

Exclusive Right to Sell or Lease Listing Agreement

The MLS and Texas Real Estate rules require that you sign a listing agreement before we can list your property on the MLS. Owner **MUST NOTIFY BROKER WITHIN 24 HOURS** of **ANY** status change and **provide copies of contracts** to broker, per TREC rules. This applies to **any** type of sale or lease with or without a buyer/tenant agent.

I understand I may incur a fine if I do not let broker know within 24 hours of signing a contract _____

This LISTING AGREEMENT is by and between the **owner/s (must be owner/s on deed & spouses)** and Listing Results, LLC – Broker.

Owner Name/s _____ and Listing Results, LLC (Broker) and

Provides that in consideration for providing services described herein, owner hereby appoints Broker as owner's listing broker.

Broker to list the property at a **sale/rental** price of \$ _____

Address _____

City/Zip _____ in _____ County.

Broker will file this listing with the Multiple Listing Service (MLS). Owner authorizes Broker to submit information about this property on the MLS. MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including leased or sold data, so that subscribers to the MLS may use the information for market evaluations or appraisal purposes. This agreement also grants the MLS the right to download your listing to the applicable public websites. Broker has no control over any of the public websites.

Owner may cancel this agreement at any time unless the property is in negotiations, under contract or has sold. There is no refund once the property has been listed. Owner grants Broker the exclusive right to list the property, which means owner cannot list property on the MLS with a different broker without first canceling this agreement with Listing Results, LLC. If for any reason Broker cannot reach seller in a reasonable amount of time, broker may terminate this agreement and no refund will be given to seller. If the owner signs other amendments to this agreement, those terms will apply.

Offer of commission/compensation is no longer allowed to be posted on the MLS; Commission is negotiable and can be negotiated with the buyer's agent at the time of offer submission. You may tell agents if you are offering a commission, however we are no longer able to list it anywhere on the MLS. We recommend agents use TXR-2406 which is posted on our offer instructions and www.sendoffer.com where agents send us offers.

COOPERATION WITH "OTHER BROKERS" (BUYER AGENT/BROKER): Broker will allow other Brokers (i.e. buyer agents/brokers) to show the property to prospective buyers/tenants If seller is offering a commission, this fee will be negotiated at the time of offer submission and payable to the buyer agent/Broker (one Broker) that brings the person that purchases/leases the property listed and is payable at closing/move-in.

Broker is not an expert in and is not providing advice to owner concerning legal matters, tax, financing, surveying, structural or mechanical condition, hazardous material, or engineering. The owner is encouraged to seek expert help from qualified professionals in such areas.

Owner understands that they must comply with all federal, state, and local laws concerning fair housing and acknowledges that federal and Texas law prohibit discrimination in the lease of property based on race, color, religion, sex, disability, familial status, national origin, gender identity or sexual orientation. Owner cannot instruct Broker or any salesperson acting as owner's agent or convey on behalf of Landlord any limitations in the lease of the property based upon any of the foregoing. Owner shall indemnify, defend and hold Broker harmless from and against any and all claims, demands, suits, damages, liability, losses, or expense (including all attorney's fees and damages) arising out of any misrepresentation, nondisclosure or concealment by seller in connection with the sale/lease of the property, including, without limitation, the inaccuracy or incompleteness for any complaints made by a buyer or prospective buyer before or after possession of the property with respect to any defect in the property.

Owner agrees to submit accurate information about the property. Square footage must be verifiable by tax records or an appraisal; we cannot use building plans, survey, owner drawings or anything other than an appraiser's measurements. If you do not have an appraisal or appraiser's measurements, we will use the tax records.

Owner has received/read/signed the Information about Brokerage Services concerning brokerage relationships and understands it in its entirety. Owner may not attempt to procure a tenant/buyer represented by a broker and negotiate directly with them.

Owner understands that Texas law requires Broker to disclose to any buyer all adverse material facts related to the condition of the property known by Broker or Owner. Owner acknowledges that broker is subject to and will abide by the Rules and Regulations of the MLS, any REALTOR® Association and the Texas Real Estate Commission, SB 810, minimum level of service rules, and listing broker may cancel this agreement if owner does not comply with these rules, is unreachable, or fails to provide any info needed and will not be entitled to a refund of the listing fee. **Owner agrees to pay any fines incurred from the MLS for not reporting status changes or any inaccurate information.**

Broker is required by TREC to have copies of all contracts, addenda, seller's disclosure, HUD-1 and owner agrees to provide all information within 24 hours after closing and funding. If information is not provided by owner, owner is in breach of this agreement and may be subject to fines. Broker will provide the level of service as required by the Texas Real Estate Commission or any governing organization.

If you choose to use a lock box, Broker advises owner that a lock box is not a security device. Using a key box will probably increase showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor the MLS nor Listing Results LLC requires a key box and is not responsible for any loss, damage, or theft. Broker is not responsible or liable in any manor for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not limited to injuries or damages caused by any party.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT; I am the owner on the deed of this property. BY MY SIGNATURE BELOW, I AGREE TO ALL OF THE TERMS OF THIS CONTRACT IN ITS ENTIRETY. I agree to supply Listing Results, LLC with all contracts, addendums and any forms requested. I agree to pay any fines incurred by not supplying the required paperwork to broker. Any alteration of this Listing Agreement without consent of the broker will not be valid. If you sign this agreement and are not the owner of record, we will terminate this listing and no refund will be given.

Equitable Interest: We cannot list on the MLS if you have equitable interest or attorney in fact, if discovered listing will be terminated and there will be no refund.

TERM: Listing commences on: (fill the **date** you wish the listing to start)

Start date ____/____/____ (Mon-Fri for a Friday list date, we need all required info by Wednesday.) We do not list on Saturday's or Sundays.

Expiration date ____/____/____ Please fill in the full length of your plan, but do not put longer than your plan allows. These are consecutive dates.

****Important:** Your listing will expire & our agreement will terminate on the date you fill in as an expiration date; regardless of the amount of time your plan includes. If you wrote in a shorter time, you MUST extend prior to expiration on the MLS or there will be a charge to do so. If you put in a longer time than your plan includes, we will alter it. (Expiration date is the length of package there is no refund once the property has been listed.)

OWNER'S (owner on deed) SIGNATURE X _____

OWNER'S (owner/spouse) SIGNATURE X _____

(Married owner, if your spouse has ever lived in property, they must sign as well)

Listing Results, LLC (Broker) ---- **Office:** 817-283-5134 **E-Fax:** 817-886-2556 **Email:** list@listingresults.com