



**EXCLUSIVE LISTING AGREEMENT
(RIGHT TO SELL, LEASE, OR RENT REAL ESTATE)
(Broker Representation of Owner/Seller)**



Check all boxes that apply.

1. **THIS AGREEMENT** is entered into by and between prospective **SELLER(S)** (print name per title) _____ hereinafter called "Owner" and (Brokerage/Firm) _____

OWNER'S BROKER, hereinafter called "Broker" or "Agent". The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include buyer, tenant or optionee. The terms "sell" and "sale" shall include sell, lease, rent, exchange or option. Owner or Owner's duly authorized agent whose signature appears below, hereby grants to the undersigned **BROKER**, the exclusive right to (**sell**) (**rent**) (**lease**) for an irrevocable period beginning the _____ day of _____, _____ and ending at 11:59 PM the _____ day of _____, _____ (the "Exclusive Period") the following property.

2. **THE REAL PROPERTY** located in _____ County, Iowa, legally described as _____
Address: _____
 Other (Parking, Storage Areas, etc.): _____

3. **INCLUDING** (if any) all property that integrally belongs to or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (window or central), door chimes, built-in items and electrical service cable, garage door opener and ___ control(s), other attached fixtures, radio and/or attached TV receiving equipment, fence, trees, bushes, shrubs, and plants.

OTHER ITEMS EITHER INCLUDED OR EXCLUDED (SPECIFY): _____

Notice: Items marked "included" are intended to remain with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase shall be the final terms of any agreement.

4. **GROSS SALES PRICE** to be \$ _____ on the following terms: _____

POSSESSION will be given _____ and owner will pay to Broker a **PROFESSIONAL SERVICE FEE** of \$ _____ or _____ % percent of the gross sales price, or \$ _____ or _____ % percent of gross 12 month lease, whichever is greater if:

- a. Broker procures a Buyer during the Exclusive Period ready, willing and able to purchase at the above price and terms, or on any other price and terms agreeable to Owner; or:
- b. Owner or anyone else sells, exchanges, leases, rents or otherwise transfers the property during the Exclusive Period at any price or on any terms (or as provided in paragraph 9); or:
- c. The property is sold, transferred, leased, rented, or exchanged, by any person, within _____ days after the end of the Exclusive Period (the Protection Period), to any person, firm or corporation, to whom Broker or any person representing Broker has a causal connection and presented for sale this property during the Exclusive Period, if Broker supplies Owner with a list of names and addresses of persons at or before the end of the Exclusive Period. Provided, however, that Owner shall not be obligated to pay the Professional Service Fee if: (1) a valid listing agreement for the Property is entered into during the Protection Period with another licensed real estate broker and the sale of the Property is made during the Protection Period; and (2) Owner does not reserve the parties on the protected list from the new listing; or:

Seller(s) (Initials) _____ , _____ **acknowledge that they have read this page.**

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- d. Owner prevents the sale of this property by any adverse action, including, but not limited to, prohibiting the buyer from making improvements to the property required by lender prior to settlement, not performing the contract in good faith, or attempting to cancel this agreement without cause. Owner agrees to deliver abstract or assist Buyer in obtaining title insurance and a good, marketable title.
- e. In the event an offer is accepted on this property during the term of this listing agreement or any protection period thereafter, all parties agree the terms and conditions of the listing agreement will be extended to cover and accommodate final settlement, document recording, and administrative tasks to facilitate the transaction.

The professional service fee shall be payable in cash in the county in this state where Broker has his principal office, at the time of the transaction settlement. Owner authorizes Broker or other escrow agent to pay Broker from Owner's proceeds of the sale.

- 5. **COOPERATIVE BROKERAGE ARRANGEMENTS.** An Exclusive Listing means that Seller/Client contracts with Brokerage to be the sole Brokerage they will contract with during the period of the listing agreement for the sale of the property. However, Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this listing Brokerage may offer compensation to other Brokerages of up to (\$_____) or (_____% percent of gross sale price) or (_____% percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.
- 6. **BROKER** is given permission to: (1) Submit property data to the Multiple Listing Service along with all marketing information including utility and tax information both before and after closing; (2) advertise this property via any reasonable means, including display of interior photographs and online; (3) (**may**) (**may not**) place a for-sale sign thereon; (4) remove all other for-sale signs; (5) (**may**) (**may not**) place a lock box thereon; (6) show the property at all reasonable times; (7) show other property and provide comparative data to prospective buyers; (8) recommend property inspections at buyer's expense. (9) Utilize best efforts to sell the property. Brokerage/Agent shall not pay for any services (other than the above) without the written agreement between Brokerage and Client. Broker may also make the following selling statement to prospective buyers:

Broker (**may**) (**may not**) disclose this reason for selling: _____

Information contained in this box only for use with Brokerages operating as a Virtual Office Website (VOW)

Virtual Office Website (VOW) Policy – The following options are available if the Owner/Seller so desires.

Owner/Seller:

- a. advises brokerage that Seller does not want the listed property to be displayed on any internet site ; or
- b. advises brokerage that Seller does not want the address of the listed property to be displayed on the internet.

Owner/Seller understand and acknowledge that, if option (a), is selected consumers who conduct searches for listings on the Internet will not see information about my listed property(ies) in their search results.

Advertising: If Owner/Seller advertises on their own, Brokerage name and number shall not be on any marketing or advertising, unless the Brokerage has approved and provided written consent to Seller. Seller shall inform brokerage of any form of independent advertising.

- 7. **OWNER INQUIRIES:** Owner agrees to refer to Broker all inquiries from any person received during the Exclusive Period. Owner agrees to provide the Broker access to the property at all reasonable times and agrees to assist in marketing the property. Owner authorizes the Broker to release any mortgage, credit, or loan information which may be necessary or useful to promote and complete the sale of the property.
- 8. **RENTAL LIMITATIONS.** If the subject property is being offered for sale, owner agrees that this property will not be rented during the term of this agreement, unless the lease specifically provides that the property may be shown upon _____ hours notice to the tenant during reasonable hours and that possession shall be given to a buyer within _____ days of accepted offer. Is this property being sold subject to tenants' rights? (**yes**) (**no**). If yes, attach lease(s) and/or rental agreement(s).
- 9. **EARNEST MONEY.** Broker may: (1) accept earnest money deposits; (2) hold earnest money checks until both buyer and seller have executed a sales agreement; (3) deposit earnest money in Broker's trust account; (4) hold earnest money until the transaction has been consummated or otherwise terminated; (5) require written releases from all parties before releasing trust funds. If a buyer deposits earnest money and thereafter defaults, the balance of the earnest money shall be paid to Owner: and Owner (**agrees**) (**does not agree**) to pay a sum equal to one-half of the earnest money (but not exceeding the amount of the Professional Service Fee) to Broker for Broker's services.

Seller(s) (Initials) _____ , _____ acknowledge that they have read this page.

- 10. OWNER REPRESENTATION OF PROPERTY.** Owner agrees to complete and accurately describe all items required by a Sellers Disclosure of Property Condition form which satisfies the requirements of Chapter 558A of the Code of Iowa and to advise the Broker of any structural or other defects known in the property which a reasonable inspection could not discover. The Owner further warrants they have utilized ordinary care in completing form and all information disclosed will be correct and agrees to indemnify and hold harmless the broker from any and all loss, damage or expense to which Broker may be subject in connection with the failure to make adequate disclosure by Owner, including reasonable attorney fees and costs. The Owner acknowledges that the Broker has a legal duty to disclose to all parties any Material Adverse Facts which the Broker has actual knowledge and which a reasonable inspection by the proposed Buyer would not reveal. Owner also agrees to complete a Lead Based Paint Disclosure if obligated under Federal or State Laws.
- 11. HAZARDOUS MATERIALS AND DEFECTS.** Owner represents that there are no known hazardous materials or contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the property, except _____ (If none, so state)
- 12. EQUIPMENT, FIXTURES AND MECHANICAL SYSTEMS.** Owner agrees that all equipment and fixtures, including appliances (if any), electrical, plumbing, heating, and cooling, as part of this sale, will be in operating condition and performing the function for which they were intended, on either the date of possession or settlement, whichever takes place first, except _____ (If none, so state)
- 13. INDEMNIFICATION** Owner warrants that all information given herein, and set forth on any property data sheet provided to Broker, is correct to the best of Owner's knowledge and belief and indemnifies Broker from all damages that may arise out of undisclosed, or incorrect facts or statements of Owner. Owner (**has**) (**has not**) reviewed the property data sheet and if reviewed accepts data thereon by signing below. If reviewed, initialed by Owner, and attached, it is made a part of this Agreement.
- 14. REMEDIES OF THE PARTIES.** If Broker successfully defends any court action lacking good cause or good faith brought against Broker by Owner, Owner agrees to pay all usual and reasonable court costs and attorney fees expended by Broker. This listing agreement and any contract arising there from, shall be interpreted, governed and construed pursuant to the laws of the State of Iowa and the parties consent that the Iowa District Court in the County where the property is located shall be the forum and jurisdiction in which to bring any cause of action arising out of or under this agreement.
- 15. AGENCY DISCLOSURE.** Owner acknowledges receipt of the disclosure "**Agency/Policy Disclosure and Acknowledgement**" from Broker. Owner agrees, as a part of Broker's real estate business, Broker and Broker's affiliated licensees may represent buyers as clients and enter into written Buyer Agency Agreements to serve as buyer's Agent. Owner (**desires**) (**does not desire**) that Broker show to buyer(s) such Seller client property, which meets buyer's price range and needs. A **Dual Agency Potential/Consent Agreement** (**is**) (**is not**) attached. If attached, it shall be made a part hereof. An **Appointed Agency Agreement** (**is**) (**is not**) attached. If attached it shall be made a part hereof.
- 16. BROKERAGE SERVICES ONLY.** Owner acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Owner is hereby advised to seek such other professional advice as may be important to Owner. The following minimum service shall be provided to the client by brokerage:**
1. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
 2. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
 3. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
 4. Provide prospective buyers access to listed properties.
- 17. REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CALL.** Owner requests that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value forms, and authorize Broker to call Residence.

Seller(s) (Initials) _____ , _____ acknowledge that they have read this page.

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- 18. RELEASE OF INFORMATION.** Owner authorizes lender(s), contract holder(s), and utility companies to provide Broker with any and all information regarding the above-described property.
- 19. COMMUNICATION.** A facsimile transmission, an emailed or electronically scanned document or a signed copy hereof, as well as any addendums to this agreement shall constitute a binding agreement. The parties agree to confirm this agreement by mail or personal delivery of the original signed agreement between the parties.
- 20. ENTIRE AGREEMENT.** This Exclusive Listing Agreement constitutes the entire agreement between the parties relating to Broker's representation of Owner, and supersedes any prior listing agreement, whether oral or written. This Agreement shall be binding upon the heirs, assigns, executors, and administrators of the parties and only agreements noted herein, shall be binding upon the parties. This property is offered without respect to race, color, creed, sex, sexual orientation, gender identity, national origin, religion, physical/mental disability/handicap or familial status/presence of children.
- 21. NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt of any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Brokerage, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH THE
LAWYER OF YOUR CHOICE. RECEIPT OF A COPY OF THIS AGREEMENT IS
ACKNOWLEDGED BY OWNER.**

EXECUTED this _____ day of _____, _____ at _____ a.m. p.m.

BROKER/BROKERAGE _____ ADDRESS _____

By: _____ TELEPHONE _____
AFFILIATED LICENSEE

1. OWNER _____
Print Name

2. OWNER _____
Print Name

Signature: _____

Signature: _____

ADDRESS _____

ADDRESS _____

TELEPHONE _____

TELEPHONE _____

EMAIL _____

EMAIL _____

Tax ID # _____

Tax ID # _____