



EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina



A. EMPLOYMENT: In consideration of the covenants herein contained, _____, (herein called "OWNER") and _____, (herein called "BROKER/LISTING FIRM") agree as follows: For the period of time beginning on _____ 20____, and ending at midnight on _____ 20____, Owner hereby grants to Broker the sole and exclusive right to sell the real property known as _____. Broker hereby accepts employment as the sole and exclusive agent of the Owner to sell the property, subject to the following terms and conditions:

B. SALE PRICE: Said property is, hereby, listed to sell for the gross sale price of \$_____ or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period. Owner agrees to pay Broker a fee of _____% computed upon the gross sales price in any of the following events: (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period, or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed: or, (3) The presentation to Owner of a valid and a bonafide written offer to purchase the property which complies with the terms and conditions specified herein. A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein, is non-contingent and is on a form adopted or recommend by a local Board of Realtors or substantially similar thereto. The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period, or if the Owner sells or obtains the contract to sell the property within _____ days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period. This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another Broker during the protection period. The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof. Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing the provision of this agreement. The owner shall pay at closing, the real estate commission, a fee for preparing the deed, the deed stamps required on the deed, recording of satisfaction and prorated taxes as of the day of closing. The term "sale" shall include any exchange, swap or trade of the herein described property.

C. MARKETING THE PROPERTY: The Broker has the option, but is not required, to continue marketing the property after an offer has been accepted. Owner may terminate this option by giving written notice to Broker. "Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim, loss or damage arising therefrom." **Withhold from Internet** yes _____ no _____ (initial one)

D. CALL, FAX, E-MAIL: Seller agrees to allow any Agent/Member to call, e-mail or fax information regarding the sale of their property.

E. INQUIRIES: Owner agrees to inform Broker of any inquires or negotiations concerning the sale of the property.

F. PROPERTY INFORMATION: Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property. Owner warrants, that, to his knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement, and that all such information is accurate to the best of his knowledge. Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker.

G. PERSONAL PROPERTY: The real estate described herein includes, all fixtures, equipment and improvements of any kind which are now attached to or planted on the premises, such as: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, TV antennas, clothes-line poles, curtain/drapery rods, ceiling fans, attached mirrors and light bulbs, as well as all built-ins, such as: equipment, appliances, cabinets, furniture and shelves unless otherwise agreed herein. Personal property to be transferred to the Buyer at no extra cost is as follows:

H. DISCLOSURE OF INFORMATION: Latent Defects - Owner authorizes Broker to disclose pertinent information about the property to his agents, subagents, prospective purchasers and all inquiring parties. Such disclosure shall be in the manner or form customary in the marketplace. Owner agrees to disclose, in writing, to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view, and to indemnify and hold Broker harmless from any costs, claims, liabilities, or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect. This indemnify shall include the costs incurred in enforcing the provisions of this indemnity, including reasonable attorney's fees. Known defects are as follows: _____

I. EXECUTED PROPERTY DISCLOSURE FORM AND LEAD BASED PAINT DISCLOSURE FORM: A Property Disclosure Form, as required by SC Code of Laws, as amended, section 27-50-10, et. seq., must accompany this listing (if applicable). If the property contains any residential structure constructed before 1978, a completed Lead Based Paint Disclosure Form in accordance with 42 U.S.C § 4852d must also accompany this listing agreement.

Verified by the Property Owner _____ Date _____
Initials



Property Address _____

J. INSPECTION: Owner agrees to make property available for the inspections by Broker, his agents, subagents, buyer/broker, and prospective purchasers, as deemed reasonably necessary by Broker.

K. NON-DISCRIMINATION: It is agreed that this property is listed in full compliance with local, state and federal fair housing laws, against discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin.

L. LOCKBOX: Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS. **Owner () does () does not agree for a CMLS lockbox** containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents. Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox. Owner understands and specifically assumes this risk. Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore. **The lockbox must be a MLS approved lockbox.** This does allow for an Agent to hang the CML lockboxes on the property along with one of his choosing if so desired.

M. SIGNAGE: Owner authorizes Broker the right to display "For Sale" sign on the property and remove all other signs. All signage placed on the listed property must be signage that complies with CMLS Rules and Regulations. No "For Sale by Owner" sign may be placed on the property.

N. AGENCY RELATIONSHIPS: Agent has advised Seller of Brokers general company policy regarding cooperation with Subagents, Buyers Agents or both and Seller agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies. Seller acknowledges receiving an explanation of the types of agency relationships that are offered by Agent (Listing Firm) and an Agency Disclosure Brochure regarding Agency Relationships in Real Estate _____. Seller acknowledges that after entering into this written agency contract, Agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked: Permission to act as a **dual agent** will not be considered _____; Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Dual Agency Agreement** _____; Permission to act as a **designated agent** will not be considered _____; Permission to act as a **designated agent** may be considered at a time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement** _____.

O. NO CONTROL OF COMMISSION RATES OR FEES. Under the long established policy of CMLS, the Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the CMLS, or by any persons not a party to the listing agreement. The compensation paid by the Listing Broker to a Cooperating Broker in respect to any listing is established by the Listing Broker in his offer of co-operation and is not fixed, controlled, suggested, recommended or maintained by the CMLS, or by any persons other than the Listing Broker and his or her subagent.

P. SPECIAL STIPULATIONS: The following stipulations shall, if conflicting with printed matter, control: _____

Q. MEDIATION: All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder. This mediation shall take place subject to the rules and procedures established by the South Carolina Bar Association, and the parties agree to appoint a mediator approved by the South Carolina Bar Association.

R. ERRORS AND OMISSIONS INSURANCE: _____ I have been advised that my Listing Company does not maintain Errors and Omissions Insurance.

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED.

_____	_____	_____	_____
WITNESS	OWNER	DATE	TIME
_____	_____	_____	_____
WITNESS	OWNER	DATE	TIME
_____	By: _____	_____	_____
BROKER'S COMPANY	BROKER'S SIGNATURE	DATE	

_____	_____
BROKER'S MAILING ADDRESS	OWNER'S MAILING ADDRESS
PHONE _____	PHONE _____

THIS IS A LEGALLY BINDING CONTRACT. ALL BLANKS MUST BE FILLED IN. IF INFORMATION DOES NOT APPLY, INSERT N/A. ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER.