

Exclusive Right To Sell Listing Contract

List Date Exp. Date

DEFINITIONS

- 1. This Contract involves the property located at:
2. Legally described as
3.
4. 'I' means
5. 'You' means: Real Estate (Broker.)

LISTING

- 7. I give you the exclusive right to sell the property for the price of \$
8. terms:
9. ends at 11:59 p.m. on
10. a "For Sale" sign and a lock box with keys on the property.

- 11. I understand you are a member of a Regional Multiple Listing Service (RMLS) and you will give information to RMLS and may place information on the Internet concerning the Property. I will notify you of relevant information important to the sale of the Property. If you sell the Property, you may notify RMLS and member REALTORS of the price and terms of the sale. I understand this Contract DOES NOT give you authority to rent or manage my Property. I understand mortgage financing services are usually paid for by the buyer; however certain insured government loans may require the seller to pay a portion of the fees for the mortgage loan. I understand I will not be required to pay the financing fees on any mortgage without giving my written consent. I understand you may list other properties during the term of this contract. I understand I may be required to pay certain closing costs which may reduce any proceeds of sale.

MY DUTIES

- 18. I will cooperate with you in selling the Property. I will promptly tell you about all inquiries I receive about the Property. I agree to provide and pay for any inspections and reports required by any governmental authority. I agree to provide homeowner association documents if required. I will remain responsible for security, maintenance, utilities and insurance while I own the Property, and for safekeeping, securing and/or concealing any valuable personal property during Property showings or open houses. I will provide the buyer an updated abstract of title or owner's duplicate certificate of title and registered property abstract, or owner's title insurance policy in the full amount of the purchase price as agreed to in a Purchase Agreement. I have the full legal right to sell the Property. I will sign all documents necessary to transfer to Buyer marketable title to the Property.

YOUR COMMISSION

- 25. NOTICE: THE COMMISSION RATE FOR THE SALE, LEASE RENTAL OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL REAL ESTATE BROKER AND ITS CLIENT.

- 27. I will pay you a commission of 5% 6%, 8% 7% % of the selling price, and a \$125 broker administrative fee, if I sell or agree to sell the Property before this contract ends.

- 29. In addition, if before this contract ends you present a Buyer who is willing and able to buy the Property at the price and terms required in this contract, but I refuse to sell, I will still pay you the same commission and fee. I agree to pay your commission and fee whether you, 1, or anyone sells the Property. I understand and agree that you will, in your sole discretion, decide whether to offer and pay a share of your commission to other real estate brokers, and if so, under what conditions and in what amounts You will decide whether or not to offer sub-agency, or to share your commission with buyers' brokers and non-agents. The amounts offered and paid, if any, may vary from broker to broker. I agree to pay your commission and fee in full upon the happening of any of the following events: (1) The closing of the sale. (2) My refusal to close the sale, or (3) My refusal to sell at the price and terms required in this contract.

- 35. If within days after the end of this contract, I sell or agree to sell the Property to anyone who:
(1) During this contract made inquiry of me about the Property and I did not tell you about the inquiry; or
(2) During this contract made an affirmative showing of interest in the Property or was physically shown the Property by you and whose name and address is on a written list you give me within 72 hours after the end of this contract; then I will still pay you your commission and fee even if I sell the Property without your assistance. I understand that I do not have to pay your commission and fee if I sign another valid listing contract after the expiration of this Contract, under which I am obligated to pay a commission to another licensed real estate broker.

- 41. To secure the payment of your commission and fee, I hereby assign to you the proceeds from the sale of my Property in an amount equal to the commission and fee due you under this contract.

CLOSING SERVICES

- 44. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. I understand that no one can require me to use a particular person to conduct the closing and that I may arrange for any qualified person, including my attorney, to conduct the closing. Real Estate Broker or his assigns may arrange to provide closing services for its clients, through an affiliated Title company which may be under common ownership or business arrangement for a fee payable at the time of the closing. All documents related to the closing will be available for review by my attorney, accountant or financial advisor at the closing or, upon my request, prior to closing.

- 50. NOTICE: THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR REAL ESTATE CLOSING AGENT HAS NOT AND UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR THE CLOSING ITSELF.

- 53. Yes, I wish to have Real Estate Broker arrange to provide the closing service as stated above.
54. No, I will make the necessary arrangements for closing the transaction, which closing shall be performed by my attorney or other qualified closing agent and I agree to provide a CLOSING AGENT ACKNOWLEDGMENT FORM TO REAL ESTATE BROKER.

NOTICES AND NONDISCRIMINATION

- 57. I have had the opportunity to review the "NOTICES AND NONDISCRIMINATION" clause on the back of this Contract form.

AGENCY REPRESENTATION

If a Buyer represented by Broker wishes to buy your property, a dual agency will be created. This means that Broker will represent both you and the Buyer(s) and owe the same duties to the Buyer(s) Broker owes to you. This conflict of interest will prohibit Broker from advocating exclusively on your behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, you will need to agree that confidential information about price, terms, and motivation will still be kept confidential unless you instruct Broker in writing to disclose specific information about you. All other information will be shared. Broker cannot act as a dual agent unless both you and the Buyer(s) agree to it. By agreeing to a possible dual agency, you will be giving up the right to exclusive representation in an in-house transaction. However, if you should decide not to agree to a possible dual agency, and you want Broker to represent you, you may give up the opportunity to sell your property to Buyers represented by Broker.

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

- X Sellers will agree to a dual agency representation and will consider offers made by Buyers represented by Broker.
NA \* Seller(s) will not agree to a, dual agency representation and will not consider offers made by Buyers represented by Broker.

Seller: Broker:
Seller: By:
Date: (Salesperson)

\*Note: It is Real Estate Brokers policy to accept only listing agreements having a sellers' agreement to allow a possible dual agency representation (Other real estate brokers may accept a listing where a seller has not agreed to a possible dual agency.)

CERTIFICATION INDIVIDUAL TRANSFEROR

- 75. Section 1445 Of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest, must be notified in writing and must withhold tax if the transferor (seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (seller) is a foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real Property Tax Act (FIRPTA) will be complied with. Seller(s) state and acknowledge the following:

- 79. I am a citizen of the United States, or if a corporation, partnership or other business entity, duly incorporated in the United States, or, if a partnership or business entity, formed and governed by the laws of the United States: Yes No

- 81. If no, please state country of citizenship, incorporation or the like:
82. Under the penalties of perjury I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct and complete.

83. ACCEPTED BY: Real Estate Broker or Assigns By: (Agent)
84. Date Signed:

85. ACCEPTED BY: (Seller) SSN:
86. ACCEPTED BY: (Seller) SSN:

87. Address:
88. Phone: Date Signed:



*Automation Removed for Security*

*Sounds Removed for Security*

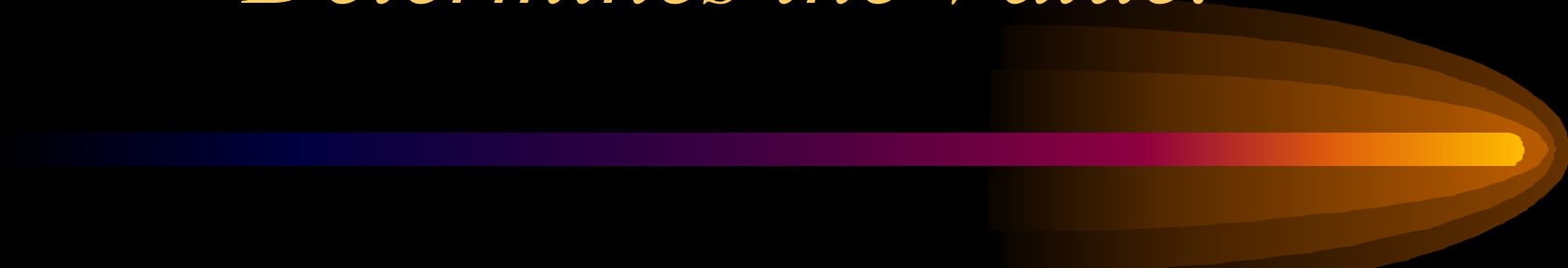
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**To View: Manual Select Pages**

**START**

Click: Then Wait 7-Seconds

*You Set the Price for your Home,  
but Ultimately the Buyer  
Determines the Value.*



My job is to supply you with facts  
about what has sold recently, and  
what is for sale now!

*79% of Buyers Purchase their  
Homes Through...*



**A PROFESSIONAL  
REAL ESTATE AGENT**

*Houses Sell Quicker and Usually  
for More Money...*



When they are priced properly in the  
beginning!

# *Overpricing...*



- Reduces sales associate activity
- Reduces advertising response
- Loses interested buyers
- Attracts the wrong prospects
- Eliminates offers
- Helps sell your competition
- Extends marketing time

# *Realtor's have Buyers Waiting...*




Many are working with clients who  
are waiting for a new home like yours  
to be listed!

# *Things that don't Affect Value...*

- Your original cost
- The cost to re-build it today
- Your home update investments
- Personal attachment
- Certain types of improvements



# *Performance Warranty*

- 
- Prepare a CMA property analysis
  - Submit regular performance reports
  - Create digital four color marketing material
  - Place the home on the MLS system
  - Place a yard sign within 3-days of listing

# *Exclusive Services Provided...*

- Better marketing materials
- Internet home video tour
- Internet home ads
- Marketing guides
- Marketing brochures
- E-mail ad broadcast
- Fax poll home ads
- Professional networking
- Brochure aids
- Flyer broadcast



# *My Strategy for Exceptional Service*



- I will handle all the detail work
- I will stay in touch with you
- I will help maintain the property
- I will show you consideration
- I will use new marketing technology
- I will negotiate the best deal

# *Five Reasons a Property Sells*



- Location
- Price
- Terms
- Condition
- The Agent you Select

# *Marketing Factors*



- The role of the real estate community
- The price and positioning of your home in the marketplace
- The role of the marketing coordinator

# *Your Home is a Large Investment...*



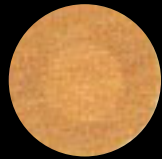
- I am a full time Realtor
- I have designations of excellence
- I am a member of the Local Board of Realtors
- I am a member of the National Association of Realtors
- I am trained in technology marketing

*I can Follow up with Prospects...*

Without them thinking you are  
anxious to sell your home!

*selling!*

# *Terms // Price Relationship*



Fair Terms = Fair Price

Good Terms = Good Price

Great Terms = Great Price



*Part of my Job is to Save you  
Money*



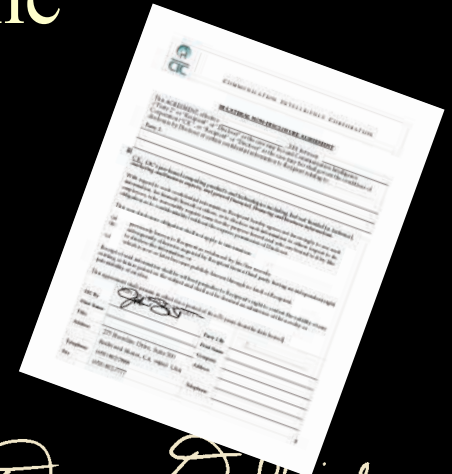
My skills in negotiating will obtain  
you the best price and terms!

*Another Part of my Job...is to  
Save you Time!*

So lets get started with the  
paperwork.

[CLICK HERE FOR LISTING CONTRACT](#)

END OF SLIDES



*Dave Duffield*