



# LISTING AND MARKETING AGREEMENT



Property located at (Municipal Number) \_\_\_\_\_ City \_\_\_\_\_

Zip \_\_\_\_\_ Lot \_\_\_\_\_ Square/Parcel \_\_\_\_\_ Subdivision \_\_\_\_\_

or Legal Description \_\_\_\_\_ Parish of \_\_\_\_\_, LA

### EMPLOYMENT

The undersigned Seller(s) hereby engages undersigned Broker its successors and assigns for Seller's exclusive brokerage service and grants to Broker the sole and exclusive right to market and to sell, exchange or otherwise arrange to transfer the above described real property at the price as below outlined, or any other price that Seller agrees to accept. The manner in which the Property shall be marketed and advertised by Broker will be determined at the sole discretion of Broker. Said marketing shall include, but not be limited to, print advertising and internet advertising. Any costs incurred for said marketing shall be at the sole expense of Broker. Seller agrees to pay Broker professional brokerage fees amounting to \$\_\_\_\_\_ or \_\_\_\_\_ percent of the gross amount of any agreement to sell, exchange or other type of transfer. This brokerage fee is earned when Seller enters into any agreement to sell, exchange or otherwise transfer title to a buyer. Broker and Seller's Designated Agent are authorized to cooperate with other brokers. Broker may pay a portion of the brokerage fee stated above to such other broker in any manner Broker may see fit. Settlement Agent is authorized to disburse said fee according to Broker's instructions.

This employment and authority shall begin on \_\_\_\_\_, and shall continue until midnight \_\_\_\_\_, except if at that time an agreement to purchase the property is in effect, this employment shall continue until that sale is closed, or the purchase agreement has expired, whichever occurs last. Seller agrees to refer all prospects to the Broker or Seller's Designated Agent during the term of this listing.

Seller further agrees to pay Broker the above-stipulated fees in the event of sale, exchange or any agreement to transfer the property within 180 days after the expiration or termination for any reason of this agreement, provided buyer has become interested in the property as a result of the efforts of the Broker during the term of this agreement, unless the property is listed exclusively with another Broker.

Seller agrees to indemnify Broker or any Seller's Designated Agent, its officers, directors, associates, agents, or employees against any claim, including the cost of litigation, if any incorrect information is furnished by the Seller concerning the property, including but not limited to the Property Disclosure Document.

Seller acknowledges that except for the price the Seller(s) will take, confidential information includes only information designated in writing as being confidential or information the disclosure of which could materially harm the position of the Seller. Seller also acknowledges that material information about the physical condition of the property cannot be considered confidential. Seller further acknowledges that Seller's Designated Agent may disclose confidential information to the Broker for the purpose of seeking advice or assistance.

Broker is authorized to accept on behalf of Seller(s) all Deposit(s) related to the Property. Said Deposit(s) shall be held in a non-interest bearing escrow account in accordance with the rules of the Louisiana Real Estate Commission. Seller understands that the deposit cannot be disbursed without mutual written consent of the Buyer and Seller, or by judicial order or by ruling of the Louisiana Real Estate Commission.

(Check one)

A "For Sale" sign  may  may not be placed on property.

A "Lock Box"  may  may not be placed on property.

### PROPERTY

Price \$ \_\_\_\_\_ The property to be sold includes all buildings, component parts, things permanently attached to the building(s) or other constructions, as well as the following parts of the building(s) or other constructions, regardless of how they are attached and regardless of whether substantial damage would occur to the item attached or the item it is attached to if it were removed: all plumbing, heating, cooling, electrical or other installations, hardware, doors, gutters, shutters, fences, gates, ceiling fans, sinks, faucets and knobs, toilets, bathtubs, cabinets and their hardware, switch plates, speakers, security system, sprinkler system, landscape lighting, landscaping, plants and shrubs, pot hangers, awnings, fountains, freestanding fireplace, gas logs, basketball goals, playground equipment, garage doors and openers, outdoor built-in cooking equipment, hot tub, stained glass windows, window treatments, including draperies, rods and blinds, exterior TV antennae/satellite dishes, built-in appliances and fixtures, air conditioning window units, electric and gas lighting fixtures (indoors and outdoors), carpets, window screens and bathroom mirrors, all of which are in place at the time this agreement is executed, unless otherwise stated herein. Nothing in this description shall be deemed to include furniture and artwork, which would not be considered part of the construction of the home. In the event of doubt or ambiguity as to whether or not an item is included in the sale, such doubt or ambiguity shall be resolved in favor of inclusion unless specifically excluded herein. The following items are specifically excluded:

Seller warrants to Broker and to Seller's Designated Agent that: (1) Seller has merchantable title to the property; (2) Seller has authority and capacity to sell and that there are no other Sellers; (3) the property fronts on a public road or highway; (4) there are no known encroachments across the boundaries or into any servitude on the property; (5) all heating, air-conditioning, plumbing, water wells, sewer systems, electrical systems as well as built-in appliances are in normal working order, which means functioning for the purpose for which they are intended, commensurate with age or will be made so prior to sale; (6) to the best of Seller's knowledge, the property has no hidden defect(s) including, but not limited to, termite or insect damage, slab or foundation cracking or sinking, structural weakness or damage, or lead based paint or lead-based paint hazard, mold or conditions that may lead to mold (i.e., water damage that has not been properly remedied).

**MINERAL RIGHTS** (Check one)

- If Seller owns any mineral rights they are to be conveyed without warranty.
- Mineral rights owned by Seller, if any, are to be reserved by the Seller, but Seller waives the right to use the surface for any mineral activity.
- Other \_\_\_\_\_

**MAINTAINING CONDITION**

Seller agrees to maintain premises, including the lawn and all landscaping, in present condition. Seller agrees to remove all refuse and personal property from the premises before the date of possession.

**DISCLOSURE**

Seller understands the significance of making a complete and accurate disclosure of all adverse circumstances or conditions affecting the property, on the Property Disclosure Document which becomes part of this Listing and Marketing Agreement. If improvements were built prior to 1978, Seller shall complete Lead Based Paint and Lead Based Paint Hazard Disclosure. Seller or Seller's agent will provide Buyer with HUD pamphlet "Protect Your Family From Lead in Your Home" and Seller will comply with all disclosure requirements of Federal law and regulations concerning lead-based paint and lead-based paint hazards.

Seller(s) elect to sell property with full waiver of warranty and redhibition rights at act of sale as per La. C.C. art. 2520 *et seq.* Buyer should be advised of and asked to initial the section of the Purchase Agreement entitled "Waiver of Warranty of Condition of the Property."

Check if applicable:  The person listing the Property with Broker is a person who has not used the Property as a residence (e.g., the administrator of the estate of the previous owner, etc.); therefore, Seller's information regarding the Property is limited.

**AGENCY**

Broker designates and Seller accepts Listing Agent named below (Seller's Designated Agent) as the only legal agent of Seller. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller will be informed in writing within a reasonable amount of time. Any additional agent so designated shall be included in the term Seller's Designated Agent as used in this agreement. Seller acknowledges that Seller's Designated Agent may from time to time have another sales associate who is not an agent of the Seller conduct an open house of Seller's property or provide similar support in the marketing of Seller's property.

Seller authorizes Seller's Designated Agent to disclose to any prospective buyer or agent whether or not there are any outstanding offers to purchase the property at any given time, but is not to disclose the Seller's motivation or price or terms the Seller(s) will accept other than the price or terms listed or any other details of such offers without Seller's approval.

(Check one)

- Should Designated Agent represent a Buyer who wishes to purchase the property of Seller, Seller does hereby consent to this dual representation by Designated Agent.
- Seller does not consent to dual representation by Designated Agent.

If an attorney is engaged by Broker to enforce Broker's rights under this contract, Seller agrees to pay the reasonable fee of such attorney, and the Seller agrees to pay all court costs, other costs and expenses that may be incurred by Broker. If Broker incurs any claim or suit by any person or personal injury or property damage as a result of the condition of above described premises or to Seller's negligence, Seller(s) agree to indemnify Broker against all such liability, loss and expense.

**MULTIPLE LISTING SERVICE, INTERNET DATA EXCHANGE AND INTERNET DISPLAY**

It is understood that Broker is a member of the Greater Baton Rouge Association of REALTORS® Multiple Listing Service ("MLS"). Broker and Seller agree that the information contained in this agreement (the "Property Data") will be filed in MLS and processed in accordance with the rules and regulations of MLS. The permission granted by Seller, by signing this agreement, to include the Property Data in MLS likewise means that the Property Data may be included in any media advertising, including Internet advertising, in which MLS data is included and will also be included in Internet Data Exchange on Virtual Office Websites ("VOWs"). Internet Data Exchange is an Internet based system whereby Brokers share information regarding their listings of properties for sale. Brokers who participate in the system are permitted to include on their websites listings of other Brokers who participate in the system. Therefore, active listings may be viewed by real estate professionals and the public at large. A VOW is the website or a feature of a website of an MLS participant through which the MLS participant is able to provide real estate brokerage services to consumers and where the consumer has the opportunity to search MLS data. If Seller does not want the Property Data included in Internet Data Exchange, on VOWs, or in other forms of publicly-accessible media, then Seller can opt out of displaying the property data on publicly-accessible websites or VOWs. Alternatively, Seller may opt out of including the property address on publicly-accessible websites or VOWs while allowing other Property Data to be displayed. Seller may also require VOWs to disable functions that (i) allow third parties to write comments or

reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automatic estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

(Check if applicable)

**Total Opt Out** - Seller has chosen to opt out of displaying the listed property on the internet, including but not limited to publicly-accessible websites and VOWs.

I understand and acknowledge that, if I have selected to opt out of displaying the listed property on the internet, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

Seller's Initials

**Address Opt Out** - Seller has chosen to opt out of displaying the property address on the internet, including but not limited to publicly-accessible websites and VOWs. (Attach Seller Opt-Out Form).

**Comments Opt Out** - Seller requests that functions on VOWs allowing comments or reviews of the property or displaying a hyperlink to such comments or reviews in immediate conjunction with the property listing be disabled. Seller acknowledges and agrees that Broker will convey Seller's election to MLS, but is not and cannot be held responsible for the content of any VOW other than a VOW maintained by or on behalf of Broker.

**Market Value Opt Out** - Seller requests that functions on VOWs displaying an automatic estimate of the market value of the listing (or hyperlink to such an estimate) in immediate conjunction with the listing be disabled. Seller acknowledges and agrees that Broker will convey Seller's election to MLS, but is not and cannot be held responsible for the content of any VOW other than a VOW maintained by or on behalf of Broker.

Broker is authorized to notify the MLS of the pending sale upon completion of a fully executed sales agreement on the listed property and to disseminate any sales information, including without limitation, price, special financing, and Seller concessions, upon the closing of the sales transaction. Nothing contained herein is intended, or shall it be construed as making the Greater Baton Rouge Association of REALTORS® Multiple Listing Service a party to this marketing agreement.

**HOME SERVICE PLAN** (Check one)

Seller agrees to purchase a home service plan at a cost not to exceed \$ \_\_\_\_\_ and acknowledges that Broker may receive compensation from the home service company. HOME SERVICE PLAN MAY NOT WARRANT PRE-EXISTING DEFECTS AND DOES NOT SUPERSEDE OR REPLACE ANY OTHER INSPECTION CLAUSE OR RESPONSIBILITIES.

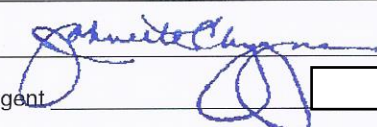

Seller does not agree to purchase a home service plan but acknowledges that Broker has explained the availability of such a home service plan and that Brokers and Designated Agents shall be held harmless from responsibility or liability due to the rejection of such plan.

**FAIR HOUSING**

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), prohibits housing discrimination by real estate firms and homeowners. It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. A Buyer has the right to take legal action if Seller refuses to sell for discriminatory reasons.

Other Provisions: If this agreement is terminated prior to expiration a \$1500 marketing fee is due at the time of cancellation.

I/We have read and understand the above.		
<input type="text"/>	<input type="text"/>	
Seller (Signature)	Date/Time	Seller (Print)
<input type="text"/>	<input type="text"/>	<input type="text"/>
Seller (Signature)	Date/Time	Seller (Print)
Address _____ City _____ Zip _____		
Home Phone Number _____ Work Phone Number _____		
E-Mail Address _____		

Accepted by:		
Broker 	Date _____	
Designated Agent 	Date _____	<input type="text"/>
Broker (Firm) <u>Keller Williams Realty Red Stick Partners</u>		
Office Address <u>8686 Bluebonnet Blvd Baton Rouge, LA 70810</u> Phone <u>225-768-1800</u>		