



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: _____	Broker: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

Seller appoints Broker as Seller's sole and exclusive agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: _____

Legal Description: _____

City: _____ County: _____ Zip: _____

The Property is is not subject to a mandatory membership in an owners' association.

If the Property is a condominium, attach the appropriate addendum.

B. Except for items excluded in Paragraph 2C, Seller instructs Broker to market the Property together with all its fixtures, improvements, and the below specified accessories, that include, without limitation, any of the following that are on the Property:

(1) Improvements: all permanently installed equipment, appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, built-in kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property Seller owns that is permanently attached to the Property; and

(2) Accessories: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, affixed and remote controls for garage door openers, entry gate controls, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

C. Seller intends to retain the following: _____

3. LISTING PRICE:

A. Seller instructs Broker to market the Property at the following gross sales price: \$_____ (Listing Price).

B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real property in Texas (seller's typical closing costs are those set forth in the residential contracts promulgated by the Texas Real Estate Commission).

4. TERM:

A. This Listing begins on _____ and ends at 11:59 p.m. on _____.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on that date, this Listing will not commence and will be void.

5. ~~BROKER'S FEE:~~ See addendum

~~A. Fee: When earned and payable, Seller will pay Broker a fee of:~~

- ~~(1) _____ % of the sales price.~~
- ~~(2) _____.~~

~~B. Earned: Broker's Fee is earned when any one of the following occurs during this Listing:~~

- ~~(1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;~~
- ~~(2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or~~
- ~~(3) Seller breaches this Listing.~~

~~C. Payable: Once earned, Broker's Fee is payable, either during this Listing or after it ends, at the earlier of:~~

- ~~(1) the closing and funding of any sale or exchange of the Property;~~
- ~~(2) Seller's refusal to sell the Property after Broker's Fee has been earned;~~
- ~~(3) Seller's breach of this Listing; or~~
- ~~(4) at such time as otherwise set forth in this Listing.~~

~~Broker's Fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver a title policy to a buyer; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.~~

~~D. Other Fees:~~

- ~~(1) If a buyer with whom Seller has entered into a contract for the sale of the Property during this Listing breaches the contract and Seller receives all or part of the earnest money, Seller will pay Broker the lesser of one half of such amount or the amount of Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.~~
- ~~(2) If Seller collects the sales price and/or damages either by suit, compromise, settlement or otherwise from a buyer who breached a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorneys' fees and other expenses of collection, an amount equal to the lesser of one half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(2) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.~~
- ~~(3) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.~~
- ~~(4) Transaction Fees: _____~~

~~E. Protection Period:~~

- ~~(1) "Protection period" means that time starting the day after this Listing ends and continuing for _____ days.~~
- ~~(2) If Seller agrees to sell the Property during the protection period to any person whose attention has been called to the Property during this Listing, Seller will pay Broker, upon the closing of the sale, the amount that Broker would have been entitled to receive if this Listing were still in effect, if Broker, not later than 10 days after this Listing ends, sends Seller written notice specifying the names of the persons whose attention has been called to the Property during this Listing.~~
- ~~(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.~~
- ~~(4) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if Seller agrees to sell the Property during the protection period and the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated and Seller is obligated to pay the other broker a fee for the sale.~~

- ~~F. County: All amounts payable to Broker are to be paid in cash in _____ County, Texas.~~
- ~~G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.~~

6. LISTING SERVICES:

- A. Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation, including sold data. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from MLS also contribute information.**

- B. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.

7. ACCESS TO THE PROPERTY:

- A. Authorizing access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing access codes to the Property to such person, and lending a key to the Property to such person either directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to:
 - (1) access the Property at reasonable times; and
 - (2) authorize other brokers, inspectors, appraisers, and contractors to access the Property at reasonable times.
- B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property:

C. **A keybox is a locked container placed on the Property holding a key to the Property. Keyboxes make it more convenient for cooperating brokers, home inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is locked and opened by a special combination, key, or a programmed access card so that whoever possesses the access device may access the Property, even in Seller's absence. The use of the keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**

- (1) Broker is is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. When authorizing access to the Property, using a keybox, or showing the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller will indemnify and hold such persons harmless from any personal injury or loss or damage that is not caused by such person's negligence. Seller assumes all risk of any loss, damage, and injury.

- 8. COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers and if another broker procures an acceptable offer, Broker will offer to pay the other broker part of Broker's fee described in Paragraph 5A if the other broker:

- A. represents the buyer.
- B. _____

Notice: Seller may inquire about and discuss Broker's policy of cooperating with and compensating other brokers.

- 9. AGENCY RELATIONSHIPS:** Broker will exclusively represent Seller in the sale of the Property. However, if a prospective buyer that Broker represents desires to purchase the Property, Seller consents to the following agency relationship with Broker. (Check A or B only.)

- A. Intermediary Status: Seller desires Broker to show the Property to interested prospective buyers that Broker represents. If a prospective buyer that Broker represents wishes to purchase the Property, Seller authorizes Broker to act as an intermediary as follows. (Check (1) or (2) only.)

- (1) With the Possibility of Appointments:
 - (a) If a prospective buyer that Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker will appoint the licensed associate then servicing Seller under this Listing to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller. Broker will appoint the licensed associate then servicing the prospective buyer to the prospective buyer for the same purpose.
 - (b) If a prospective buyer that Broker represents is serviced by the same associate that is servicing Seller under this Listing, Broker will notify Seller that:
 - (i) Broker will assign another licensed associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer and will appoint the licensed associate servicing the Seller under this Listing to Seller for the same purpose; or
 - (ii) Broker will make no appointments to either party and the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- (2) With No Appointments: Broker will not appoint specific associates to either Seller or the prospective buyer. Any associate(s) servicing the parties will act solely as Broker's intermediary representative(s). The associate(s) may facilitate the transaction for the parties but will not render opinions or advice during negotiations to either party.

B. No Intermediary Status:

- (1) Seller does not wish Broker to show the Property to prospective buyers that Broker represents.
- (2) Broker exclusively represents sellers and does not represent buyers.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and any of Broker's associates:

- ♦ **may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;**
- ♦ **may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;**
- ♦ **may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- ♦ **shall treat all parties to the transaction honestly; and**
- ♦ **shall comply with the Real Estate License Act.**

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will make reasonable efforts and act diligently to sell the Property.
- B. In addition to other authority granted by this Listing, Broker may:
 - (1) advertise the Property by means and methods as Broker determines in any media, including the Internet;
 - (2) place interior and exterior photographic images of the Property in any advertisements, including the Internet;
 - (3) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
 - (4) furnish comparative marketing and sales information about other properties to prospective buyers;
 - (5) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
 - (6) obtain information from any holder of a note secured by a lien on the Property;
 - (7) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
 - (8) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals; and
 - (9) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information).
- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;

Residential Listing concerning _____

- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
- F. the Property is not subject to the jurisdiction of any court;
- G. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge;
- H. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____; and
- I. Seller learned of Broker's firm by: _____.

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not rent or lease the Property during Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange or lease of the Property to become effective during this Listing;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "Vacancy Clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner 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 caused by Broker's negligence, including but not limited to:
 - (1) other brokers, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.
- C. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damages, costs, attorneys' fees, and expenses:
 - (1) for which Broker is not responsible under this Listing;
 - (2) that arise from Seller's failure to disclose any material or relevant information about the Property; and
 - (3) that are caused by Seller giving incorrect information to Broker, other brokers, or prospective buyers.

15. SPECIAL PROVISIONS:

- 16. DEFAULT:** If Seller breaches this Listing (including but not limited to leasing or selling the Property without Broker's prior consent) Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's Fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.
- 18. ATTORNEYS' FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are:

- A. Information About Brokerage Services;
- B. Seller's Disclosure Notice (§5.008, Texas Property Code);
- C. Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazard (if Property was built before 1978);
- D. MUD Disclosure Notice (Chapter 49, Texas Water Code);
- E. Request for Information from an Owner's Association;
- F. Request for Mortgage Information;
- G. Information about On-Site Sewer Facility;
- H. Information about Special Flood Hazard Areas;
- I. Condominium Addendum;
- J. Keybox Authorization by Tenant; and
- K. _____

20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices under this Listing will be sent to the parties as specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees, or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability or familial status. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, sexual orientation, or age).**
- C. **Seller may review the information Broker submits to an MLS or other listing service.**
- D. **Broker advises Seller to safeguard and remove jewelry and other valuables from the Property.**
- E. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- F. **Residential service contracts are available from licensed residential service companies. A residential service contract may provide for the repair or replacement of some appliances or electrical, plumbing, heating, or cooling systems. Exclusions and deductibles may apply. Some contracts may cover the Seller during the listing period.**
- G. **Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

Broker's Printed Name License No.

Seller's Signature Date
Social Security or Tax ID No.: _____

By: _____
Broker's or Associate's Signature Date

Seller's Signature Date
Social Security or Tax ID No.: _____