

PROPERTY ADDRESS: _____ CITY, STATE _____

1. Exclusive Right to Sell. In consideration for the services to be rendered by the undersigned PRINCIPAL BROKER, the undersigned SELLER hereby grants to PRINCIPAL BROKER the exclusive right to sell the property located at the address set forth above and more particularly described on the RMLS™ Listing Data Input Form hereto attached (the "Property").

This listing is (check one):

AN ACTIVE LISTING (ACT). Date marketing to begin is _____, which will be the List Date published in RMLS™. If any such marketing is to occur before RMLS™ publication, the property must be excluded from the MLS and the Authorization to Exclude from MLS Addendum must be completed and submitted to RMLS™. No marketing may occur before such date.

COMING SOON-NO SHOWING LISTING (CSN). Will automatically convert to ACT on first date for showing and Date marketing to begin on _____, (not more than 21 days from date of this agreement). Property will be shown in RMLS™ as CSN status and is subject to certain marketing restrictions, as provided in the RMLS™ Rules and Regulations, including a prohibition against any showings and Internet advertising. A sign and flyer including the phrase "Coming Soon" may be placed on the Property.

EXCLUDED FROM MLS. The property will not be submitted to, or published in, RMLS™. The Authorization to Exclude from MLS Addendum must be completed and submitted to RMLS™.

For purposes of this Section, marketing includes, but is not limited to, placing any yard sign, social media or internet exposure, publication in RMLS™, broker tours, showings and direct marketing to any other real estate professionals or consumers. SELLER further allows PRINCIPAL BROKER a reasonable time after termination of this Agreement to close any transaction on which earnest money is then deposited. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and PRINCIPAL BROKER.

2. Term. This Agreement is effective when signed, and shall terminate at 11:59 p.m. on _____, _____.
~~Date marketing to begin is _____, which will be the List Date published in RMLS™. Marketing includes, but is not limited to, placing any yard sign, social media or internet exposure, publication in RMLS™, broker tours and direct marketing to any other real estate professionals or consumers. If any such marketing is to occur before RMLS™ publication, the Authorization to Exclude from MLS Addendum must be completed and submitted to RMLS™. SELLER further allows PRINCIPAL BROKER a reasonable time after termination of this Agreement to close any transaction on which earnest money is then deposited. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and PRINCIPAL BROKER.~~

3. Right to Compensation. In consideration for the services herein described, SELLER shall pay PRINCIPAL BROKER the brokerage fee set forth in Section 17 below if SELLER sells or agrees to sell the Property during the term of this Agreement or any extension or renewal hereof, or if PRINCIPAL BROKER or any cooperating broker, including, but not limited to, a buyer's broker:

- (a) finds a buyer ready and willing to purchase the Property, or to lease the Property with an option to purchase the Property, for the price and terms set forth in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER may accept; or,
- (b) places SELLER in contact with a person to whom SELLER sells the Property or leases the Property with an option to purchase during the term of this Agreement or within _____ (____) days after termination of this Agreement.

Section 3 (b) above shall not apply if, following the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate broker and if the application of such section(s) would result in SELLER'S liability for more than one brokerage fee. The term "sale" shall include any exchange, trade, or lease option to which SELLER consents. In the event of an exchange, trade, or lease option, PRINCIPAL BROKER is permitted to represent and receive compensation from both parties. SELLER hereby agrees to pay PRINCIPAL BROKER the compensation set forth in the following sentence in consideration of PRINCIPAL BROKER'S agreement to permit SELLER to terminate this Agreement before its expiration.

If SELLER terminates this Agreement before its expiration or any extension hereof, and if no additional compensation is owed as provided in Section 3 (a) or (b) above, SELLER shall pay the following percentage of the commission that would be due from a sale of the Property at the listing price:

- (i) if terminated within _____ (____) days after the date of this Agreement (forty-five [45] if left blank), _____ percent (25% if left blank); or,
- (ii) if terminated more than _____ (____) days after the date of this Agreement (forty-five [45] if left blank), _____ percent (50% if left blank).