LISTING CONTRACT
EXCLUSIVE RIGHT TO SELL REAL ESTATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

BROKER(Company) _____

LICENSEE(S) _____

SELLER

_____

_____

_____

Does Seller have a Listing Contract with another Broker? ☐ **Yes** ☐ **No**

If yes, explain:

_____

1. PROPERTY **LISTED PRICE $** _____

Address _____

Municipality (city, borough, township) _____

County _____ School District _____

Zoning _____ Present Use _____

Identification (Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date)

_____

2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")

A No Association of REALTORS® has set or recommended the term of this contract. By law, the length or term of a listing contract may not exceed one year. Broker and Seller have discussed and agreed upon the length or term of this contract.

B. Starting Date: This Contract starts when signed by Broker and Seller, unless otherwise stated here: _____ .

C. Ending Date: This Contract ends on _____ .

3. DUAL AGENCY Seller agrees that Broker may also represent the buyer(s) of the Property. The Broker is a DUAL AGENT when representing both Seller and the buyer in the sale of a property.

4. DESIGNATED AGENCY

☐ **Not Applicable.**

☐ **Applicable.** Broker may designate licensees to represent the separate interests of Seller and the buyer. Licensee (identified above) is the Designated Agent, who will act exclusively as the Seller Agent. If Property is introduced to the buyer by a licensee in the Company who is not representing the buyer, then that licensee is authorized to work on behalf' of Seller. If Licensee is also the Buyer's Agent, then Licensee is a DUAL AGENT.

5. BROKER'S FEE No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller will pay Broker. Broker's Fee is _____ % of the sales price AND $ _____ , paid by Seller.

6. COOPERATION WITH OTHER BROKERS

Licensee has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:

A. ☐ **represents Seller (SUBAGENT).** Broker will pay _____ of/from the sale price.

B. ☐ **represents the buyer (BUYER'S AGENT).** Broker will pay _____ of/from the sale price.
A Buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.

C. ☐ **does not represent either Seller or a buyer (TRANSACTION LICENSEE).**
Broker will pay _____ of/from the sale price.

7. PAYMENT OF BROKER'S FEE

A. **Seller will pay Broker's Fee if Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's salespersons, Seller, or by any other person or broker, at the listed price or any price acceptable to Seller.**

B. Seller will pay Broker's Fee if a ready, willing, and able buyer is found by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller.

C. Seller will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale.

D. Seller will pay Broker's Fee for a sale that occurs after the Ending Date of this Contract IF:
(1) The sale occurs within _____ of the Ending Date, AND
(2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
(3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

E. If a buyer signs an agreement of sale then refuses to buy the Property, or if a buyer is unable to buy the Property because of failing to do all the things required of the buyer in the agreement of sale (buyer default), Seller will pay Broker _____ of/ from buyer's deposit monies, OR the **Broker's Fee** in Paragraph 5, whichever is less.

F. If the Property or any part of it is taken by any government for public use (Eminent Domain), Seller will pay Broker's fee from any money paid by the government.

G. If a sale occurs, Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract, Broker's Fee will be paid upon the execution of the installment contract.

8. DUTIES OF BROKER AND SELLER

A. Broker is acting as a Seller's Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.

B. Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.

C. All showings, negotiations and discussions about the sale of the Property will be done by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.

D. If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.

E. Seller will not enter into or renew any leases during the term of this Contract without first giving notice to Broker.

9. BROKER'S SERVICE TO BUYER

Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to, deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services. Broker will disclose to Seller if any fees are to be paid by Buyer.

10. BROKER NOT RESPONSIBLE FOR DAMAGES

Seller agrees that Broker and Broker's salespersons are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is directly caused by Broker or Broker's salespersons.

11. DEPOSIT MONEY

A. Broker, or any person Seller and the buyer name in the agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed or the agreement of sale is terminated. If held by Broker, this escrow account will be held as required by real estate licensing laws and regulations. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.

B. If Seller joins Broker or Licensee in a lawsuit for the return of deposit monies, Seller will pay Broker's and Licensee's attorneys' fees and costs.

12. OTHER PROPERTIES

Seller agrees that Broker may list other properties for sale and that Broker may show other properties to prospective buyers.

13. CONFLICT OF INTEREST

A conflict of interest is when Broker or Licensee has a financial or personal interest where Broker or Licensee cannot put Seller's interests before any other. If Broker, Licensee, or any of Broker's salespeople has a conflict of interest, Broker will notify Seller in a timelymanner.

14. PUBLICATION OF SALE PRICE

Seller is aware that the Multiple Listing Service (MLS), newspapers, and other media may publish the final sale price of the Property after settlement.

15. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS

A. Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

(1) is a possible danger to those living on the Property, or

(2) has a significant, adverse effect on the value of the Property.

The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element system or subsystem is not by itself a material defect.

B. If Seller fails to disclose known material defects and/or environmental hazards;

(1) Seller will not hold Broker or Licensee responsible in any way;

(2) Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result;

(3) Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

16. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

17. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR. RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

19. ADDITIONAL OFFERS

Unless prohibited by Seller, if Broker is asked by a buyer or cooperating broker about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee identified in this Contract, by another Licensee working with Broker, or by a cooperating Broker. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

20. TRANSFER OF THIS CONTRACT

A. Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker when:
   (1) Broker stops doing business, OR
   (2) Broker forms a new real estate business, OR
   (3) Broker joins his business with another.

   Seller agrees that Broker may transfer this Contract to another broker. Broker will notify Seller immediately in writing when a transfer occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this Contract with the new broker.

B. Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all owners will follow the requirements of this Contract.

21. NO OTHER CONTRACTS

Seller will not enter into another listing agreement with another broker that begins before the Ending Date of this Contract.

22. ENTIRE CONTRACT

This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not part of this contract.

23. CHANGES TO THIS CONTRACT

All changes to this contract must be in writing and signed by Broker and Seller.

24. SPECIAL INSTRUCTIONS

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms in the Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

25. COPYRIGHT

In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sub-license to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

26. MARKETING OF PROPERTY

A. Where permitted, Broker, at Broker's option, may use: ☐ For sale sign ☐ Sold sign ☐ Key in office ☐ Lock box ☐ Print/electronic advertising, including photographs ☐ Property address in print/electronic advertising.

B. Broker ☐ will / ☐ will not use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and sales persons.

Seller agrees that Broker, Licensee, and the MLS are not responsible for mistakes in the MLS and/or advertising of the Property.

27. ITEMS INCLUDED/NOT INCLUDED IN THE PRICE OF THE PROPERTY

A. INCLUDED in the sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; unpotted shrubbery, plantings, and trees; any remaining heating and cooking fuels stored on the Property at the time settlement; sump pumps; storage sheds; mailboxes; wall to wall carpeting; existing window screens; storm windows and screen/storm doors; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances, and the range/oven, unless otherwise stated. Also included:

_____

B. LEASED items (not owned by seller): _____

C. EXCLUDED fixtures and items: _____

ADDITIONAL INFORMATION (OPTIONAL)

TITLE & POSSESSION

A. Seller will give possession of Property to a buyer at settlement, or on _____

B. At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:

(1) Mineral Rights Agreements: _____

(2) Other: _____

C. Seller has:

☐ Mortgage with: _____ Amount of balance $ _____

Address: _____ Phone: _____ Acct. #: _____

☐ Equity Loan with: _____ Amount of balance $ _____

Address: _____ Phone: _____ Acct. #: _____

☐ Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).

D. Seller has: ☐ Judgments ☐ Municipal Assessment ☐ Past Due Taxes ☐ Other: _____

$ _____ $ _____ $ _____ $ _____

E. If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order that is on record in any Pennsylvania county, list the county and the Domestic Relations Number or Docket Number: _____

TAXES, UTILITIES, & ASSOCIATION FEES

A. At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here:

_____

B. Real Estate Property Tax Assessment $ _____ Yearly Taxes $ _____

Wage/Income Tax $ _____ Per Capita Tax $ _____

C. Estimated Utilities (trash, water, sewer, electric, gas, oil, etc.):

_____

D. Association Fees $ _____ Include: _____

BUYER FINANCING Seller will accept the following arrangements for buyer to pay for the Property:

☐ Cash ☐ Conventional mortgage ☐ FHA mortgage ☐ VA mortgage

☐ Seller's help to buyer (if any): _____

Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Seller gives permission for Broker or Landlord to send information about this transaction to the fax number(s) and/or email address(es) listed below.

Seller has read the entire of Contract before signing. All Sellers must sign this Contract.

Return by facsimile (FAX) constitutes acceptance of this agreement.

NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT AN ATTORNEY.

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

E-MAIL: _____

BROKER(CompanyName)

Kissinger Bigatel & Brower Realtors
PO Box 4000
State College, Pa, 16804
Phone: 814-234-4000, Fax: 814-234-1332

241 ACCEPTED BY _____ DATE _____