

TRANSACTION LISTING AGREEMENT
(This is a legally binding contract. If you do not understand it, seek legal advice.)

THIS IS A NON-AGENCY AGREEMENT

Seller: _____ City: _____ State: _____

Listing Date: _____ Expiration Date: _____

If a purchase agreement is entered into by buyers during the term of this agreement, the termination thereof shall extend to and include the date of closing under said purchase agreement as to the purchasers only.

1. In consideration of Broker's efforts to obtain a purchaser, Seller(s) hereby grant Broker the exclusive right to sell the following property: _____

Also known as: _____

For the sum of: _____ (\$ _____)

On the following terms: _____

_____ or with Seller's consent, for a lesser sum or on other terms, which price includes all encumbrances, taxes, and assessments.

2. A. Seller agrees that Broker is not an agent of the Seller and the Broker is not acting in a fiduciary capacity.
B. Seller agrees that Broker is not an advocate for the interests of any parties to this agreement.
C. Seller and Broker agree that Broker will assist Seller as a transaction broker as outlined in the Real Estate Relationships Disclosure Form and the Real Estate Consumer Guide.
D. Seller authorizes Broker, by initials in the appropriate space, to:
- | | | | |
|---|-----------------------|----------------------|----------------------|
| a) cooperate with brokers who represent buyers. | Yes _____/_____/_____ | No _____/_____/_____ | NA _____/_____/_____ |
| b) compensate cooperating brokers. | Yes _____/_____/_____ | No _____/_____/_____ | NA _____/_____/_____ |

3. The term "sale" shall be deemed to include any exchange or trade to which Seller consents. In the event of an exchange or trade, Broker is permitted to receive compensation from both parties.

4. If during the period of this agreement the property is sold by Seller, Broker, a cooperating broker, or anyone else; or should any of the above produce a purchaser ready, willing, and able to purchase the property; or within _____ days after the expiration of this contract, a sale is made to any person to whom the property has been shown during the listing period; Seller agrees to pay a fee for professional services of \$ _____ OR _____ percent of the selling price plus appropriate sales tax. Seller further agrees that Broker or Broker's authorized representative may act as escrow agent for all money, papers, and documents associated with this transaction. If this property is listed with another licensed real estate broker after expiration of this listing, this contract shall be null and void in its entirety.

5. If earnest money deposited by the Buyer is forfeited, the earnest money, less expenses, shall be equally divided between Broker and Seller. However, in no case may the Broker's share exceed the commission stated herein.

6. The following personal property is included in the stated price: _____

_____.

7. Seller authorizes Broker, by initials in the appropriate space, to:
- | | | | |
|--|-----------------------|----------------------|----------------------|
| A. place property with the Multiple Listing Service. | Yes _____/_____/_____ | No _____/_____/_____ | NA _____/_____/_____ |
| B. place a "For Sale" sign on property. | Yes _____/_____/_____ | No _____/_____/_____ | NA _____/_____/_____ |
| C. install a lockbox on the property. | Yes _____/_____/_____ | No _____/_____/_____ | NA _____/_____/_____ |
| D. request mortgagee to release information to Broker. | Yes _____/_____/_____ | No _____/_____/_____ | NA _____/_____/_____ |
| E. request utility companies to release information to Broker. | Yes _____/_____/_____ | No _____/_____/_____ | NA _____/_____/_____ |
| F. advertise by computerized media. | Yes _____/_____/_____ | No _____/_____/_____ | NA _____/_____/_____ |

8. This property is offered for sale regardless of sex, race, color, national origin, religion, creed, disability, or familial status.

9. Seller(s) shall complete and submit a property condition disclosure statement as required by SDCL 43-4-38 with this listing agreement.

10. Seller(s) shall complete and submit a lead-based paint disclosure if property is residential and built prior to 1978 as required by federal regulation.

Receipt of a copy of this contract by the seller is acknowledged.

Seller _____ Soc. Sec. No. _____ Seller _____ Soc. Sec. No. _____

Broker _____ By _____