

1. Date _____

2. Page 1 of _____ pages

3. **DEFINITIONS:** This Contract involves the property located at _____,
4. legally described as _____
5. _____ (Property).
6. "I" means _____ (Seller).
7. "You" means: **Re/Max Results / Steve Townley** _____ (Broker).
(Real Estate Company Name)

8. **LISTING:** I give You the exclusive right to sell the Property for the price of \$ _____, upon the following
9. terms: _____

10. _____. This Contract starts _____, 20____ and ends
11. at 11:59 p.m. on _____, 20____. In exchange, You agree to list and market the Property
12. for sale. You may place a "For Sale" sign and a lock box with keys on the Property. I understand You may be a member
13. of a Multiple Listing Service (MLS), and if You are, You shall give information to MLS concerning the Property. You
14. may place information on the Internet concerning the Property. I shall notify You of relevant information important to
15. the sale of the Property. If You sell the Property, You may notify MLS and member REALTORS[®] of the price and terms
16. of the sale. I understand that this Contract DOES NOT give You authority to rent or manage my property.

17. I understand that mortgage financing services are usually paid for by the buyer; however certain insured government
18. loans may require the Seller to pay a portion of the fees for the mortgage loan. I understand that I shall not be required to
19. pay the financing fees on any mortgage without giving my written consent. I understand that You may list other properties
20. during the term of this Contract.

21. **DUTIES:** I shall cooperate with You in selling the Property. I shall promptly tell You about all inquires I receive about
22. the Property. I agree to provide and pay for any inspections and reports required by any governmental authority. I agree
23. to provide unit owners' association documents if required. I shall remain responsible for security, maintenance, utilities
24. and insurance while I own the Property, and for safekeeping, securing and/or concealing any valuable personal property
25. during Property showings or open houses. I shall provide the Buyer an updated abstract of title or registered property
26. abstract or commitment for an owner's policy of title insurance for the Property, as agreed to in a purchase agreement.
27. I have the full legal right to sell the Property. I shall sign all documents necessary to transfer to the buyer marketable
28. title to the Property.

29. **YOUR COMPENSATION:**

30. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**
31. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
32. I shall pay You, as your compensation, a commission consisting of a flat fee in the amount of \$345.00, PLUS
33. _____ percent (____%) of the selling price, if I sell or agree to sell the Property before this
34. Contract ends. The entire flat fee portion of the commission is retained by the Listing Broker as partial
35. compensation for the services it provides, whereas the percentage portion of the commission may be
36. shared with other real estate brokers, including brokers only representing the buyer.

37. In addition, if before this Contract ends You present a Buyer who is willing and able to buy the Property at the price
38. and terms required in this Contract, but I refuse to sell, I shall still pay You the same compensation. I agree to pay
39. your compensation whether You, I, or anyone sells the Property. I hereby permit You to share part of your compensation
40. with other real estate brokers, including brokers representing only the buyer. I agree to pay your compensation in full
41. upon the happening of any of the following events:

42. (1) The closing of the sale;
43. (2) My refusal to close the sale; or
44. (3) My refusal to sell at the price and terms specified above.



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EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

- 46. Property located at _____,
- 47. If within six (6) months after the end of this Contract, I sell or agree to sell the
- 48. Property to any one who:
- 49. (1) during this Contract made inquiry of me about the Property and I did not tell You about the inquiry; or
- 50. (2) during this Contract made an affirmative showing of interest in the Property by responding to an advertisement
- 51. or by contacting You or the licensee involved or was physically shown the Property by You and whose name
- 52. and address is on a written list You give me within 72 hours after the end of this Contract; then I shall still pay
- 53. You your compensation, even if I sell the Property without your assistance. I understand that I do not have to pay
- 54. your compensation if I sign another valid listing Contract for this Property after the expiration of this
- 55. Contract, under which I am obligated to compensate another licensed real estate broker.
- 56. To secure payment of your compensation I hereby assign to You the proceeds from the sale of my Property in an
- 57. amount equal to the compensation due You under this Contract.
- 58. **CLOSING SERVICES:**
- 59. **NOTICE:** THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON, OR REAL ESTATE CLOSING AGENT
- 60. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
- 61. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.
- 62. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. I understand
- 63. that no one can require me to use a particular person in connection with a real estate closing and that I may arrange
- 64. for a qualified closing agent or my attorney to conduct the closing. I understand that I may be required to pay certain
- 65. closing costs, which may effectively reduce the proceeds from the sale.
- 66. My choice for closing service.
- 67. *(Initial one):*
- 68. _____ I wish to have you arrange for the closing.
(Seller) (Seller)
- 69. _____ I shall arrange for a qualified closing agent or my attorney to conduct the closing.
(Seller) (Seller)
- 70. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of
- 71. certain components of a property which I may wish to investigate prior to selling the Property.

72. **AGENCY REPRESENTATION:** If a Buyer represented by Broker wishes to buy the Seller(s) property, a dual agency will

73. be created. This means that Broker will represent both the Seller(s) and the Buyer(s), and owe the same duties to

74. the Buyer(s) that Broker owes to the Seller(s). This conflict of interest will prohibit Broker from advocating exclusively

75. on the Seller(s) behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,

76. the Seller(s) will need to agree that confidential information about price, terms and motivation will still be kept confidential

77. unless the Seller(s) instructs Broker in writing to disclose specific information about the Seller(s). All other information

78. will be shared. Broker cannot act as a dual agent unless both the Seller(s) and the Buyer(s) agree to it. By agreeing

79. to a possible dual agency, the Seller(s) will be giving up the right to exclusive representation in an in-house transaction.

80. However, if the Seller(s) should decide not to agree to a possible dual agency, and the Seller(s) wants Broker to

81. represent the Seller(s), the Seller(s) may give up the opportunity to sell the property to Buyers represented by

82. Broker.

83. Seller's Instructions to Broker: Having read and understood this information about dual agency, Seller(s) now

84. instructs Broker as follows:

85. Seller(s) will agree to a dual agency representation and will consider offers made by Buyers represented by

86. Broker.

87. Seller(s) will not agree to a dual agency representation and will not consider offers made by Buyers

88. represented by Broker.

89. Real Estate Company Name: Re/Max Results / Steve Townley

90. Seller: _____

91. By: _____ Seller: _____

92. _____ (Licensee) Date: _____



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EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

94. Property located at _____,

95. CERTIFICATION INDIVIDUAL TRANSFEROR: Section 1445 of the Internal Revenue Code provides that a
96. transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the
97. transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller)
98. is a foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in
99. Real Property Tax Act (FIRPTA) will be fulfilled.

100. Sellers state and acknowledges the following:

101. I am a citizen of the United States or if a corporation, partnership or other business entity, duly incorporated in
102. the United States, or, if a partnership or business entity, formed and governed by the laws of the United States:

103. Yes No

104. If "No", please state country of citizenship, incorporation or the like: _____

105. _____

106. Under the penalties of perjury I declare that I have examined this certification and, to the best of my knowledge
107. and belief, it is true, correct and complete.

108. FAIR HOUSING NOTICE: I understand that I may not refuse to sell, or discriminate in the terms, conditions
109. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital
110. status, status with regard to public assistance, handicap (whether physical or mental), sexual orientation
111. or family status. I understand further that local ordinances may include other protected classes.

112. ADDITIONAL NOTICES AND TERMS: As of this date I have not received notices from any municipality,
113. government agency or unit owners' association about the Property that I have not told You about, and I agree to
114. promptly tell You of any notices of that type that I receive.

115. This shall serve as my written notice granting You permission to obtain mortgage information (i.e. mortgage
116. balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property. A
117. copy of this document shall be as valid as the original.

118. If either You or I bring an action for enforcement of this Agreement, the prevailing party in such action shall be
119. entitled to recover all costs and expenses, including all reasonable attorneys' fees and court costs.

120. CONSENT FOR COMMUNICATION: Seller authorizes Broker and its salespersons to contact Seller by mail, phone,
121. fax, email or other means of communication during the term of this Agreement and any time thereafter.

122. COMPENSATION DISCLOSURE: Your compensation to cooperating brokers shall be specified in the Multiple
123. Listing Service unless You notify me otherwise in writing.

124. ACCEPTED BY: Re/Max Results / Steve Townley By: _____
(Real Estate Company Name) (Licensee)

125. Date Signed: _____, 20_____

126. ACCEPTED BY: _____ ACCEPTED BY: _____
(Seller) (Date) (Seller) (Date)

127. Address: _____ Address: _____

128. _____

129. Phone: _____ Phone: _____