licensed real estate broker and a sale, lease or exchange of the property is
 35 made during the term of said valid listing agreement.

36 **5. DEPOSIT:** Listing Selling Broker is authorized to accept and hold on Owner's behalf any deposit of earnest money set forth
 37 in the Contract between the parties. In the event Buyer's earnest money is forfeited, one-half (1/2) of the same shall be retained by or
 38 paid to the Listing Broker as their compensation, provided that the Listing Broker's portion of any such forfeited deposit shall not
 39 exceed the amount of the above-referenced fee, and the remainder shall be paid to Owner.

40 **6.** I authorize Broker to advertise my property on the Internet YES NO
 41 I authorize Broker to place a lockbox on my property YES NO
 42 I agree to provide a Home Warranty upon sale of property YES NO
 43 I authorize Broker to accept a fee for selling the referenced Home Warranty YES NO
 44 I authorize Broker to accept a deposit of earnest money YES NO
 45 I authorize Broker to obtain mortgage information on the above described property YES NO

46 ACCT# _____ Mortgage Company _____
 47 _____ Address _____

48 I authorize Broker to place a For Sale/Sold sign on my property YES NO
 49 I authorize Listing Broker to disclose to buyers or cooperating brokers the existence of offers on the property YES NO



- 50 7. The Listing Broker is hereby authorized as an MLS Participant to:
- 51 Offer other licensed Brokers cooperation and compensation but not by subagency
- 52 Offer other licensed Brokers Subagency and compensation
- 53 Act in the capacity of a Disclosed Dual Agent
- 54 8. **IMPROVEMENTS:** All improvements and appurtenances are included in the Purchase Price including, if now in or on the Property,
- 55 the following: lighting fixtures and their shades, ceiling fans, drapery and curtain hardware, window shades and blinds, window and
- 56 door screens, stationary laundry tubs, water heaters, smoke detectors, built-in security systems, TV antenna and satellite dish and
- 57 complete rotor equipment, mailbox, remote control garage door opener(s), water pump and pressure tank, built-in kitchen appliances,
- 58 attached gas grill, awnings, all plumbing and heating and air conditioning equipment including any window units. Seller shall provide
- 59 to buyer or selling broker at closing at least one (1) exterior door key to the main dwelling.

60 _____
 61 List any leased equipment:

62 **Is security system under contract that must be fulfilled?** YES NO

63 9. **LEAD BASED PAINT:** If dwelling was built before 1978, a lead-based paint inspection may be required and the presence of known

64 lead-based paint must be disclosed.

65 10. **HOMESTEAD EXEMPTION:** Homestead exemption is or is not in effect for the current year as represented by the Property

66 Condition Disclosure Statement.

67 11. **OWNER'S ACKNOWLEDGEMENT.** I hereby certify that all information provided herein and on the Property Condition Disclosure

68 Statement attached has been written by me and is complete, true and accurate to the best of my knowledge and belief. I, the Owner,

69 agree to defend, indemnify and hold harmless the Broker and their salespersons against and from any losses, damages, claims, suits at

70 law (including court costs and attorneys fees) or other costs or expenses relating to or resulting from any actual or alleged inaccuracy

71 or incompleteness of the property information contained herein or any other information provided by me.

72 By signing below I acknowledge that the mandatory **Working With a Real Estate Broker** disclosure form has been fully explained to

73 me and I acknowledge receipt of a signed copy. I, as Owner, acknowledge that I have read and understand this Agreement and, have

74 received a copy. I further acknowledge that I have good title to the Property and full authority to execute this Agreement. I further

75 agree to permit Broker to reassign me to another agent within the firm for representation should I and Broker agree that reassignment is

76 best.

77 12. **BROKER ACKNOWLEDGEMENT.** Broker/Agent agrees: (1) to exercise all duties to Seller(s) as set forth in the **Working With a**

78 **Real Estate Broker** disclosure prescribed by the Mississippi Real Estate Commission, including the fiduciary duties of confidentiality,

79 obedience, disclosure, full accounting and the duty to use skill, care and diligence; and (2) to exercise the duty of honest and fair

80 dealing to Seller(s) and Buyer(s).

81 13. **EQUAL HOUSING OPPORTUNITY:** This property is offered in compliance with applicable anti-discrimination laws.

82 14. **ATTORNEY FEES:** In any legal action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled

83 to reasonable attorney's fees and costs from the non-prevailing party.

84 15. **ENTIRE AGREEMENT.** There are no other agreements or conditions except as set forth herein and on the MLS profile sheet

85 attached, if any. No verbal statements, representations, promises or inducements shall have any validity or effect nor shall be a part of

86 this Agreement. Any amendments, changes, additions or deletions to this Agreement must be in writing signed by all parties. Owner

87 should seek professional, legal and/or tax advice.

88 16. **NOTICE.** Any notices required or permitted to be given under this contract shall be delivered by hand or mailed by certified or

89 registered mail, return receipt requested, in a postage prepaid envelope; by nationally recognized overnight carrier service; by facsimile

90 with receipt acknowledgment (if the fax number is listed below); or by email (if the email address is listed below), at Sender's option,

and addressed to Owner as follows:

91 Address: _____

92 Facsimile: _____

93 Email: _____

94 Signed this the _____ day of _____, at _____ a.m. p.m., and a copy hereof received:

95 BROKER: _____ OWNER: _____

96 Broker's Firm Name _____ Phone: _____

97 _____ OWNER: _____
 Broker's Affiliated Salesperson

98 Phone: _____ Phone: _____

