

1 **RESIDENTIAL LISTING & EXCLUSIVE RIGHT TO SELL AGREEMENT**

2
3 DATE: _____

4
5 LISTING BROKERAGE NAME: _____

6 DESIGNATED LISTING AGENT: _____

7 PROPERTY ADDRESS: _____

8
9 CITY: _____ PARISH: _____ LOUISIANA ZIP CODE: _____

10 LEGAL DESCRIPTION: _____

11
12
13 In consideration of the services to be performed by the BROKERAGE (line 5), the duly authorized representative(s) of the
14 BROKER and the Designated Agent(s) (line 6) (sometimes collectively referred to hereinafter as "BROKER"), and the
15 marketing fee or compensation to be paid by the undersigned SELLER(S) (lines 138-157), the parties agree that the
16 BROKER shall have the exclusive right to market and sell SELLER'S Property upon the following terms and conditions:

17
18 **LIST PRICE:** _____ (\$ _____).

19
20 **TERMS** as follows:

21 FHA Lease Purchase Owner Finance Rural Development VA Cash Conventional or such price and/or
22 terms that the SELLER may accept.

23
24 **INCLUSIONS:** The property to be sold includes all buildings, structures, component parts, and all installed, built-in
25 permanently attached improvements, together with all fences, all installed speakers or installed sound systems, all
26 landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air
27 conditioning or heating systems including window units, all bathroom mirrors, all window coverings included but not limited
28 to blinds, drapes, curtains, window shades, window coverings, all associated window covering hardware, all shutters, all
29 flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all
30 windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts,
31 gas logs, all installed lighting fixtures included all landscape lighting, chandeliers and associated hardware, and other
32 constructions permanently attached to the ground. If owned by the SELLER prior to the date of this Agreement, standing
33 timber, unharvested crops, and un-gathered fruits of trees on the property shall be conveyed to the BUYER at the Act of
34 Sale.

35
36 **EXCLUSIONS:** The following is to be excluded from the sale: _____

37
38
39
40 **MINERAL RIGHTS: (Select One)**

41 _____% mineral rights owned by SELLER, if any, are to be reserved by the SELLER, but SELLER waives the right to
42 use the surface for any mineral activity. If SELLER owns any mineral rights, they are to be conveyed without warranty.

43
44 **LISTING PERIOD:** This Agreement shall commence on _____ and shall continue until 11:59
45 pm on _____ (the "Listing Period"). If an Agreement to purchase and sell is executed during the term of this
46 Listing Agreement, the parties agree to extend the effective period of this Listing Agreement to include the closing date as
47 provided for in the Agreement to Purchase, or any extension thereof.

48
49 **PROFESSIONAL SERVICE FEE:** The amount of real estate compensation is not fixed by law and offers of compensation,
50 if made, are not blanket, unconditional or unilateral. By signing this Agreement, Seller(s) and Listing Broker acknowledge
51 that they have negotiated in good faith as to all fees set forth herein.

56 (a) **Listing Brokerage Fee:** As consideration for the professional services to be rendered by the Listing Broker
57 on behalf of the Seller(s), Seller(s) agree to pay the following fee:
58

59 _____
60 _____
61 _____

62
63 (b) **Buyer Brokerage Fee (CHOOSE ONE):**

- 64 Seller(s) choose to offer Compensation to Buyer Brokerage _____ % of the gross sales price
65 and/or a flat fee of \$ _____.
- 66 Seller(s) choose not to offer compensation to Buyer Brokerage.

67
68 Seller(s) hereby authorize Broker to disclose, offer or otherwise communicate the Buyer Brokerage Fee specified in
69 paragraph (b) above to any cooperating Buyer Broker. Seller(s) agrees to refer all prospects to Broker, to cooperate fully
70 and not to obstruct the sale of the Property, during the term of this contract. In case of employment of counsel to enforce
71 this Agreement, Seller(s) will pay all costs and reasonable attorney's fees incurred by Broker. In further consideration of the
72 efforts and expenditures by Broker, Seller(s) shall indemnify Broker, his Agents and Employees, against all liability, loss
73 and expense, including reasonable attorney's fees and court costs that may be incurred because of any claim or suit by any
74 person for personal injury or property damage sustained by such person while on or about the herein above-described
75 premises, due to the condition of said premises or Seller(s)' negligence.

76
77 **MULTIPLE LISTING SERVICES & PUBLIC MARKETING:** Seller(s) specifically requests and authorizes the use of the
78 Multiple Listing Service, the public display of Property address, photos, virtual tours, and other depictions of the Property
79 and its contents through the MLS, the Internet, and various web sites, including Internet Data Exchange and Virtual Office
80 Websites, to promote and enhance the sale of the Property. The Seller(s) further authorizes Broker to provide timely notice
81 of status changes of the listing to the MLS; and to provide and publish sales information including selling price to the MLS
82 upon sale of the Property. Seller(s) also authorizes all MLS brokers who participate in Internet Data Exchange and Virtual
83 Office Websites, to publicly display the Property and its contents on the Brokers' web sites and agrees to hold harmless
84 and indemnify the Brokers, their Agents and Employees, the MLS and the Association of REALTORS® (NOMAR, ROAM
85 and GSREIN) from all claims which may arise from there. The Seller(s) authorized Broker and the MLS to disseminate
86 pertinent information including, but not limited to the photo of Property, listed price, Property condition and/or Seller
87 considerations affecting such Property. Broker is authorized to post signs and advertise the Property for sale.

88
89 **PHOTOGRAPHY AND LISTING CONTENT:** Seller(s) hereby grants to Broker a non-exclusive, irrevocable, worldwide,
90 royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller(s) Listing Content,
91 to prepare derivative works of the Seller(s) Listing Content, and to distribute the Seller(s) Listing Content or any derivative
92 works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller(s)
93 represents and warrants to Broker that the Seller(s) Listing Content, and the license granted to Broker for the Seller(s)
94 Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Seller(s)
95 acknowledges and agrees that as between Seller(s) and Broker, all Broker Listing Content is owned exclusively by Broker,
96 and Seller(s) has no right, title or interest in or to any Broker Listing Content.

97
98 **ADDITIONAL TERMS AND CONDITIONS:** _____
99 _____
100 _____

101
102 The SELLER authorizes the BROKER, SELLER'S Designated Agent(s), BROKER'S other licensed agent(s), and
103 cooperating BROKERS or their licensed agents to have access to the Property at all reasonable times for the purpose of
104 showing or touring the Property to prospective BUYERS. I authorize the use of a lockbox on the Property in accordance
105 with the lockbox rules and hold said company and its associates harmless from any liability or responsibility in connection
106 therewith.

111 **LOCKBOX:** Please check the appropriate box for the following:
112 A Lockbox may be placed on the property. Yes No
113 Seller will provide a key. Yes No

114 **Select Yes or No below if any of the following applies to the property:**
115 Yes No Is the property currently mortgaged? Yes No Potential Short Sale?
116 Yes No If so, is the mortgage current? Yes No In Foreclosure?
117 Yes No Is the mortgage assumable? Yes No Bankruptcy?
118 Yes No Tax Sale? Yes No Succession?
119 Yes No Lease(s)? Yes No Other: _____
120 Yes No My Property has a surveillance device system that captures audio and/or video.
121

122
123 SELLER acknowledges that such impediments may require disclosure and authorizes BROKER to do so.

124
125 I authorize that this Agreement, and any supplemental addendum or amendment hereto, may be executed electronically
126 and in multiple counterparts, all of which shall constitute an original.

127
128
129 **WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS**
130
131 **SELLER(S) SHALL COMPLETE THE RESIDENTIAL PROPERTY DISCLOSURE FORM.**
132 **SELLER(S) SHALL COMPLETE THE LEAD BASED PAINT DISCLOSURE FORM**
133 **IF PROPERTY WAS BUILT PRIOR TO 1978.**
134
135 **SELLER(S) SHALL REVIEW AND SIGN REAL ESTATE AGENCY DISCLOSURE PAMPHLET.**
136

137
138 SELLER (Signature): _____ DATE/TIME: _____
139 (Print): _____ PHONE: _____
140

141 SELLER (Signature): _____ DATE/TIME: _____
142 (Print): _____ PHONE: _____
143

144 SELLER (Signature): _____ DATE/TIME: _____
145 (Print): _____ PHONE: _____
146

147 SELLER (Signature): _____ DATE/TIME: _____
148 (Print): _____ PHONE: _____
149

150 PRIMARY MAILING ADDRESS: _____
151 CITY: _____ STATE: _____ ZIP: _____

152 PRIMARY EMAIL ADDRESS: _____

153
154 SELLER'S DESIGNATED AGENT: _____ DATE/TIME: _____

155 Accepted by BROKER: _____

156 BROKER Address: _____

157 CITY: _____ STATE: _____ Zip: _____ Phone: _____

The Sample Form (revised 08/2024) of: New Orleans Metropolitan Association of REALTORS®, Inc.

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