

MLS LISTING AGREEMENT

NOTE: THIS AGREEMENT IS NOT AN AGENCY AGREEMENT.

The undersigned _____,
(hereinafter referred to as "Seller"); of the Property described below, does hereby grant to _____, hereinafter referred to as "Broker", the exclusive right to sell, trade, convey, or exchange the Property upon the terms and conditions set forth below and to market the subject Property to all potential buyers. Broker shall be deemed by law to be the author of all property listings written by Broker or associate, and Broker is entitled to and shall own all copyright rights therein and all other intellectual or other property rights in or relating thereto. Such right, title, and interest shall be deemed assigned as of the moment of creation without the necessity of any further action on the part of either party.

The Real Property which is the subject of this Agreement is described as follows:

Street Address _____,

City _____, County _____, State _____ Zip _____.

Legal Description: _____
_____ and Parcel ID _____ (the "Property").

THE ATTACHED SELLER PROPERTY INFORMATION SHEETS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL PROPERTY BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN OR FAMILIAL STATUS.

_____ (Initials of Seller)

SELLER AND BROKER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE GREATER ALABAMA MULTIPLE LISTING SERVICE, INC. ("MLS") AND THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., AGAINST AND FROM ANY CLAIMS, SUITS, DAMAGES, LOSSES OR OTHER COSTS OR EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RELATING TO, ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED INACCURATE OR INCOMPLETE INFORMATION OR UNLAWFUL RESTRICTIONS OR REMARKS REGARDING THE PROPERTY THAT IS ENTERED INTO THE MLS SYSTEM BY BROKER.

_____ (Initials of Seller)

- 1. Period of Agreement:** This Agreement shall be effective for a period of time beginning on _____, 20____, and ending on _____, 20____, at 12:00 Midnight, unless the expiration date is extended in writing.
- 2. Terms/Conditions on Which Property is to be Offered For Sale:** Seller and Broker agree that the Property shall be offered for sale on the following terms and conditions, or on such terms and conditions that Seller and Broker may subsequently agree to.
 - (a) Price \$ _____ Payment Terms: _____
 - (b) Seller agrees to maintain and keep in force sufficient hazard insurance until sale of Property is closed.
- 3. Limited Consensual Dual Agency: Not applicable.**

4. **Disclosure:** Seller hereby specifically authorizes Broker and all cooperating brokers to disclose to prospective buyers, to the extent required by law, any defects, latent or otherwise, known to them. Seller acknowledges that Broker and Broker's licensees do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of their licenses.
5. **Lead-Based Paint:** Seller represents that, to the best of Seller's knowledge, the residence or any portion thereof on the Property ____ was ____ was not constructed before January 1, 1978. Seller acknowledges that, if the residence was constructed prior to January 1, 1978, Seller will be required to provide to any buyer an EPA-approved lead hazard information pamphlet, make certain disclosures regarding the presence of any known lead-based paint or lead-based paint hazards on the Property and (unless the parties agree to a different period or the buyer waives his/her rights in writing) permit the buyer a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

6. Marketing the Property:

- (a) Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller gives Broker the exclusive right to place a "For Sale" or other appropriate signs on the Property. Seller also agrees to (i) refer all inquiries regarding the Property to Broker promptly; (ii) furnish Broker with keys to the Property; (iii) allow the use of Seller's name and Seller Property Information Sheets in marketing the Property; and (iv) make the Property available for showing during reasonable hours to prospective purchasers.
- (b) Seller does does not request that the Property be advertised and published in the Greater Alabama Multiple Listing Service, Inc. ("MLS") system. Seller does does not authorize Broker to advertise and disseminate property information to the public through other print and/or electronic media. If the Property Listing is filed with the MLS, Seller hereby grants Broker the right to provide timely notice of status changes to the listing to the MLS and to provide sales information, including selling price to the MLS upon the sale of the Property. Seller does does not grant the Broker the right to disseminate the sales information prior to final closing by the MLS to its participants. Seller and Broker acknowledge that the MLS is not obligated to, cannot reasonably and does not review this Agreement, the Seller Property Information Sheets, or other such information or data provided by Seller and Broker for MLS publication for accuracy or completeness.

_____ (Initials of Seller)

- (c) I do do not give permission for an Electronic Other lockbox to be placed on my Property. If I give permission for a lockbox to be used, I hereby release and hold harmless the MLS, the MLS Brokers and their agents from all responsibility for any loss, damage or theft which might occur while the Property is listed. I ALSO ACKNOWLEDGE THAT A LOCKBOX IS INTENDED ONLY AS AN AID TO MARKETING THE PROPERTY. IT IS NOT INTENDED OR DESIGNED AS A SECURITY DEVICE.

_____ (Initials of Seller)

7. PHOTOGRAPHIC SERVICES:

- (a) Authorization: Seller hereby authorizes Broker to have interior and exterior photographs and videos of the Property taken (the "Photographic Services") and have such photographs or videos (the "Photographs") digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including, but not limited to, in and through computerized MLS, television programs, internet programs, local publications, fact sheets concerning the property, as well as any other use, media or means to aid in the sale or rental of

the Property. Seller also hereby acknowledges that potential buyers who view the Property may take photographs or videos (“Buyer Photographs”) of the Property for their personal use.

- (b) **Waiver of Liability:** Seller hereby waives, acquits and forever releases, and agrees to defend and hold harmless, Broker, its officer(s), director(s), employee(s), broker(s), agent(s), and representative(s) from any responsibility or liability whatsoever concerning any Photograph, Photographic Services or Buyer Photographs relating to the Property, or the use, distribution, or display of any Photographs, Photographic Services or Buyer Photographs in any form, medium or manner whether such was taken or created by a representative of the Broker or by a potential buyer.

8. Brokerage Fee: THE BROKERAGE FEE PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES IS SET BY THE BROKER AND THE SELLER. In this Agreement, Seller agrees to pay Broker a brokerage fee as indicated below:

- (a) For finding a buyer, ready, willing and able to purchase the Property upon the terms herein mentioned or at any price upon terms acceptable to Seller, Seller agrees to pay Broker a brokerage fee of _____, whether buyer be secured by Broker or Seller, or by another person, or, if the Property is afterward sold within _____ days from the termination of this Agreement or extensions thereof, to any person to whom the Property has been shown by anyone including the Seller during the listing period. However, no brokerage fee shall be due Broker if after this listing is expired the Property is relisted with another licensed real estate broker and sold through his/her exclusive right of sale.
- (b) Seller agrees that the Broker may engage other Brokers to assist in marketing the Property and may share its brokerage fee with such other brokers on a basis determined solely by Broker (but shall not be required to do so under this Agreement). In any event, Seller will pay the full brokerage fee as directed by the Broker.

9. EARNEST MONEY & BUYER’S DEFAULT: Seller acknowledges that Earnest Money will be held in trust by a designated party until a Purchase Agreement for the Property has been accepted and signed by all parties. Once a Purchase Agreement is accepted and signed by all parties the Earnest Money will be promptly deposited into an escrow account. In the event an offer or counteroffer is not accepted, the Earnest Money shall be returned to the Buyer without a signed release. If the Purchase Agreement is accepted and signed by all parties and the sale does not close, a separate mutual release signed by all parties to the Purchase Agreement will be required before the Earnest Money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule 790-X-3-.03(4), (5), must either retain the escrowed funds until there is a written mutual release among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees, and other expenses relating to the interpleader; provided, however, that any claim shall remain subject to mediation and arbitration. In the event of default by Buyer, all deposits made may be forfeited as liquidated damages at the option of Seller.

10. No Other Agreements: Seller and Broker acknowledge that there are no other agreements, promises or understandings either expressed or implied between them other than as specifically set forth herein. Seller warrants that there are no prior agreements on this Property (listing, sale or otherwise) that have not been terminated.

11. Attorney Fees; Costs of Litigation: If suit is brought to collect the compensation provided herein, or if Broker successfully defends any action brought against Broker by Seller relating to this Agreement or

under any sales agreement relating to the Property, and Broker prevails, Seller agrees to pay all costs incurred by Broker in connection with such action, including reasonable attorney's fees.

12. Seller's Warranty of Authority, Accuracy and Completeness of Information: Seller specifically represents and warrants that Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement and the attached Seller Property Information Sheets and any other exhibits and acknowledges that all of the information in this Agreement, the Seller Property Information Sheets, and exhibits relating to the description and physical condition of the Property were provided by Seller and are accurate and complete to the best of Seller's knowledge. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BROKER AND BROKER'S AGENTS AGAINST AND FROM ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW (INCLUDING COURT COSTS AND ATTORNEY'S FEES) OR OTHER COST OR EXPENSES RELATING TO OR RESULTING FROM ANY COPYRIGHT INFRINGEMENT (DIRECT, CONTRIBUTORY, OR OTHERWISE), BY ANY ENTITY, OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE SELLER PROPERTY INFORMATION SHEETS CONTAINED HEREIN OR OF ANY OTHER REPRESENTATIONS, ORAL OR WRITTEN, PROVIDED BY SELLER TO BROKER AT THE DATE OF THIS LISTING AGREEMENT AS WELL AS SUBSEQUENT INFORMATION PROVIDED BY SELLER. SELLER FURTHER AGREES THAT ALL THE INFORMATION PROVIDED BY THE SELLER TO BROKER FOR MARKETING THE PROPERTY IS INCLUDED IN THIS AGREEMENT.

_____ (Initials of Seller)

13. Facsimile or Counterpart Signature: This Agreement may be executed and delivered by any party hereto by sending a facsimile of the signature or by a legally recognized e-signature. Such facsimile signature or legally recognized e-signature shall be binding on the party so executing it upon receipt of the signature by the other party.

14. Agency: THIS AGREEMENT IS NOT AN AGENCY AGREEMENT.

This Agreement, including the attached Seller Property Information Sheets, is intended to be the legal and binding contract of all parties. If it is not fully understood, Seller should seek professional legal advice. This Agreement may not be modified or amended except by writing, which writing must be signed by both the Seller and the Broker. The Broker has the right to rescind this Agreement by written notice given within seven (7) working days of the date of this listing.

Broker Seller Date

Listing Agent Seller Date

_____ Initials, Seller acknowledges Receipt of this Agreement

Seller's Mailing Address: _____

Home Phone: _____ Business Phone: _____