

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** \_\_\_\_\_

2 **ADDRESS OF COMPANY:** \_\_\_\_\_

3 **OWNER/SELLER ("Seller" or "Client"):** \_\_\_\_\_

4 **ADDRESS OF OWNER/SELLER:** \_\_\_\_\_

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt  
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell  
7 the hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS/LEGAL DESCRIPTION:**

9 \_\_\_\_\_ (Address)  
10 \_\_\_\_\_ (City), Tennessee, \_\_\_\_\_ (Zip), as recorded in  
11 \_\_\_\_\_ County Register of Deeds Office, \_\_\_\_\_ deed book(s), \_\_\_\_\_  
12 pages(s), \_\_\_\_\_ and/or instrument no. and further described as:

13 \_\_\_\_\_  
14 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as  
15 the "Property".

16 A. **Included** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently  
17 attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and  
18 windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall  
19 carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace  
20 doors and attached screens; all security system components and controls; garage door opener and all (at least \_\_\_)  
21 remote controls; an entry key; swimming pool and its equipment; awnings; permanently installed outdoor cooking  
22 grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting  
23 brackets (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum  
24 systems and attachments.

25 B. Other items that remain with the Property at no additional cost to Buyer:

26 \_\_\_\_\_  
27 \_\_\_\_\_

28 C. Items that will **NOT** remain with the Property:

29 \_\_\_\_\_  
30 \_\_\_\_\_

31 D. **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

32 \_\_\_\_\_  
33 \_\_\_\_\_

34 If leases are not assumable, it will be Seller's responsibility to pay balance.

35 **2. THE LISTING PRICE:** \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars)

36 **3. TERM: LISTING DATE:** \_\_\_\_\_ **LISTING EXPIRATION DATE:** \_\_\_\_\_

37 If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until  
38 final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

39 **Carry-Over Clause.** Should the Seller contract to sell or exchange, or contract to lease the Property within \_\_\_\_\_  
40 days after the expiration of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's behalf) who has  
41 been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the  
42 compensation as set forth below. This includes but is not limited to any introduction or exposure to Property by  
43 advertisements or postings appearing in any medium which originated as a result of listing the Property with Broker.

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44 This carry-over clause shall not apply if the Property is listed with another licensed real estate broker at the time of such  
45 contract.

46 **4. POSSESSION OF PROPERTY to be delivered:** \_\_\_\_\_

47 **5. TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):**  
48 \_\_\_\_\_

49 **6. COMPENSATION:**

50 A total of \$ \_\_\_\_\_, or \_\_\_\_\_% compensation based on the total sales price which  
51 shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of  
52 warranty deed and payment of purchase price which includes, but is not limited to, payment of purchase price in full,  
53 execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory note (the "Closing"). In any  
54 exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value of  
55 both properties.

56 In the event that the Property is leased under the terms of this Agreement, Seller agrees to pay a total of  
57 \$ \_\_\_\_\_, or \_\_\_\_\_% compensation based upon the monthly rental amount  
58 which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under the  
59 terms of said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease  
60 agreement with compensation being paid to Broker within five business days of rent being due under the terms of the  
61 lease. This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that  
62 the Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period  
63 described herein, Seller agrees to pay Broker at the time of Closing any remaining compensation based upon future  
64 rental payments and/or any compensation that may be due under the terms of this Listing Agreement.

65 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified  
66 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed  
67 to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The  
68 compensation payable for the sale of Property is not set in any manner other than between Broker and Seller. Property is  
69 offered without regard to race, color, religion, sex, handicap, familial status or national origin. A request from Seller to  
70 observe discriminatory requirements in the sale or lease of the Property will not be granted since it is a violation of the  
71 law.

72 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to  
73 compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the  
74 Purchase and Sale Agreement or lease agreement. In the event this occurs, Seller agrees to compensate Broker in an  
75 amount equal to the compensation which would have been due and owing Broker had the transaction closed or the lease  
76 been fulfilled. Such compensation will be payable without demand. Should the Broker consent to release the Listing  
77 prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker  
78 to market Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that  
79 may be due to Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses  
80 which real estate firm incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement.  
81 The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of  
82 remedies as a defense in the event of a dispute.

83 **7. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

84 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this  
85 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands  
86 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable  
87 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that  
88 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local  
89 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.  
90 Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and may divide  
91 compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property. Broker  
92 shall offer a cooperative compensation to any agent who is a member participant of any MLS(es) in which Property is  
93 listed in the amount of \_\_\_\_\_% of Selling Price/monthly rental amount or \$ \_\_\_\_\_ to  
94 a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant)  
95 who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a  
96 member participant of the MLS(es) in which the Property is listed. In the event that Broker elects to offer a cooperating  
97 compensation to an agent who is not a member participant in the MLS(es) in which the Property is listed, it will be in the  
98 amount of \_\_\_\_\_% of Selling Price/monthly rental amount or \$ \_\_\_\_\_ to a Selling Agent or

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99 Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring  
100 cause of the transaction. In this event, Broker shall notify Seller in writing that a cooperative compensation is being  
101 offered to that nonmember participant agent. Seller will assist Broker in any reasonable way in selling Property and will  
102 refer to Broker all inquiries regarding this Property during the term of the Agreement, and any extensions or renewals  
103 thereof, and authorizes Broker to provide final sales information to the MLS for the purpose of compiling comparable  
104 sales data reports.

105 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to  
106 disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer or Exemption form and the Multiple  
107 Listing Profile Sheet as well as the Lead-Based Paint Disclosure form and the Additional Required Residential  
108 Disclosures form (RF 205) (if either is required by law and if such information is not otherwise disseminated); to exhibit  
109 said Property to any prospective Buyer; and to have interior/exterior photographs/videos taken, and/or audio recorded for  
110 the creation of any advertising materials of said Property to be used and distributed in promoting the sale and to use same  
111 to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems  
112 appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller  
113 grants Brokers a nonrevocable license to such material and the authority to grant license to Broker's MLS for storage;  
114 reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable  
115 hours and otherwise cooperate with Broker.

116 Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to  
117 the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may  
118 be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker  
119 informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information  
120 to Seller.

121 **8. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

122 *Seller is hereby notified to consult with his/her own closing attorney and tax professional concerning the applicability*  
123 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*  
124 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*  
125 *of the following:*

126 *Non United States citizen;*

127 *Non resident alien; or*

128 *Foreign corporation, partnership, trust, or estate*

129 *It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

130 **9. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

131 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the  
132 Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption form and to sign said documents.  
133 Seller also agrees to complete the Lead-Based Paint Disclosure and the Additional Required Residential Disclosures  
134 form (RF 205) if required by law and said information has not otherwise been disclosed in writing. Seller has not  
135 advised Broker and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements  
136 located thereon, except as shall be noted on the Multiple Listing Profile Sheet and the Tennessee Residential Property  
137 Condition Disclosure, Disclaimer, or Exemption form signed by the Seller. Seller is not aware of any other defect or  
138 environmental factor which would affect the value of or structural integrity of improvements on the Property or the  
139 health of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on  
140 the listing data wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee  
141 Residential Property Condition Disclosure, Disclaimer, or Exemption form; the Lead-Based Paint Disclosure (if required  
142 by law); and/or the Additional Required Residential Disclosures form (RF 205) (if required by law). Seller further  
143 agrees to hold Agents and firm harmless and indemnify them from any claim, demand, action, liability or proceedings  
144 resulting from any omission, alleged omission or misrepresentation by Seller on said forms and/or for any material fact  
145 that is known or should be known by Seller concerning the Property and that is not disclosed to Agents and to provide  
146 for defense costs including reasonable attorney's fee for Agents and firm in such an event. Seller is not aware of any  
147 other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann § 62-13-102) concerning the  
148 Property.

149 Seller authorizes Broker and/or his affiliated Licensees to conduct showings or "Open Houses" of the Property. Seller  
150 additionally authorizes Broker and/or his affiliated Licensees and any duly authorized key holder key entry access to the  
151 Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the  
152 purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents

153 that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from  
154 entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and  
155 employees harmless from any loss, theft, or damage incurred as a result of showings, Open Houses or other authorized  
156 entry thereof.

157 Seller acknowledges and agrees that Broker:

- 158 A. May show other properties to prospective buyers who are interested in Seller's Property;
- 159 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the  
160 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the  
161 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage;  
162 acreage; the availability and cost of utilities, septic, or community amenities; conditions existing off the  
163 Property that may affect the Property; uses and zoning of Property, whether permitted or proposed; for  
164 applicable boundaries of school districts or other school information; proposed or pending condemnation  
165 actions involving the Property; the appraised or future value of the Property; termites and wood destroying  
166 organisms; building products and construction techniques; the tax or legal consequences of a contemplated  
167 transaction; or matters relating to financing, etc. Seller acknowledges that Broker is not an expert with respect  
168 to the above matters and is hereby advised to seek independent expert advice on any of these matters which are  
169 of concern to Seller;
- 170 C. Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this  
171 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the  
172 Tennessee Real Estate Commission Rules; and
- 173 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

## 174 10. EXPERT ASSISTANCE

175 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an  
176 expert in the matters of law, square footage, acreage, home inspections, geological issues, wood destroying organisms,  
177 taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges  
178 Broker's advice to seek professional assistance and advice as needed in these and other areas of professional expertise.  
179 If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services  
180 and/or products obtained by Client.

## 181 11. AGENCY

### 182 A. Definitions.

- 183 1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage  
184 firm and where the context would indicate, the Broker's affiliated licensees.
- 185 2. **Designated Agent for the Seller.** The individual licensee that has been assigned by his/her Managing Broker  
186 and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the  
187 exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents  
188 a possible Buyer for this Seller's Property, the Designated Agent for the Seller will continue to work as an  
189 advocate for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by  
190 law, be established without a written agency agreement.
- 191 3. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for  
192 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to  
193 a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may  
194 be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By  
195 law, any Licensee or company who has not entered into a written agency agreement with either party in the  
196 transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is  
197 established.]
- 198 4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a  
199 specific transaction and in which the interests of such parties are adverse. This agency status may only be  
200 employed upon full disclosure to each party and with each party's informed consent.
- 201 5. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees  
202 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of  
203 improvements to real property or present a significant health risk to occupants of the property.
- 204 6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes  
205 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the

206 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee  
207 discloses that he/she has an agency relationship with another party, any such information which the consumer  
208 THEN reveals must be passed on by the licensee to that other party.

209 **B. Duties owed to all Parties to a Transaction.**

210 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following  
211 duties to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise  
212 provided by law:

- 213 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
- 214 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge.
- 215 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to  
216 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both  
217 parties in the transaction. This duty of confidentiality extends to any information which the party would  
218 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure  
219 or information required by law to be disclosed. This duty survives both the subsequent establishment of an  
220 agency relationship and the closing of the transaction.
- 221 4. To provide services to each party to the transaction with honesty and good faith.
- 222 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that  
223 might affect such transaction only when such information is available through public records and when such  
224 information is requested by a party.
- 225 6. To timely account for earnest money deposits and all other property received from any party to a transaction  
226 and
- 227 7. A. To refrain from engaging in self-dealing or acting on behalf of licensee’s immediate family, or on behalf of  
228 any other individual, organization or business entity in which licensee has a personal interest without prior  
229 disclosure of such personal interest and the timely written consent of all parties to the transaction, and  
230 B. To refrain from recommending to any party to the transaction the use of services of another individual,  
231 organization or business entity in which the licensee has an interest or from whom the licensee may receive  
232 a referral fee or other compensation for the referral, other than referrals to other licensees to provide real  
233 estate services, without timely disclosure to the party who receives the referral, the licensee’s interest in  
234 such referral or the fact that a referral fee may be received.

235 **C. Duties owed to Client.**

236 In addition to the above, the licensee has the following duties to his/her Client if the licensee has become an  
237 Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

- 238 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement  
239 between the licensee and licensee’s client;
- 240 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in  
241 negotiation of a transaction and in other activities, except where such loyalty/duty would violate licensee’s  
242 duties to a customer in the transaction; and
- 243 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist  
244 the client by:
  - 245 A. Scheduling all Property showings on behalf of the client;
  - 246 B. Receiving all offers and counter offers and forwarding them promptly to the client;
  - 247 C. Answering any questions that the client may have in negotiation of a successful purchase agreement  
248 within the scope of the licensee’s expertise; and
  - 249 D. Advising the client as to whatever forms, procedures and steps are needed after execution of the  
250 purchase agreement for a successful closing of the transaction.

251 Upon waiver of any of the duties contained in paragraph 11.C.3., a consumer must be advised in writing by  
252 such consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the  
253 transaction for the performance of said duties.

254 **D. Seller’s Authorizations.**

- 255 1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee  
256 as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. A

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257 Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a  
258 Designated Agent for the Buyer (other than the licensee below) is also associated with Broker. The Managing  
259 Broker hereby appoints \_\_\_\_\_  
260 to be the Designated Agent to the Seller in this transaction.

261 **2. Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary,  
262 to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller, to the exclusion  
263 of any other licensees associated with Broker. This shall be accomplished through an amendment to this  
264 Agreement, if necessary.

265 **3. Default to Facilitator in the event both parties are represented by the same Designated Agent.** The  
266 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same*  
267 *Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and  
268 the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the  
269 contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position  
270 and will not be an advocate for either the Seller or any prospective buyers.

271 **4. Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this  
272 Facilitator status will only be temporary. The Facilitator status will only last until any transaction or  
273 contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because  
274 the transaction is closed or the transaction or contemplated transaction between these parties is terminated or not  
275 accepted and no further negotiations occur between the parties). At that time, the agent will immediately revert  
276 to Designated Agency status for the Seller again.

277 **12. EARNEST MONEY/TRUST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money/trust  
278 money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee  
279 account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease,  
280 exchange, or option agreement until disbursed in accordance with the terms of said agreement.

281 **13. TITLE.** Seller warrants he is vested with good marketable title to the Property with full authority to execute this  
282 Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

283 **14. HOME PROTECTION PLAN.**

284  Seller agrees to provide a limited Home Protection Plan at a cost of \$ \_\_\_\_\_ to be funded at closing.  
285 Plan company: \_\_\_\_\_

286 **OR**

287  Home Protection waived.

288 **15. OTHER PROVISIONS.**

289 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of,  
290 and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This  
291 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and  
292 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by  
293 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement  
294 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

295 **B. Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be  
296 governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

297 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
298 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
299 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
300 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
301 determined by the location of Property.

302 **D. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
303 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
304 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

305 **E. Fair Housing.** Broker and his affiliated Licensees shall provide services without regard to race, color, religion, sex,  
306 handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory  
307 practices in the sale, lease, exchange, or option of property will not be granted.

308 **16. LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS  
309 AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR  
310 ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR

311 QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS  
312 PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND  
313 ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

314 **17. CONFIDENTIALITY.** Information which Seller authorizes Broker and his affiliated Licensees to disclose which  
315 might otherwise be confidential:

316 \_\_\_\_\_  
317 \_\_\_\_\_  
318 \_\_\_\_\_  
319 \_\_\_\_\_  
320 \_\_\_\_\_

321 **18. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are  
322 made a part of this Agreement.

323 \_\_\_\_\_  
324 \_\_\_\_\_  
325 \_\_\_\_\_  
326 \_\_\_\_\_

327 **19. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding paragraph, shall  
328 control:

329 \_\_\_\_\_  
330 \_\_\_\_\_  
331 \_\_\_\_\_  
332 \_\_\_\_\_  
333 \_\_\_\_\_  
334 \_\_\_\_\_  
335 \_\_\_\_\_  
336 \_\_\_\_\_  
337 \_\_\_\_\_

338 **NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.**

339 The party(ies) below have signed and acknowledge receipt of a copy.

340 _____	340 _____
341 <b>BY: Broker or Licensee Authorized by Broker</b>	341 <b>BROKER/FIRM</b>
342 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	342 _____
343 <b>Date</b>	343 Address
344 _____	344 Phone: _____ Fax: _____
345 Print/Type Name	345 Email: _____

346 The party(ies) below have signed and acknowledge receipt of a copy.

347 _____	347 _____
348 <b>SELLER/OWNER</b>	348 <b>SELLER/OWNER</b>
349 _____	349 _____
350 Print/Type Name	350 Print/Type Name
351 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	351 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
352 <b>Date</b>	352 <b>Date</b>
353 _____	353 _____
354 Address	354 Address
355 Phone: _____ (H) _____ (Cell)	355 Phone: _____ (H) _____ (Cell)
356 _____ (W) Email: _____	356 _____ (W) Email: _____

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