

**THIS IS A LEGALLY BINDING AGREEMENT.
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

This agreement has been prepared by the Nebraska Real Estate Commission as a sample form of an exclusive listing agreement between a broker and a seller. Some provisions of this agreement may not apply to your particular transaction. This agreement may be modified to a non-exclusive listing agreement or to add, or delete paragraphs so long as such modifications do not conflict with the requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such act. This document is not intended to convey legal advice. If you have any legal questions regarding this document, you should consult an attorney.

Commission rates and contract terms are not regulated by law and are subject to negotiation between the real estate broker and the seller.

EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT

This Exclusive Right-To-Sell Listing Agreement ("Agreement") is made and entered into by and among _____ ("Seller" or "Owner") and _____, whose address for purposes of this Agreement is _____ ("Broker") for the purposes and under the terms set forth below, with Seller's specific Limited Agent with such Broker being _____ [insert name of affiliated licensee(s)] and such other affiliated licensees of Broker as may be assigned by Broker in writing. The affiliated licensee(s) named in this paragraph and the Seller's Limited Agents who may be appointed by the Broker are collectively referred to in this Agreement as "Seller's Limited Agent". All responsibilities and duties of Broker shall also be the responsibilities and duties of the Seller's Limited Agent. The parties acknowledge that Seller has been provided with and signed (or acknowledged electronic receipt of) a written copy of the current brokerage agency disclosure outlining the types of real estate services offered by Broker as approved by the Nebraska Real Estate Commission.

1. **Purpose of Agreement.** The purpose of this Agreement is to engage the efforts of Broker to accomplish the sale of the real property legally described as:

also known as _____
(Street Address) (City) (State)
together with any items of personal property to be conveyed pursuant to Paragraph 5 (collectively referred to as the "Property").

2. **Effect of this Agreement.** By contracting with Broker, Seller agrees to conduct all negotiations for the sale of the Property through Seller's Limited Agent and to refer to Seller's Limited Agent all inquiries received in any form from any source during the term of this Agreement.

3. **The Listing Period.** This Agreement shall begin _____, 20____ and shall continue through _____, 20____ (this period of time is referred to as the "Listing Period").

4. **Price and Terms.** The offering price for the Property shall be \$_____ on the following terms: _____

5. **Price to Include.** The price for the Property shall include all attached fixtures, except: _____

The following personal property is also included: _____

6. **Title.** Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall deliver to Broker, upon request, copies of all relevant title materials. Seller represents that there are no known encroachments affecting this Property, except (If none, state "None"): _____

Seller agrees to convey marketable title by warranty deed or _____.

If the Property has been or will be assessed for local improvements installed, under construction or ordered by public authority at the time of signing a Purchase Agreement, Seller will be responsible for payment of same.

Broker may terminate this Agreement immediately upon written notice to Seller that title is not satisfactory to Broker.

7. Evidence of Title. Seller agrees to convey a marketable title to buyer, evidenced by a policy of title insurance or an abstract certified to date.
8. Possession. Possession of the Property shall be delivered to buyer on _____.
9. Property Condition Disclosure Statement; Indemnification. Seller represents to the Broker solely for the purposes of this Agreement that Seller has completed or will promptly complete the Seller Property Condition Disclosure Statement as required by Nebraska law fully and accurately to the best of the Seller's knowledge. Seller further states that all oral representations made to Seller's Limited Agent are accurate. Seller's Limited Agent shall not list the Property until the Seller Property Condition Disclosure Statement is complete.

Seller agrees to indemnify and hold harmless Broker and any subagents (collectively, the "Listing Company"), from any claim that may be made against the Listing Company by reason of the Seller having breached the terms of this Section 9. The Listing Company agrees to indemnify and hold harmless Seller from any claim that may be made against Seller by reason of the Listing Company having breached the terms of this Section 9.

10. Compensation of Broker. In consideration of services to be performed by Seller's Limited Agent, Seller agrees to pay Broker a commission of _____ payable upon the happening of any of the following:

(a) If during the term of this Agreement, Seller, Broker or any other person:

- (1) sells the Property; or
- (2) finds a buyer who is ready, willing and able to purchase the Property at the above price and terms or for any other price and terms to which Seller agrees to accept; or
- (3) finds a buyer who is granted an option to purchase or enters into a lease with option to purchase and the option is subsequently exercised; or

(b) If this agreement is revoked or materially breached by Seller; or

(c) If Broker is prevented in closing the sale of this Property by existing claims, liens, judgements, or suits pending against the Property, or Seller thereof; or

(d) If Broker is unreasonably hindered by Seller in the showing of or attempting to sell the Property; or,

(e) If within _____ days after the expiration of this Agreement, Seller sells the Property to any person found during the term of this Agreement, or due to Broker's efforts or advertising under this Agreement, unless this Property is listed with another licensed Broker after the expiration of this Agreement, in which case no compensation shall be paid.

11. Limitation on Broker's Compensation. Broker may accept compensation when Broker or affiliated licensee (other than Seller's Limited Agent), is serving as a Buyer's Agent. In all other cases, Broker shall not accept compensation from the Buyer, the Buyer's agent, or any entity participating in or providing services for the sale without written agreement of Seller.
12. Cooperating with Other Brokers. Broker may accept the assistance and cooperation of other brokers who will be acting as subagents of the Seller or as agents for a buyer. If Broker participates in a local multiple listing service Broker shall submit the Property to such listing service. Seller authorizes Broker to compensate from the amount described in paragraph 10: () Seller's subagent; () buyer's agent; () agents acting for both the buyer and the Seller-dual agents.
13. Forfeiture of Earnest Money. In the event of forfeiture of the earnest money made by a prospective buyer, the monies received, after expenses incurred by Broker, shall be divided between Broker and Seller, one-half thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.

14. Cost of Services. Broker shall bear all expenses incurred by Broker, if any, to market the Property and to compensate cooperating brokers, if any. Broker will not obtain or order any products or services to be paid by Seller unless Seller agrees in writing. Broker shall not be obligated to advance funds for the benefit of Seller.
15. Maintenance of the Property. Seller agrees to maintain until delivery of possession, the heating, air conditioning, water heater, sewer, plumbing and electrical systems and any built-in appliances in good and reasonable working condition. Seller further agrees to hold Broker harmless from any and all causes of action, loss, damage, or expense Broker may be subjected to arising in connection with this section. Seller also agrees that Broker shall not be responsible for maintenance of the Property.
16. Nondiscrimination. Pursuant to Neb. Rev. Stat. § 76-2417, Broker and its licensees and subagents shall perform their duties in accordance with all applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes and regulations.
17. Escrow Closing. Seller agrees that the closing of any sale of the Property made by Broker may be handled by an escrow agent and authorizes Broker to transfer all earnest monies, down payments and other trust funds to the escrow agent along with documents and other items received by Broker related to the sale. The cost of the escrow closing shall be paid by Seller or as negotiated with the Buyer in the purchase agreement.
18. Smoke and Carbon Monoxide Detectors. Seller agrees to install at Seller's expense any smoke and/or carbon monoxide detectors required by law.
19. Lead Based Paint. If the Property is residential real property and was constructed prior to 1978, Seller shall provide a lead-based paint disclosure form to buyer in accordance with 42 U.S.C. § 4852d and attach it to this Agreement.
20. Sanitary Improvement District. If the Property is located within a Sanitary Improvement District ("SID") within the State of Nebraska, Seller shall provide the Broker with the most recent SID statement to be provided to any potential buyer as required by Neb. Rev. Stat. § 31-727.03.
21. New Construction. If the Property consists of new construction, Seller represents that the Property will comply with all applicable laws, rules, regulations, ordinances and codes as of the date the certificate of occupancy is issued.
22. Advertising: "Lock Box". Seller gives permission to Broker to advertise the Property in any lawful way, except as follows:

Seller gives permission to Broker to use a "lock box."
23. Duties and Responsibilities of Seller's Limited Agent. Seller's Limited Agent shall have the following duties and obligations:
 - a. To perform the terms of this Agreement;
 - b. To exercise reasonable skill and care for Seller;
 - c. To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 1. Seeking the price and terms which are acceptable to Seller except that Seller's Limited Agent shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale;
 2. Presenting all written offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for sale;
 3. Disclosing in writing to Seller all adverse material facts actually known by Seller's Limited Agent; and
 4. Advising Seller to obtain expert advice as to material matters of that which Seller's Limited Agent knows but the specifics of which are beyond the expertise of Seller's Limited Agent;
 - d. To account in a timely manner for all money and property received;

- e. To comply with the requirements of agency relationships as defined in Neb. Rev. Stat. §§ 76-2401 through 76-2430, the Nebraska Real Estate License Act, and all rules or regulations promulgated pursuant to such sections or act; and
- f. To comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.
24. Confidential Information. Seller's Limited Agent, even if acting as a Limited Dual Agent, shall not disclose any confidential information about Seller, without Seller's written permission, unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation.
25. Adverse Material Facts. Seller's Limited Agent, even if acting as a Limited Dual Agent, is required to disclose adverse material facts to any prospective buyer. Adverse material facts may include, but are not limited to, any environmental hazards affecting the Property which are required by law to be disclosed, physical condition of the Property, any material defects in the Property, any material defects in the title to the Property, or any material limitation on Seller's ability to perform under the terms of the contract.
26. Modification of this Listing Contract. No modification of this Agreement shall be valid, unless made in writing and signed by the Seller and Broker.
27. Brokerage Services Only. Seller acknowledges that Broker is acting as a real estate broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Seller is hereby advised to seek such other professional advice as may be important to Seller.**
28. Release of Information. Seller authorizes Broker to obtain any information relating to utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on the Property including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction.
29. Entire Agreement. This Agreement constitutes the entire agreement between the Seller and the Broker and any prior negotiations or agreements, whether oral or written, are not valid unless set forth herein.
30. Copies of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Seller acknowledges receipt of a copy signed by the Broker or Broker's affiliated licensee.
31. Additional Provisions. _____

Dated this _____ day of _____, 20_____.

(Name of Broker or Firm)

(Address)

(Phone No.)

By: _____

(Affiliated Licensee's Signature)

(Date)

E-mail address: _____

[SIGNATURE PAGE TO EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT]

(Name of Seller(s) - Type or Print)

(Seller Signature)

(Seller Signature)

(Seller(s) Address)

(City)

(State)

(Zip)

(Home Phone)

(Cell Phone)

(Seller's email)

(Seller's email)

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OPTIONAL LIMITED DUAL AGENCY LANGUAGE

If Broker is offering Limited Dual Agency, the following paragraph may be included in the Listing Agreement. If used, remember to renumber the remaining paragraphs.

25. Duties and Responsibilities of Seller's Limited Agent as a Limited Dual Agent. Seller's Limited Agent has disclosed to Seller that Broker permits Seller's Limited Agent to act as an agent for sellers of property or for buyers of property, and with the informed written consent of both the seller and buyer of a particular property, to act as a Limited Dual Agent for both. Seller's Limited Agent agrees to promptly notify Seller whenever a Seller's Limited Agent is also representing a buyer when that buyer becomes interested in acquiring Seller's property (hereinafter "Buyer"). Seller consents to Seller's Limited Agent also serving as an agent of the Buyer for Seller's property and acknowledges that Seller's Limited Agent will then be a Limited Dual Agent of both Seller and Buyer, serving both Seller and Buyer as clients. As a Limited Dual Agent, Seller's Agent will owe to the Buyer the following duties and obligations as a Buyer's agent:

- a. To perform the terms of the written agreement made with the Buyer;
- b. To exercise reasonable skill and care for the Buyer;
- c. To promote the interests of the Buyer with utmost good faith, loyalty, and fidelity, including:
 - i. Seeking a price and terms which are acceptable to the Buyer, except that the licensee shall not be obligated to seek other properties while the Buyer is a party to a contract to purchase property;
 - ii. Presenting all written offers to and from the Buyer in a timely manner regardless of whether the Buyer is already a party to a contract to purchase property;
 - iii. Disclosing in writing to the Buyer adverse material facts actually known by the Buyer's Limited Agent;
 - iv. Advising the Buyer to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the Buyer's Limited Agent;
- d. To account in a timely manner for all money and property received;
- e. To comply with all requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- f. To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

As a Limited Dual Agent, Seller's Limited Agent also continues to owe Seller the duties and obligations as a Seller's Limited Agent set out in paragraph 22, and the Seller's Limited Agent also continues to owe to Buyer the duties and obligations as a Buyer's Limited Agent described above, except that a Limited Dual Agent can disclose to one client any information the Limited Dual Agent has gained from the other client which is relevant to the transaction or client, provided that Limited Dual Agent shall not disclose, without the informed written consent of the client to whom the information pertains:

- a. that Seller is willing to accept less than the asking price for the Property;
- b. that Buyer is willing to pay more than the purchase price offered for the Property;
- c. what the motivating factors are for any client buying or selling the Property;
- d. that either client will agree to financing terms other than those offered by that client; and
- e. any other confidential information about the client unless the disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

In the event that Seller's Limited Agent becomes a Limited Dual Agent, Seller's Limited Agent will prepare and present to Seller an informed written consent at or before the time an offer to or from the Buyer is first presented. The informed written consent will identify the Buyer and disclose the compensation agreement between Seller's Limited Agent and Buyer, if any. Seller's Limited Agent will be allowed to continue in the transaction as a Limited Dual Agent only if the informed written consent is signed by both Seller and Buyer.