

**LISTING CONTRACT**  
**EXCLUSIVE RIGHT TO SELL REAL ESTATE**

**XLS**

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

1 **BROKER (Company)** \_\_\_\_\_

2 **LICENSEE(S)** \_\_\_\_\_

3 **SELLER** \_\_\_\_\_

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

5 **If yes, explain:** \_\_\_\_\_

6  
7 **1. PROPERTY** **LISTED PRICE \$** \_\_\_\_\_

8 Address \_\_\_\_\_

9 Municipality (city, borough, township) \_\_\_\_\_

10 County \_\_\_\_\_ School District \_\_\_\_\_

11 Zoning \_\_\_\_\_ Present Use \_\_\_\_\_

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

13  
14 **2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")**

15 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  
16 exceed one year. Broker and Seller have discussed and agreed upon the length or term of this contract.

17 B. Starting Date: This Contract starts when signed by the Broker and Seller, unless otherwise stated here: \_\_\_\_\_ .

18 C. Ending Date: This Contract ends on \_\_\_\_\_ .

19

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

22 **4. DESIGNATED AGENCY**

23  **Not Applicable**

24  **Applicable.** Broker may designate licensees to represent the separate interests of Seller and the buyer. Licensee (identified above) is the  
25 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  
26 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  
27 is a DUAL AGENT.

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

30 **6. COOPERATION WITH OTHER BROKERS**

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

33 A.  **represents Seller (SUBAGENT).** Broker will pay \_\_\_\_\_ of/from the sale price.

34 B.  **represents buyer (BUYER'S AGENT).** Broker will pay \_\_\_\_\_ of/from the sale price.

35 **A Buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.**

36 C.  **does not represent either Seller or a buyer (TRANSACTION LICENSEE).**

37 Broker will pay \_\_\_\_\_ of/from the sale price.

38 **7. PAYMENT OF BROKER'S FEE**

39 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**

40 **by Broker, Broker's salespersons, Seller, or by any other person or broker, at the listed price or any price acceptable to Seller.**

41 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

42 buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller.

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

44 D. Seller will pay Broker's Fee for a sale that occurs after the Ending Date of this Contract IF:

45 (1) The sale occurs within \_\_\_\_\_ of the Ending Date, AND

46 (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND

47 (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

48 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

49 all the things required of the buyer in the agreement of sale (buyer default), Seller will pay Broker

50 \_\_\_\_\_ of/from buyer's deposit monies, OR the **Broker's Fee** in Paragraph 5, whichever is less.

51 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

52 money paid by the government.

53 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

54 transferred by an installment contract, Broker's Fee will be paid upon the execution of the installment contract.

55 Seller Initials: \_\_\_\_\_ Broker/Licensee Initials: \_\_\_\_\_



56 **8. DUTIES OF BROKER AND SELLER**

- 57 A. Broker is acting as a Seller’s Agent, as described in the Consumer Notice, to market the Property and to negotiate with
- 58 potential buyers. Broker will use reasonable efforts to find a buyer for the Property.
- 59 B. Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
- 60 C. All showings, negotiations and discussions about the sale of the Property will be done by Broker on Seller’s behalf. All
- 61 written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to
- 62 Broker.
- 63 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
- 64 oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant’s responsibilities.
- 65 E. Seller will not enter into or renew any leases during the term of this Contract without first giving notice to Broker.

66  
67 **9. BROKER’S SERVICE TO BUYER**

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

71  
72 **10. BROKER NOT RESPONSIBLE FOR DAMAGES**

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

75  
76 **11. DEPOSIT MONEY**

- 77 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
- 78 buyer in an escrow account until the sale is completed or the agreement of sale is terminated. If held by Broker, this escrow
- 79 account will be held as required by real estate licensing laws and regulations. Seller agrees that the person keeping the deposit
- 80 monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
- 81 B. If Seller joins Broker or Licensee in a lawsuit for the return of deposit monies, Seller will pay Broker’s and Licensee’s
- 82 attorneys’ fees and costs.

83  
84 **12. OTHER PROPERTIES**

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

86  
87 **13. CONFLICT OF INTEREST**

88 A conflict of interest is when Broker or Licensee has a financial or personal interest where Broker or Licensee cannot put Seller’s  
89 interests before any other. If Broker, Licensee, or any of Broker’s salespeople has a conflict of interest, Broker will notify Seller  
90 in a timely manner.

91  
92 **14. PUBLICATION OF SALE PRICE**

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

95  
96 **15. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS**

- 97 A. Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or
- 98 environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:
- 99 (1) is a possible danger to those living on the Property, or
- 100 (2) has a significant, adverse effect on the value of the Property.
- 101 The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a
- 102 structural element, system or subsystem is not by itself a material defect.
- 103 B. If Seller fails to disclose known material defects and/or environmental hazards;
- 104 (1) Seller will not hold Broker or Licensee responsible in any way;
- 105 (2) Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result;
- 106 (3) Seller will pay all of Broker’s and Licensee’s costs that result. This includes attorneys’ fees and court-ordered payments
- 107 or settlements (money Broker or Licensee pays to end a lawsuit or claim).

108 Seller Initials: \_\_\_\_\_

Broker/Licensee Initials: \_\_\_\_\_

109 **16. IF PROPERTY WAS BUILT BEFORE 1978**

110 The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer  
111 an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the Broker what  
112 the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell  
113 the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based  
114 paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about  
115 lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any  
116 records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property  
117 being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10  
118 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  
119 assessment” or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk  
120 assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer  
121 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  
122 lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

123  
124 **17. RECOVERY FUND**

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

129  
130 **18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

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

136  
137 **19. ADDITIONAL OFFERS**

138 If asked by a buyer or cooperating broker, Broker will reveal the existence of offers on the Property, unless prohibited by Seller.  
139 ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER  
140 OFFERS.

141  
142 **20. TRANSFER OF THIS CONTRACT**

143 A. Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker when:  
144 (1) Broker stops doing business, OR  
145 (2) Broker forms a new real estate business, OR  
146 (3) Broker joins his business with another.  
147 Seller agrees that Broker may transfer this Contract to another broker. Broker will notify Seller immediately in writing when  
148 a transfer occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this Contract with  
149 the new broker.  
150 B. Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all  
151 owners will follow the requirements of this Contract.

152  
153 **21. NO OTHER CONTRACTS**

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

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156 **22. ENTIRE CONTRACT**

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

159  
160 **23. CHANGES TO THIS CONTRACT**

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

162  
163 **24. SPECIAL INSTRUCTIONS**

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

166 Seller Initials: \_\_\_\_\_

Broker/Licensee Initials: \_\_\_\_\_

167 **25. MARKETING OF PROPERTY**

- 168 A. Where permitted, Broker, at Broker's option, may use:  For sale sign  Sold sign  Key in office  Lock box  
 169  Print / electronic advertising, including photographs  Property address in print/electronic advertising.  
 170 B. Broker  will/  will not use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers  
 171 and salespersons.  
 172 Seller agrees that Broker, Licensee, and the MLS are not responsible for mistakes in the MLS and/or advertising of the Property.

173 **26. ITEMS INCLUDED/NOT INCLUDED IN THE PRICE OF THE PROPERTY**

- 174 A. Included in the sale and purchase price are all existing items permanently installed in the Property, free of liens, including  
 175 plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa  
 176 equipment; garage door openers and transmitters; television antennas; shrubbery, plantings, and unpotted trees; any remaining  
 177 heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware,  
 178 shades, and blinds; built-in air conditioners; built-in appliances, and the range/oven, unless otherwise stated. Also included:  
 179 \_\_\_\_\_  
 180 B. The following items are NOT included in the purchase and price of the Property: \_\_\_\_\_  
 181 \_\_\_\_\_  
 182 C. Items leased by the Seller: \_\_\_\_\_

183 **ADDITIONAL INFORMATION (OPTIONAL)**

184 **TITLE & POSSESSION**

- 185 A. Seller will give possession of Property to a buyer at settlement or on \_\_\_\_\_  
 186 B. At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:  
 187 (1) Mineral Rights Agreements: \_\_\_\_\_  
 188 (2) Other: \_\_\_\_\_  
 189 C. Seller has:  
 190  Mortgage with \_\_\_\_\_ Amount of balance \$ \_\_\_\_\_  
 191 Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Acct. #: \_\_\_\_\_  
 192  Equity Loan with: \_\_\_\_\_ Amount of balance \$ \_\_\_\_\_  
 193 Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Acct. #: \_\_\_\_\_  
 194  Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).  
 195 D. Seller has:  Judgments  Municipal Assessment  Past Due Taxes  Other: \_\_\_\_\_  
 196 \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 197 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  
 198 Pennsylvania county, list the county and the Domestic Relations Number or Docket Number: \_\_\_\_\_

199 **TAXES, UTILITIES, & ASSOCIATION FEES**

- 200 A. At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: \_\_\_\_\_  
 201 \_\_\_\_\_  
 202 B. Real Estate Property Tax Assessment \$ \_\_\_\_\_ Yearly Taxes \_\_\_\_\_  
 203 Wage/Income Tax \$ \_\_\_\_\_ Per Capita Tax \$ \_\_\_\_\_  
 204 C. Estimated Utilities (trash, water, sewer, electric, gas, oil, etc.): \_\_\_\_\_  
 205 \_\_\_\_\_  
 206 D. Association Fees \$ \_\_\_\_\_ Include: \_\_\_\_\_

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

- 208  Cash  Conventional mortgage  FHA mortgage  VA mortgage  
 209  Seller's help to buyer (if any): \_\_\_\_\_

210 **Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**  
 211 **Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed below.**  
 212 **Seller has read the entire Contract before signing. All Sellers must sign this Contract.**  
 213 **Return by facsimile (FAX) constitutes acceptance of this Contract.**

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

215 **SELLER'S MAILING ADDRESS:** \_\_\_\_\_

216 \_\_\_\_\_

217 **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

218 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

219 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

220 **BROKER (Company Name)** \_\_\_\_\_

221 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_