

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

**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)** \_\_\_\_\_ 1  
2 **LICENSEE(S)** \_\_\_\_\_ 2  
3 **SELLER** \_\_\_\_\_ 3  
4 \_\_\_\_\_ 4  
5 **1. PROPERTY** **LISTED PRICE \$** \_\_\_\_\_ 5  
6 Address \_\_\_\_\_ 6  
7 Municipality (city, borough, township) \_\_\_\_\_ 7  
8 County \_\_\_\_\_ School District \_\_\_\_\_ 8  
9 Zoning and Present Use \_\_\_\_\_ 9  
10 Identification Number (For example, tax identification number; parcel number; deed book, page, recording date) \_\_\_\_\_ 10  
11 \_\_\_\_\_ 11  
12 **2. STARTING & ENDING DATES OF LISTING CONTRACT** (also called "Term") 12  
13 A. No Association of REALTORS® has set or recommended the term of this contract. By law, the length or term of a listing 13  
14 contract may not exceed one year. Broker and Seller have discussed and agreed upon the length or term of this contract. 14  
15 B. **Starting Date:** This Contract starts when signed by Broker and Seller, unless otherwise stated here: \_\_\_\_\_ 15  
16 C. **Ending Date:** This Contract ends on \_\_\_\_\_ 16  
17 \_\_\_\_\_ 17  
18 \_\_\_\_\_ 18  
19 \_\_\_\_\_ 19  
20 **3. PURPOSE OF THIS CONTRACT** Seller is hiring Broker to market Property and to find a buyer. Seller will refer all offers 20  
21 and inquiries to Broker. Seller allows Broker to use print and/or electronic advertising, including interior and exterior 21  
22 photographs. Broker is acting as Seller Agent, as described in the Consumer Notice. 22  
23 **4. BROKER'S FEE** No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have 23  
24 negotiated the fee that Seller will pay Broker. The Broker's Fee is \_\_\_\_\_ of/from the sale price and 24  
25 paid by Seller. 25  
26 **5. COOPERATION WITH OTHER BROKERS** Licensee has explained Broker's company policies about cooperating with 26  
27 other brokers. Broker and Seller agree that Broker will pay from Broker's Fee a fee to another broker who procures the buyer, 27  
28 is a member of a Multiple Listing Service, and who: 28  
29 A. **represents the Seller (SUBAGENT).** 29  
30  No  Yes If Yes, amount: \_\_\_\_\_ of/from the sale price. 30  
31 B. **represents a buyer (BUYER'S AGENT). A Buyer's Agent, even if compensated by Broker or Seller, will represent** 31  
32 **the interests of the buyer.** 32  
33  No  Yes If Yes, amount: \_\_\_\_\_ of/from the sale price. 33  
34 C. **does not represent either the Seller or a buyer (TRANSACTION LICENSEE).** 34  
35  No  Yes If Yes, amount: \_\_\_\_\_ of/from the sale price. 35  
36 **6. PAYMENT OF BROKER'S FEE** 36  
37 A. **Seller will pay Broker's Fee if Property, or any ownership interest in it, is sold or exchanged during the term of this** 37  
38 **Contract by Broker, Broker's agents, Seller, or by any other person or broker, at the listed price or any price** 38  
39 **acceptable to Seller.** 39  
40 B. Seller will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale. 40  
41 C. Seller will pay Broker's Fee after the Ending Date of this Contract IF: 41  
42 (1) A sale occurs within \_\_\_\_\_ days of the Ending Date, AND 42  
43 (2) The buyer was shown or negotiated to buy the Property during the term of this contract. 43  
44 **Seller will not owe Broker's Fee if the Property is listed under an "exclusive right to sell contract" with another** 44  
45 **broker at the time of the sale.** 45  
46 **7. BROKER'S FEE IF SALE DOES NOT OCCUR** 46  
47 A. **Seller will pay Broker's Fee if a ready, willing, and able buyer is found by Broker or by anyone, including Seller.** 47  
48 *A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted* 48  
49 *by Seller.* 49  
50 B. If the Property or any part of it is taken by any government for public use (Eminent Domain), Seller will pay Broker 50  
51 \_\_\_\_\_ of/from any money paid by the government. 51  
52 C. If a buyer signs an agreement of sale then refuses to buy the Property, or if a buyer is unable to buy it because of failing 52  
53 to do all the things required of the buyer in the agreement of sale, Seller will pay Broker: 53  
54 (1) \_\_\_\_\_ of/from buyer's deposit monies, **OR** 54  
55 (2) the **Broker's Fee** in Paragraph 4, whichever is less. 55  
56 **8. DUAL AGENCY** Seller agrees that Broker may also represent the buyer(s) of the Property. The Broker is a DUAL AGENT 56  
57 when representing both Seller and the buyer in the sale of a property. 57  
58 **9. DESIGNATED AGENCY** 58  
59  **Not Applicable.** 59  
60  **Applicable.** Broker may designate licensees to represent the separate interests of Seller and the buyer. Licensee (identi- 60  
61 fied above) is the Designated Agent, who will act exclusively as the Seller Agent. If Property is introduced to the buyer 61  
62 by a licensee in the Company who is not representing the buyer, then that licensee is authorized to work on behalf of Seller. 62  
63 If Licensee is also the Buyer Agent, then Licensee is a DUAL AGENT. 63  
64 **10. BROKER'S SERVICE TO BUYER** Broker may provide services to a buyer for which Broker may accept a fee. Such 64  
65 services may include, but are not limited to, deed/document preparation; ordering certifications required for closing; financial 65  
66 services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services. Broker will 66  
67 disclose to Seller if any fees are to be paid by Buyer. 67  
68 **11. OTHER PROPERTIES** Seller agrees that Broker may list other properties for sale and that Broker may show other prop- 68  
69 erties to prospective buyers. 69  
70 **12. CONFLICT OF INTEREST** A *conflict of interest* is when Broker or Licensee has a financial or personal interest where 70  
71 Broker or Licensee cannot put Seller's interests before any other. If Broker, or any of Broker's salespeople, has a *conflict of* 71  
72 *interest*, Broker will notify Seller in a timely manner. 72

74 **13. SETTLEMENT & POSSESSION** 74

75 A. Preferred Settlement Date: \_\_\_\_\_ 75

76 B. Seller will give possession of the Property to Buyer at settlement or on \_\_\_\_\_ 76

77 C. (1) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. 77

78 (2) If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and 78

79 Tenant's responsibilities. 79

80 (3) Seller will not enter into or renew any lease during the term of this Contract except as follows: \_\_\_\_\_ 80

81 \_\_\_\_\_ 81

82 **14. TITLE** 82

83 A. At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows: 83

84 (1) Mineral Rights Agreements \_\_\_\_\_ 84

85 (2) Other \_\_\_\_\_ 85

86 B. Seller has: 86

87  Yes  No Mortgage with \_\_\_\_\_ 87

88 Address \_\_\_\_\_ Phone \_\_\_\_\_ 88

89 Acct. # \_\_\_\_\_ Amount of balance \$ \_\_\_\_\_ 89

90  Yes  No Equity loan with \_\_\_\_\_ 90

91 Address \_\_\_\_\_ Phone \_\_\_\_\_ 91

92 Acct. # \_\_\_\_\_ Amount of balance \$ \_\_\_\_\_ 92

93  Yes  No Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from 93

94 the lender. 94

95  Yes  No Past Due Taxes Amount owed \$ \_\_\_\_\_ 95

96  Yes  No Judgments Amount \$ \_\_\_\_\_ 96

97 Type \_\_\_\_\_ 97

98  Yes  No Municipal Assessments Amount \$ \_\_\_\_\_ 98

99  Yes  No Other \_\_\_\_\_ 99

100 Amount \$ \_\_\_\_\_ 100

101 C. 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 101

102 Pennsylvania county, list the county and the Domestic Relations Number or Docket Number: \_\_\_\_\_ 102

103 **15. MULTIPLE LISTING SERVICE (MLS)** (Complete if Broker is a member of an MLS) 103

104  Broker will use a Multiple Listing Service to advertise the Property to other real estate salespersons, who can tell their 104

105 clients and customers about it. Seller agrees that the MLS, the Broker, and the Licensee are not responsible for mistakes 105

106 in the MLS description of the Property. 106

107  Broker will not use a Multiple Listing Service to advertise the Property to other real estate salespersons. 107

108 **16. PUBLICATION OF SALE PRICE** 108

109 A. Seller is aware that newspapers may publish the final sale price after settlement. 109

110 B. Seller will allow publishing of the sale price after Seller accepts an Agreement of Sale. 110

111  Yes  No 111

112 **17. SIGNS & KEYS** Seller allows (where permitted): 112

113  Yes  No Sale Sign  Yes  No Sold Sign 113

114  Yes  No Key in Office  Yes  No Lock Box 114

115  Yes  No \_\_\_\_\_ 115

116 **18. ITEMS INCLUDED IN THE PRICE OF THE PROPERTY** 116

117 A. Included in the sale and purchase price are all existing items permanently installed in the Property, free of liens, including 117

118 plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; 118

119 garage door openers and transmitters; television antennas; shrubbery, plantings, and unpotted trees; any remaining heating and 119

120 cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, and 120

121 blinds; built-in air conditioners; built-in appliances, and the range/oven. Also included: \_\_\_\_\_ 121

122 \_\_\_\_\_ 122

123 B.  See attached sheet for additional items included in the sale. 123

124 **19. ITEMS NOT INCLUDED IN THE PRICE OF THE PROPERTY** 124

125 The following items are not included in the purchase and price of the Property: 125

126 A. \_\_\_\_\_ 126

127 \_\_\_\_\_ 127

128 B. Items rented by the Seller \_\_\_\_\_ 128

129 C.  See attached sheet for additional items not included in the sale. 129

130 **20. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS** 130

131 A. Seller (including Sellers exempt from the Real Estate Seller's Disclosure Act) will disclose all known material defects 131

132 and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that: 132

133 (1) is a possible danger to those living on the Property, or 133

134 (2) has a significant, adverse effect on the value of the Property. 134

135 B. If Seller fails to tell of known material defects and/or environmental hazards, 135

136 (1) Seller will not hold Broker or Licensee responsible in any way; 136

137 (2) Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result; 137

138 (3) Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered pay- 138

139 ments or settlements (money Broker or Licensee pays to end a lawsuit or claim). 139

140 **21. IF PROPERTY WAS BUILT BEFORE 1978** The Residential Lead-Based Paint Hazard Reduction Act says that any Seller 140

141 of property built before 1978 must give the buyer an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The 141

142 Seller also must tell the buyer and the Broker what the Seller knows about lead-based paint and lead-based paint hazards that 142

143 are in or on the property being sold. Seller must tell the buyer how the Seller knows that lead-based paint and lead-based paint 143

144 hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, 144

145 and any other information Seller knows about lead-based paint and lead-based paint hazards on the property. Any Seller of a 145

146 pre-1978 structure must also give the buyer any records and reports that the Seller has or can get about lead-based paint or 146

147 lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. 147

148 According to the Act, a Seller must give a buyer 10 days (unless Seller and the buyer agree to a different period of time) from 148

149 the time an Agreement of Sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done 149

150 on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer 150

151 chooses not to have the assessment or inspection, the buyer must inform the Seller in writing of the choice. The Act does not 151

152 require the Seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to 152

153 housing built in 1978 or later. 153

153 **Seller Initials** \_\_\_\_\_ **Page 2 of 3** **Broker/Licensee Initials** \_\_\_\_\_ 153

- 154 **22. DEPOSIT MONEY** 154
- 155 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 155
- 156 buyer in an escrow account. If held by Broker, this escrow account will be held as required by real estate licensing laws 156
- 157 and regulations. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is 157
- 158 received as deposit money until Seller has accepted an offer. 158
- 159 B. If Seller joins Broker or Licensee in a lawsuit for the return of deposit monies, Seller will pay Broker's and Licensee's 159
- 160 attorneys' fees and costs. 160
- 161 **23. RECOVERY FUND** Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final 161
- 162 court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real 162
- 163 estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do 163
- 164 so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 164
- 165 (outside Pennsylvania). 165
- 166 **24. TRANSFER OF THIS CONTRACT** 166
- 167 A. Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker when: 167
- 168 (1) Broker stops doing business, OR 168
- 169 (2) Broker forms a new real estate business, OR 169
- 170 (3) Broker joins his business with another. 170
- 171 Seller agrees that Broker may transfer this Contract to another broker. Broker will notify Seller immediately in writing 171
- 172 when a transfer occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this 172
- 173 Contract with the new broker. 173
- 174 B. Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all 174
- 175 owners will follow the requirements of this Contract. 175
- 176 **25. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA** Federal and state laws 176
- 177 make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABI- 177
- 178 LITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, 178
- 179 USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCI- 179
- 180 ATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, 180
- 181 loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property. 181
- 182 **26. NO OTHER CONTRACTS** Seller will not enter into another listing agreement with another broker that begins before the 182
- 183 Ending Date of this Contract. 183
- 184 **27. ADDITIONAL OFFERS** ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED 184
- 185 TO PRESENT OTHER OFFERS. 185
- 186 **28. ENTIRE CONTRACT** This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements 186
- 187 that were made before are not a part of this Contract. 187
- 188 **29. CHANGES TO THIS CONTRACT** All changes to this contract must be in writing and signed by Broker and Seller. 188
- 189 **30. SPECIAL INSTRUCTIONS** The Office of the Attorney General has not pre-approved any special conditions or additional 189
- 190 terms added by any parties. Any special conditions or additional terms in the Contract must comply with the Pennsylvania 190
- 191 Plain Language Consumer Contract Act. 191
- 192 192
- 193 193
- 194 194
- 195 195

**ADDITIONAL INFORMATION (OPTIONAL)**

- 196 **31. TAXES, UTILITIES, & ASSOCIATION FEES** 196
- 197 A. At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: \_\_\_\_\_ 197
- 198 \_\_\_\_\_ 198
- 199 B. Real Estate Property Tax Assessment \$ \_\_\_\_\_ Yearly Taxes \$ \_\_\_\_\_ 199
- 200 Wage/Income Tax \_\_\_\_\_ Per Capita Tax \$ \_\_\_\_\_ 200
- 201 C. Estimated Utilities (trash, water, sewer, electric, gas, oil, etc.) \_\_\_\_\_ 201
- 202 \_\_\_\_\_ 202
- 203 D. Association Fees \$ \_\_\_\_\_ Include: \_\_\_\_\_ 203
- 204 E. Other \_\_\_\_\_ 204
- 205 **32. BUYER FINANCING** Seller will accept the following arrangements for buyer to pay for the Property: 205
- 206  Cash 206
- 207  Buyer will apply for a mortgage. Type(s) of mortgages acceptable to Seller are: 207
- 208  Yes  No Conventional  Yes  No FHA 208
- 209  Yes  No VA  Yes  No \_\_\_\_\_ 209
- 210  Seller's help to buyer (if any): \_\_\_\_\_ 210
- 211 \_\_\_\_\_ 211

212 **Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.** 212

213 **All Sellers must sign this Contract.** 213

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

215 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 215

216 Name (print) \_\_\_\_\_ SS# \_\_\_\_\_ 216

217 Mailing Address \_\_\_\_\_ 217

218 Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_ 218

219 \_\_\_\_\_ 219

220 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 220

221 Name (print) \_\_\_\_\_ SS# \_\_\_\_\_ 221

222 Mailing Address \_\_\_\_\_ 222

223 Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_ 223

224 \_\_\_\_\_ 224

225 **BROKER (Company Name)** \_\_\_\_\_ 225

226 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_ 226

227 Mailing Address \_\_\_\_\_ 227

228 Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_ 228

229 \_\_\_\_\_ 229