

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, the undersigned Seller hereby grants Broker
6 the Exclusive Right to Sell the hereinafter described Property in accordance with the following terms and conditions:

7 **1. PROPERTY ADDRESS/LEGAL:** _____

8 _____ (City), Tennessee, _____ (Zip), as recorded in _____

9 County Register Office, deed book(s), _____ pages(s), _____ and further
10 described as: _____

11 **2. THE LISTINNG PRICE \$** _____ (_____ Dollars.)

12 **3. TERM: LISTING DATE** _____ **LISTING EXPIRATION DATE:** _____

13 Should the Seller contract to sell or exchange, or contract to lease the Property within _____ days after the expiration
14 of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's behalf) who has been introduced to the
15 Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the compensation as set forth
16 below. If a contract to purchase or lease is signed before this Agreement expires, the term hereof shall continue until
17 final disposition of Purchase and Sales Agreement or lease agreement. This paragraph shall not apply if the Property is
18 listed with another licensed real estate broker at the time of such contract.

19 **4. POSSESSION OF PROPERTY to be delivered:** _____

20 **5. TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):**
21 _____

22 **6. FIXTURES AND PERSONAL PROPERTY:**

23 All fixtures, landscaping, improvements and appurtenances, are hereinafter collectively referred to as the "Property."
24 Property included (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate-
25 glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window
26 treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in
27 kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all
28 security system components and controls; garage door opener and all (at least ____) remote controls; swimming pool and
29 its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting;
30 mailbox(es); attached basketball goals and backboards; TV antennae and satellite dishes (excluding components); and
31 central vacuum systems and attachments.

32 Other items that remain with the Property at no additional cost to Buyer:

33 _____
34 _____

35 Items that will **NOT** remain with the property:

36 _____
37 _____

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

39 _____
40 _____

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



42 **7. COMPENSATION:**

43 A total of \$ _____, or ____% compensation based on the total sales price and an additional
44 _____ fee of \$ _____ shall be paid by Seller to Broker in readily available funds on the date
45 of Closing of Property as evidenced by delivery of warranty deed and payment of purchase price. In any exchange of the
46 Property, Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

47 In the event that the Property is leased under the terms of this Agreement, Seller agrees to pay a total of
48 \$ _____, or ____% compensation based upon the monthly rental amount and an additional
49 _____ fee of \$ _____ shall be paid by Seller to Broker in readily available funds within five
50 business days of Landlord receiving rental payment under the terms of said lease. Said compensation shall be paid by
51 Seller to Broker and shall continue for the duration of the lease agreement with compensation being paid to Broker
52 within five business days of rent being due under the terms of the lease. This obligation to pay said compensation shall
53 survive the natural termination of this Agreement. In the event that the Property is sold during the term of any lease
54 agreement reached under this Agreement or any carry-over period described herein, Seller agrees to pay Broker any
55 remaining compensation based upon future rental payments at the time of closing and/or any compensation that may be
56 due under the terms of this Listing Agreement.

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

64 In the event that a ready, willing, and able Buyer is produced and a contract results, the Seller is obligated to compensate
65 the Broker in the event that Seller unlawfully fails to close by Seller's breach of the Purchase and Sale Agreement. In
66 the event this occurs, Seller agrees to compensate Broker in an amount equal to the compensation which would have
67 been due and owing Broker had the transaction closed. Such compensation will be payable without demand. In the
68 event that the Seller terminates this Agreement before its natural expiration, the Seller agrees to pay all costs incurred to
69 market the Property as a cancellation fee should the Broker consent to release the listing prior to the expiration date.
70 Seller agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Broker incurs in
71 enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby agree that
72 all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event
73 of a dispute.

74 **8. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

75 Broker is hereby granted the authority to file this listing with any Multiple Listing Services (MLS) of which Broker is a
76 member. Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and
77 may divide compensation with other real estate licensees for cooperation in connection with the sale of the Property.
78 Broker shall offer a cooperative compensation in the amount of _____% of Selling Price or \$ _____ to
79 a Selling Agent or Facilitator. Seller will assist the Broker in any reasonable way in selling Property and will refer to
80 Broker all inquiries regarding this Property during the term of the Agreement, and any extensions or renewals thereof,
81 and authorizes Broker to provide final sales information to the MLS for the purpose of compiling comparable sales data
82 reports.

83 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
84 disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer or Exemption form and the Multiple
85 Listing Profile Sheet as well as the Lead-Based Paint Disclosure form and the Exterior Injunction Well, Percolation Test
86 and Soil Absorption Rate Disclosure form (if either is required by law); to exhibit said Property to any prospective
87 Buyer; and to have interior/exterior photographs/videos taken, and/or audio recorded for the creation of any advertising
88 materials of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on
89 the Internet or other broadcast media; and to do such advertising as Broker deems appropriate. Seller shall allow the
90 Property to be shown at all reasonable hours and otherwise cooperate with Broker.

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



96 **9. HOLD HARMLESS**

97 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the
98 Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption form and to sign said documents.
99 Seller also agrees to complete the Lead-Based Paint Disclosure and the Exterior Injection Well, Percolation Test and Soil
100 Absorption Rate Disclosure if required by law. Seller has not advised Broker and/or his affiliated Licensees (hereinafter
101 “agents”) of any defects in the Property or the improvements located thereon, except as shall be noted on the Multiple
102 Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption form
103 signed by the Seller. Seller is not aware of any other defect or environmental factor which would affect the value or
104 structural integrity of the Property or the health of future occupants. Seller agrees that Seller shall be solely responsible
105 for any misrepresentations or mistakes on the listing data wherein Seller has supplied such information on the attached
106 Multiple Listing Profile Sheet, Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption form;
107 the Lead-Based Paint Disclosure (if required by law); and the Exterior Injection Well Percolation Test and Soil
108 Absorption Rate Disclosure (if required by law). Seller further agrees to hold agents and firm harmless and indemnify
109 them from any claim, demand, action, liability or proceedings resulting from any omission or alleged omission by Seller
110 on said forms and/or for any material fact that is known or should be known by Seller concerning the Property and that is
111 not disclosed to agents and to provide for defense costs including reasonable attorney’s fee for agents and firm in such an
112 event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann §
113 62-13-102) concerning the Property.

114 Seller authorizes Broker and/or his affiliated Licensees to conduct or to allow cooperating brokers to conduct key-entry
115 showings or “Open Houses” of the Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock
116 box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of
117 this Property. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage,
118 losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its
119 licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result thereof.

120 **10. EXPERT ASSISTANCE.**

121 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not
122 expert in the matters of law, taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc.
123 Client acknowledges Broker’s advice to seek professional assistance and advice as needed in these and other areas of
124 professional expertise. If Broker provides names or sources for such advice or assistance, Broker does not warrant or
125 guarantee the services and/or products obtained by Client.

126 **11. AGENCY**

127 **A. Definitions.**

128 1. **Broker:**

129 In this Agreement, the term “Broker” shall mean a licensed Tennessee real estate broker or brokerage firm and
130 where the context would indicate, the Broker’s affiliated licensees.

131 2. **Designated Agent for the Seller:**

132 The individual Licensee that has been assigned by his/her Managing Broker and is working as an agent for the
133 Seller or Property Owner in this consumer’s prospective transaction, to the exclusion of all other Licensees in
134 his/her company. Even if someone else in the Licensee’s company represents a possible Buyer for this Seller’s
135 Property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the
136 Seller or Property Owner. An agency relationship of this type cannot, by law, be established without a written
137 agency agreement.

138 3. **Facilitator/Transaction Broker (not an agent for either party):**

139 The Licensee is not working as an agent for either party in this consumer’s prospective transaction. A
140 Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or
141 advocate of either party. “Transaction Broker” may be used synonymously with, or in lieu of, “Facilitator” as
142 used in any disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a
143 written agency agreement with either party in the transaction is considered Facilitator or Transaction Broker
144 until such time as an agency agreement is established.]

145 **B. Rights owed to all Parties to a Transaction.**

146 **Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties**
147 **to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”):**

- 148 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.



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2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge.
 3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction.
 4. To provide services to each party to the transaction with honesty and good faith.
 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party.
 6. To timely account for earnest money deposits and all other property received from any party to a transaction and
 7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction, and
B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate services, without timely disclosure to the party who receives the referral, the Licensee's interest in such referral or the fact that a referral fee may be received.

171 **C. Duties owed to Client.**

172 **In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an**
173 **Agent or Designated Agent in a transaction.**

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

187 Upon waiver of any of the above duties, a consumer must be advised in writing by such consumer's agent that the
188 consumer may not expect or seek assistance from any other licensees in the transaction for the performance of the
189 above.

190 **D. Seller's Authorizations**

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1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Seller, to the exclusion of any other Licensee's associated with Broker. A Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a Designated Agent for the Buyer (other than the Licensee below) is also associated with Broker. The Managing Broker hereby appoints _____ to be the Designated Agent to the Seller in this transaction.
 2. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary, to appoint a Licensee, other than the Licensee named above, as Designated Agent for the Seller, to the exclusion



198 of any other Licensees associated with Broker. This shall be accomplished through an amendment to this
199 Agreement, if necessary.

200 **3. Default to Facilitator in the event both parties are represented by the same Designated Agent.** The
201 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same*
202 *Designated Agent for all parties*, immediately notifying (verbally) the Buyer and the Seller of the need to
203 default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any
204 default to Facilitator status, the Designated Agent must assume a neutral position and will not be an advocate
205 for either the Seller or the Buyer.

206 **12. EARNEST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money to be applied to the
207 purchase price for the Property. Such deposit is to be held by Broker in an escrow account until disbursed in accordance
208 with the terms of the Purchase and Sale Agreement.

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

211 **14. HOME PROTECTION PLAN.**

212 Seller agrees to provide a limited Home Protection Plan at a cost of \$_____ to be funded at closing.

213 Plan company: _____

214 **OR**

215 Home Protection waived.

216 **15. OTHER PROVISIONS.**

217 **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.**

218 This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal
219 representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto
220 and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No
221 representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any
222 assignee shall fulfill all the terms and conditions of this Agreement.

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

225 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
226 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
227 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
228 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
229 determined by the location of Property. **In the event a performance deadline** occurs on a Saturday, Sunday or
230 legal holiday, the performance deadline shall extend to the next following business day.

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

234 **16. LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS
235 AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR
236 ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR
237 QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS
238 PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND
239 ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

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

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244 _____
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248 **18. EXHIBITS AND ADDENDA:** All exhibits and/or addenda attached hereto, listed below, or referenced herein are
249 made a part of this Agreement.

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

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

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

_____ BY: Broker or Licensee Authorized by Broker _____ at ____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm DATE _____ PRINT/TYPE NAME	_____ BROKER/FIRM _____ ADDRESS: Phone(H) _____ FAX: _____
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The party(ies) below have signed and acknowledge receipt of a copy.

_____ OWNER/SELLER _____ at ____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date _____ PRINT/TYPE NAME _____ ADDRESS Phone (H) _____ Phone (W) _____	_____ OWNER/SELLER _____ at ____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date _____ PRINT/TYPE NAME _____ ADDRESS Phone (H) _____ Phone (W) _____
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