

LISTING CONTRACT (SELLER AGENCY CONTRACT)
EXCLUSIVE RIGHT TO SELL REAL ESTATE

XLS

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

1 Broker (Company) _____ Licensee(s) (Name) _____
2 _____
3 Company Address _____ Direct Phone(s) _____
4 _____ Cell Phone(s) _____
5 Company Phone _____ Fax _____
6 Company Fax _____ Email _____

7 SELLER _____
8 _____
9 SELLER'S MAILING ADDRESS _____
10 _____
11 PHONE _____ FAX _____
12 E-MAIL _____

13 Seller understands that this Listing Contract is between Broker and Seller.
14 Does Seller have a listing contract for this Property with another broker? Yes No
15 If yes, explain: _____

16 1. PROPERTY LISTED PRICE \$ _____
17 Address _____ ZIP _____
18 Municipality (city, borough, township) _____
19 County _____ School District _____
20 Zoning _____
21 Present Use _____
22 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) _____
23 _____

24 2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")
25 (A) No Association of REALTORS® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed
26 and agreed upon the term of this Contract.
27 (B) Starting Date: This Contract starts when signed by Broker and Seller, unless otherwise stated here: _____
28 (C) Ending Date: This Contract ends at 11:59 PM on _____. By law, the term of a listing contract may not
29 exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is au-
30 tomatically 364 days from the Starting Date of this Contract.

31 3. DUAL AGENCY
32 Seller agrees that Broker and Broker's Licensees may also represent the buyer(s) of the Property. A Broker is a Dual Agent when a
33 Broker represents both a buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents a buyer
34 and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for
35 a buyer and Seller. If the same Licensee is designated for a buyer and Seller, the Licensee is a Dual Agent. Seller understands that
36 Broker is a Dual Agent when a buyer who is represented by Broker is viewing properties listed by Broker.

37 4. DESIGNATED AGENCY
38 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the inter-
39 ests of Seller. If Licensee is also the buyer's agent, then Licensee is a DUAL AGENT.

40 Designated Agency is not applicable.
41 5. BROKER'S FEE
42 (A) No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller
43 will pay Broker.
44 (B) Broker's Fee is _____ % of the sale price OR \$ _____, whichever is greater, AND \$ _____,
45 paid to Broker by Seller as follows:
46 1. \$ _____ of Broker's Fee is earned and due (non-refundable) at signing of this Listing Contract, payable
47 to Broker.

48 Broker/Licensee Initials: _____ XLS Page 1 of 6 Seller Initials: _____



Pennsylvania Association of REALTORS®

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2/11

2. **Seller will pay the balance of Broker's Fee if:**

- a. **Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's Licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to Seller, OR**
- b. A ready, willing, and able buyer is found, during the term of this contract, 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, OR
- c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
- d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to Sell the Property because of failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
- e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay from any money paid by the government, OR
- f. A sale occurs after the Ending Date of this Contract IF:
 - (1) The sale occurs within _____ of the Ending Date, AND
 - (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
 - (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

(C) If a sale occurs, balance of Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract, balance of Broker's Fee will be paid upon the execution of the installment contract.

6. BROKER'S FEE IF SETTLEMENT DOES NOT OCCUR

If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker _____ of/from deposit monies.

7. COOPERATION WITH OTHER BROKERS

Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay **from Broker's Fee** a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:

- (A) **Represents Seller (SUBAGENT).** Broker will pay _____ of/from the sale price.
- (B) **Represents the buyer (BUYER'S AGENT).** Broker will pay _____ of/from the sale price.
A buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.
- (C) **Does not represent either Seller or a buyer (TRANSACTION LICENSEE).**
Broker will pay _____ of/from the sale price.

8. DUTIES OF BROKER AND SELLER

- (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.
- (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
- (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
- (D) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
- (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without Broker's written consent.

9. BROKER'S SERVICE 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: document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

10. BROKER NOT RESPONSIBLE FOR DAMAGES

Seller agrees that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

11. DEPOSIT MONEY

- (A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not by the Real Estate Licensing and Registration Act. 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) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
 - 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

Broker/Licensee Initials: _____ **XLS Page 2 of 6** **Seller Initials:** _____

- 107 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, direct-
108 ing Broker how to distribute some or all of the deposit monies.
109 3. According to the terms of a final order of court.
110 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
111 deposit monies if there is a dispute between the parties that is not resolved.
112 (C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and
113 costs of the Broker(s) and licensee(s) will be paid by Seller.

114 **12. OTHER PROPERTIES**

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

116 **13. ADDITIONAL OFFERS**

117 Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property,
118 Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by an-
119 other Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO
120 AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

121 **14. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS**

122 (A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or en-
123 vironmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

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

126 The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a struc-
127 tural element, system or subsystem is not by itself a material defect.

128 (B) Seller will update the Seller's Property Disclosure Statement as necessary throughout the term of this Listing Contract.

129 (C) If Seller fails to disclose known material defects and/or environmental hazards:

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

134 **15. IF PROPERTY WAS BUILT BEFORE 1978**

135 The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an
136 EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller
137 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
138 the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based
139 paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based
140 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
141 or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other
142 dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a
143 different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based
144 paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If
145 the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does
146 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 hous-
147 ing built in 1978 or later.

148 **16. HOME WARRANTIES**

149 At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a
150 home warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing de-
151 fects of the Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that
152 Buyer may elect or waive as part of the Agreement. Seller understands that Broker who recommends a home warranty may have a
153 business relationship with the home warranty company that provides a financial benefit to Broker.

154 **17. RECOVERY FUND**

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

159 **18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

160 Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED,
161 SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORI-
162 GIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCI-
163 ATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan
164 money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

165 **Broker/Licensee Initials:** _____

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Seller Initials: _____

166 **19. TRANSFER OF THIS CONTRACT**

167 (A) Seller agrees that Broker may transfer this Contract to another broker when:

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

171 (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all re-
172 quirements of this Contract with the new broker.

173 **20. NO OTHER CONTRACTS**

174 Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before
175 the Ending Date of this Contract.

176 **21. CONFLICT OF INTEREST**

177 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller's inter-
178 ests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

179 **22. ENTIRE CONTRACT**

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

182 **23. CHANGES TO THIS CONTRACT**

183 All changes to this Contract must be in writing and signed by Broker and Seller.

184 **24. MARKETING OF PROPERTY**

185 (A) Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all
186 media, including print and electronic, photographs and videos, unless otherwise stated here: _____
187

- 188 1. Seller does not want the listed Property to be displayed on the Internet.
- 189 Seller does not want the address of the listed Property to be displayed on the Internet.
- 190 2. Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct
191 searches for listings on the Internet will not see information about the listed Property in response to their search.

192 (B) Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Inter-
193 net in connection to the open house.

194 (C) There are many ways of marketing properties electronically. Some brokers may use a virtual office website (also known as
195 "VOW") or Internet data exchange (also known as "IDX"), which are governed by specific rules and policies. Sellers have the
196 right to control some elements of how their property is displayed on a VOW and/or IDX websites.

197 Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):

- 198 Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with
199 Seller's listing.
- 200 Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with
201 the Seller's listing.

202 (D) Multiple Listing Services (MLS)

- 203 Broker will not use a Multiple Listing Service (MLS) to advertise the Property.
- 204 Broker will use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and salespersons.
205 Listing broker shall communicate to the MLS all of Seller's elections made above.

206 (E) Seller agrees that Broker and Licensee, and the MLS are not responsible for mistakes in the MLS or advertising of the Property.

207 (F) Other _____

208 **25. PUBLICATION OF SALE PRICE**

209 Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of
210 the Property.

211 **26. COPYRIGHT**

212 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide
213 license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by
214 Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings,
215 virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to
216 submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise
217 distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with
218 the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants
219 Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the Li-
220 cense granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller
221 understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

223 **27. FIXTURES AND PERSONAL PROPERTY**

224 (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including
225 plumbing; heating; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pool and spa equipment (includ-
226 ing covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters;
227 television antennas; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property at
228 the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall
229 wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds;
230 awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned, water treatment
231 systems, propane tanks, satellite dishes and security systems. Also included: _____
232 _____

233 (B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treat-
234 ment systems, propane tanks, satellite dishes and security systems): _____
235 _____

236 (C) EXCLUDED fixtures and items: _____
237 _____

238 **28. TAXES & SPECIAL ASSESSMENTS**

239 (A) At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____
240 _____

241 (B) Yearly Property Taxes \$ _____ Property Assessed Value \$ _____

242 (C) Is the property preferentially assessed (including a tax abatement)? Yes No

243 If applicable, how many years remain? _____

244 (D) COA/HOA Name _____ COA/HOA Phone _____

245 COA/HOA special assessments \$ _____ Buyer's required capital contribution \$ _____

246 Please explain: _____
247 _____

248 (E) Municipality Assessments \$ _____

249 (F) COA/HOA Fees \$ _____ Quarterly Monthly Yearly

250 **29. TITLE & POSSESSION**

251 (A) Seller will give possession of Property to a buyer at settlement, or on _____

252 (B) At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:

253 Oil Gas Mineral Other

254 If checked, please explain: _____
255 _____

256 (C) Seller has:

257 First mortgage with _____ Amount of balance \$ _____

258 Address _____

259 Phone _____ Acct. # _____

260 Second mortgage with _____ Amount of balance \$ _____

261 Address _____

262 Phone _____ Acct. # _____

263 Home Equity line of credit with _____ Amount of balance \$ _____

264 Address _____

265 Phone _____ Acct. # _____

266 Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).

267 (D) Seller has:

268 Judgments \$ _____ Past Due Municipal Assessment \$ _____

269 Past Due Property Taxes \$ _____ Past Due COA/HOA Fees \$ _____

270 Federal Tax Liens \$ _____ Past Due COA/HOA Assessments \$ _____

271 State Tax Liens \$ _____

272 Other: _____ \$ _____

273 (E) If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order on record in any Pennsylvan-
274 ia county, list the county and the Domestic Relations Number or Docket Number: _____

275 **30. BUYER FINANCING** Seller will accept the following arrangements for buyer to pay for the Property:

276 Cash Conventional mortgage FHA mortgage VA mortgage

277 Seller's Assist to buyer (if any) \$ _____, or _____ %

278 **31. SPECIAL INSTRUCTIONS**

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

281 **Broker/Licensee Initials:** _____ **XLS Page 5 of 6** **Seller Initials:** _____

282 **32. SPECIAL CLAUSES**

283 **(A) The following are part of this Listing Contract if checked:**

- 284 Property Description Addendum to Listing Contract (PAR Form XLS-A)
- 285 Single Agency Addendum (PAR FormSA)
- 286 Consumer Services Fee Addendum (PAR Form CSF)
- 287 Vacant Land Addendum to Listing Contract (PAR Form VLA)
- 288 Short Sale Addendum (PAR Form SSL)
- 289 _____
- 290 _____

291 **(B) Additional Terms:**

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- 305 _____ / _____ **Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**
- 306 _____ / _____ **Seller has received the Seller’s Property Disclosure form and agrees to complete and return to Listing Broker in a timely manner, if required.**
- 307 _____ / _____ **Seller has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Broker in a timely manner, if required.**

310 **Seller has read the entire Contract before signing. Seller must sign this Contract.**

311 **Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed.**

313 **Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.**

315 **This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.**

317 **NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENNSYLVANIA REAL ESTATE ATTORNEY.**

319 **SELLER** _____ **DATE** _____

320 **SELLER** _____ **DATE** _____

321 **SELLER** _____ **DATE** _____

322 **BROKER (Company Name)** _____

323 **ACCEPTED ON BEHALF OF BROKER BY** _____ **DATE** _____