



## Exclusive Listing Agreement

This Exclusive Listing Agreement is made by and between \_\_\_\_\_ (“Seller”) and (w)here, Inc. (“Broker”).

1. Real Property. The Real Property to be sold which is the subject of this Listing Agreement is described as follows:

2. Compensation. Seller agrees to pay Broker irrespective of the agency relationship, either \_\_\_ (percent) \_\_\_ % of the Sales Price or the amount of \$ \_\_\_\_\_, if Seller accepts an offer from \_\_\_\_\_ (“Buyer”) to purchase or exchange the Property during the period commencing on \_\_\_\_\_ and expiring at 11:59 pm on \_\_\_\_\_ (“Compensation Period”).

- A. Buyer includes any person or entity related to Buyer, or who in any manner acts in Buyer’s behalf, including if Buyer is a corporation or partnership, any person or entity in which Buyer has a legal or beneficial interest, or which has a legal or beneficial interest in Buyer.
- B. Seller hereby irrevocably assigns to Broker the above compensation from Seller’s funds and proceeds in escrow.
- C. In the event of an exchange, Broker will disclose if Broker is also collecting compensation from additional parties.
- D. Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the sale or exchange of Property to Buyer.
- E. This Agreement shall remain binding, even if, during Compensation Period, Seller enters into a listing agreement with any broker to sell Property.

3. Agency Relationships.

- A. If the Property includes residential property with one-to-four dwelling units, Seller shall, if required by law, complete a disclosure form and deliver to Broker for delivery to Buyer, and shall comply with all laws.
- B. (Check one) In the transaction:
  - (1) \_\_\_ Broker will act as agent for Seller exclusively in any resulting transaction.
  - (2) \_\_\_ Broker will act as dual agent representing both Buyer and Seller in any resulting transaction.
  - (3) \_\_\_ Broker will act as agent for Buyer exclusively in any resulting transaction. Seller agrees and understands that all acts of Broker, even those that assist Seller in performing or completing any of

# (w)here<sup>inc.</sup>

## Real Estate

Seller's contractual or legal obligations, are intended for the benefit of Buyer exclusively. Seller is advised to seek real estate, legal, tax, insurance and all other desired assistance from other appropriate professionals.

- A. This agreement does not require Broker to solicit offers on the Property from Buyer, nor does it authorize Broker to solicit offers from any other person or entity.
2. Equal Housing Opportunity. The Property will be offered in compliance with federal, state and local anti-discrimination laws.
  3. Applicable Laws. Seller agrees to comply with all federal, state, and local laws and regulations regarding sale of Property.
  4. Attorney Fees. In any action, proceeding, or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs.
  5. Other Terms. \_\_\_\_\_  
\_\_\_\_\_
  6. Entire Contract. All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their Agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts. Facsimile or other electronic signatures shall be deemed original signatures.

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_