

# Limited Service Listing Agreement

1 This Limited Service Listing Agreement ("Agreement") is between  
2\* \_\_\_\_\_ ("Seller")  
3\* and brokerage \_\_\_\_\_ ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property  
5 (collectively "Property") described below, at the price and terms described below, beginning  
6\* \_\_\_\_\_ and terminating at 11:59 p.m. on \_\_\_\_\_ ("Termination Date"). This  
7 Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national  
8 origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is  
9 legally entitled to convey the Property and all improvements.

10 **2. Description of Property:**  
11\* **(a) Street Address:** \_\_\_\_\_  
12 \_\_\_\_\_  
13\* Legal Description: \_\_\_\_\_  
14\* \_\_\_\_\_  See Attachment \_\_\_\_\_

15\* **(b) Personal Property, including appliances:** \_\_\_\_\_  
16\* \_\_\_\_\_  See Attachment \_\_\_\_\_

17 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:  
18\* **(a) Price:** \$ \_\_\_\_\_  
19\* **(b) Financing Terms:**  Cash  Conventional  VA  FHA  Other (specify) \_\_\_\_\_

20 **4. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller  
21 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is  
22 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller  
23 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,  
24 terms, and financing information on any resulting sale for use by authorized Board / Association members and  
25 MLS participants and subscribers unless Seller directs Broker otherwise in writing. The Seller and Broker agree  
26 to adhere to each local MLS's policies and further agree to execute any applicable forms as necessary.

27 **5. Broker Authority:** Seller authorizes Broker to:  
28 **(a) Advertise the Property as Broker** deems advisable including advertising the Property on the Internet unless  
29 limited in (5)(a)(i) or (5)(a)(ii) below.  
30 **(Seller opt-out) (Check one if applicable)**  
31\* **(i)**  Display the Property on the Internet except the street address.  
32\* **(ii)**  Seller does not authorize Broker to display the Property on the Internet.  
33 Seller understands and acknowledges that if Seller selects option (ii), consumers who search for listings  
34 on the Internet will not see information about the listed property in response to their search.

35\* \_\_\_\_\_ / \_\_\_\_\_ **Initials of Seller**  
36 **(b) Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These  
37 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or  
38 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.  
39 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews  
40 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or  
41 comments and reviews about this Property.  
42\*  Seller does not authorize an automated estimate of the market value of the listing (or a hyperlink to such  
43 estimate) to be displayed in immediate conjunction with the listing of this Property.  
44\*  Seller does not authorize third parties to write comments or reviews about the listing of the Property (or  
45 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.  
46 **(c)** Place appropriate transaction signs on the Property, including "For Sale" signs.  
47 **(d)** Offer compensation to cooperating brokers if Seller directs Broker to do so as specified in paragraph 7 below.

Seller (\_\_\_\_) (\_\_\_\_) and Broker/Authorized Associate (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 3.  
The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via  
any field in the Multiple Listing Service.

48\* (e) Perform the following: \_\_\_\_\_  
49 \_\_\_\_\_

- 50 **6. Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:  
51 (a) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,  
52 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**  
53 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the  
54 existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker  
55 who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This  
56 clause will survive **Broker's** performance and the transfer of title.  
57 (b) Make all legally required disclosures, including all facts that materially affect the Property's value and are not  
58 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such  
59 material facts (local government building code violations, unobservable defects, etc.) other than the following:  
60\* \_\_\_\_\_

61 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- 62 **7. Compensation: Brokerage Commissions are not set by law and are fully negotiable. Seller** will compensate  
63\* **Broker** for performing the responsibilities delineated in Paragraphs 4 and 5(a) \$ \_\_\_\_\_ or  
64\* \_\_\_\_\_% of  list price or  purchase price on \_\_\_\_\_ (date) regardless whether the Property  
65 sells and no matter who sells the Property, whether by **Seller, Broker,** or other real estate licensee:

66 (Check one and complete if applicable)

67\*  **Seller** authorizes **Broker** to offer compensation to buyer's broker in the amount of: \_\_\_\_\_% of the  
68\* purchase price or \$ \_\_\_\_\_. This compensation will be set forth in a separate written agreement  
69 between **Broker** and buyer's broker.

70\*  **Seller** authorizes **Broker** to communicate **Seller's** offer of compensation to buyer's broker in the amount of:  
71\* \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_. This compensation will be set forth in a separate  
72 written agreement between **Seller** and buyer's broker.

73\*  No Compensation will be offered to buyer's broker.

- 74\* **8. Brokerage Relationship: (check whichever applies) Broker** will  act as a transaction broker,  act as a  
75\* single agent of **Seller**,  act as a single agent of **Seller** with consent to transition to transaction broker, or  
76\*  have no brokerage relationship with **Seller**.

- 77 **9. Miscellaneous:** This Agreement is the entire agreement between **Seller** and **Broker**. No prior or present  
78 agreements or representations will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic  
79 signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile  
80 will be considered as originals.

81\* **10. Additional Terms:** \_\_\_\_\_  
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Seller (\_\_\_\_) (\_\_\_\_) and Broker/Authorized Associate (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 3.  
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110\* **Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

111\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

112\* Address: \_\_\_\_\_

113\* Email Address: \_\_\_\_\_

114\* **Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

115\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

116\* Address: \_\_\_\_\_

117\* Email Address: \_\_\_\_\_

118\* **Broker or Authorized Associate:** \_\_\_\_\_ **Date:** \_\_\_\_\_

119\* Brokerage Firm Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

120\* Address: \_\_\_\_\_

121\* **Copy returned to Seller on \_\_\_\_\_ by  email  facsimile  mail  personal delivery.**

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