

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE

THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING
DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into between _____ (the "Company"), _____ as the authorized agent for the Company (the "Seller's Agent") and _____ (the "Seller").

1. TERM OF LISTING. Seller hereby grants to the Company the exclusive right to sell, lease, or exchange real property owned by the Seller and described as: _____ (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing. This Listing Agreement is effective as of the date it is signed by all parties and ENDS at 5:00 P.M. (Mountain Time) on _____ (End Date) (the "Listing Period"). In the event this Listing Agreement expires while the Property is under contract to be sold, the Company and Seller mutually agree that the Listing Period shall automatically extend until the under-contract transaction closes or is cancelled.

2. BROKERAGE COMPENSATION.

2.1 Seller's Brokerage Fee. If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller has negotiated with and agrees to pay to the Company a brokerage fee in the amount of _____% and \$ _____ of such gross acquisition price (the "Brokerage Fee").

2.2 Seller's Brokerage Fee with an Unrepresented Buyer. If a buyer is not represented by a brokerage, the Seller and the Company agree that the Company may have additional liability and responsibilities in the transaction. Seller agrees that _____% and \$ _____ of the gross acquisition price **shall be added** to the Brokerage Fee.

2.3 Authorization to Offer Compensation to Buyer's Brokerage. The Company is authorized to advertise or otherwise communicate that the Seller and/or the Company is offering to pay compensation to a buyer's brokerage in an amount up to _____% or \$ _____ of the gross acquisition price. If no amount is entered, then the Company is not authorized to advertise or otherwise communicate that Seller and/or the Company is offering to pay compensation to a buyer's brokerage. Unless checked below, the Company may enter into a written compensation agreement to pay a buyer's brokerage not to exceed the authorized amount in this Section 2.3. If the Company agrees to a written compensation agreement to pay a buyer's brokerage, then the Seller agrees that the Brokerage Fee will be increased by the amount agreed to in the written compensation agreement.

[] Seller does not authorize the Company to enter into a written compensation agreement with a buyer's brokerage.

2.4 Seller's Brokerage Fee Due and Payable. The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the closing documents for the acquisition of the Property ("Closing"); (b) If a lease, the effective date of the lease; and (c) if an option, the date consideration for the option agreement is paid. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. BROKERAGE FEES ARE FULLY NEGOTIABLE AND ARE NOT SET BY LAW, ANY BOARD OR ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE (the "MLS"), OR IN ANY MANNER OTHER THAN BETWEEN THE COMPANY AND SELLER.

3. PROTECTION PERIOD. If within _____ months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, the party's representative, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

shall be governed and construed in accordance with the laws of the State of Utah. The Seller forfeits any and all rights to participate in any class action against the Company. In particular, the Seller agrees not to be a representative or member of any class of claimants or act as a private attorney general in litigation, arbitration, or administrative proceeding with respect to any claim arising out of this Listing Agreement.

9. ADVERTISING/SELLER AUTHORIZATIONS. The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each MLS in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):
[] County Records [] Appraisal [] Building Plans [] Other (explain) _____
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

10. PERSONAL PROPERTY. The Seller acknowledges that the Company has discussed with the Seller the safeguarding of personal property and valuables located within the Property. The Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. The Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

11. ATTACHMENT. A UAR-approved Seller's Property Condition Disclosure form, the Data Form and a Wire Fraud Alert Disclosure are incorporated into this Listing Agreement by this reference. There [] ARE [] ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

12. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"). The sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under FIRPTA. A "foreign person" may include a *non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate*. Seller warrants and represents to the Company and to the Seller's Agent, that Seller [] IS [] IS NOT a "foreign person" as defined by the Internal Revenue Code and its associated regulations. If Seller is not a foreign person, Seller agrees, upon request, to deliver a certification to Buyer at closing, stating that Seller is not a foreign person. This certification shall be in the form then required by FIRPTA. If FIRPTA applies to you as Seller, you are advised that the Buyer or other qualified substitute may be legally required to withhold a substantial percentage of the total purchase price for the Property at closing and remit that amount to the IRS. If Seller is a foreign person as defined above, and Seller does not have a US Taxpayer Identification number, Seller agrees to prepare to apply for a US Taxpayer Identification number.

13. EQUAL HOUSING OPPORTUNITY. The Seller and the Company shall comply with Federal, State, and local fair housing laws.

14. ELECTRONIC TRANSMISSION & COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

