

1 **Listing Contract**



2 This is a legally binding Contract. If not understood, seek legal advice.
3 This document is copyrighted by Metro Search®, Inc. and is for the use of its Participants only.

4 **AGREEMENT TO LIST AND SELL**

5 In consideration of Listing Broker's agreement to list Seller's property for sale, place this listing on the Multiple Listing
6 Service ("MLS") of Metro Search, Inc., and use Listing Broker's efforts to find a Buyer, Seller hereby grants
7 Listing Broker the exclusive right from _____ ("effective date") until 11:59pm (Eastern Time) on
8 _____ ("expiration date") to sell the property located at _____
9 _____ ("Property") for the gross price of \$ _____, on the following terms
10 (or such other prices, terms, conditions to which Seller may agree): _____
11 _____.

12 **AGREEMENT TO PAY LISTING COMPENSATION**

13 **NO STANDARD COMMISSION: SELLER ACKNOWLEDGES THAT BROKERAGE COMMISSIONS AND**
14 **FEES (COMPENSATION) ARE NOT STANDARD, ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

15 Listing Broker Compensation: If the property, or any part thereof, is sold before the expiration of this Contract by Seller or
16 any other person, Seller agrees to pay Listing Broker a commission of _____% of the sales price or \$ _____, which shall
17 be due at closing. The total commission is earned upon acceptance of an offer, but is subject to any contingencies specified
18 therein. In addition, Seller agrees to pay a fee in the amount of \$ _____, which fee is in addition to the commission on
19 the sales price and which fee is for the following services: _____ (the
20 "Services"). Seller hereby expressly agrees that the commission on the sales price does not include fees for the Services
21 and that the fee is reasonable for the Services provided. It is understood by Seller the amount above DOES NOT include any
22 compensation for a Buyer's Broker Compensation.

23 Unrepresented Buyer: If a Buyer is not represented by a Buyer's Broker, the total Listing Broker Commission will be _____% of
24 the sales price, or \$ _____ which will be due at closing.

25 At closing, Seller will convey by deed of general warranty a marketable fee simple title to the property with the usual
26 covenants such as any title company will insure, except easements and restrictions of record.

27 If the closing is not completed because of Seller's failure to perform Seller's obligations under the terms of the Residential
28 Sales Contract, Seller shall pay all agreed upon commissions.

29 **CONSENT TO MARKET AND ADVERTISE**

30 Seller is providing the attached listing input form and may otherwise provide to Listing Broker orally or in writing certain data
31 regarding Seller's property. Seller agrees that this data may be used as Listing Broker deems appropriate, consistent with the
32 MSI Rules & Regulations, to facilitate the sale of Seller's Property. It may also be provided to the Greater Louisville
33 Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants as they deem
34 appropriate and with no compensation due to Seller. Seller understands that some or all of the data may be digitized,
35 reproduced, published, transmitted, disseminated, and/or displayed in many forms and through various media, including
36 but not limited to the Internet, television, local publications and fact sheets, computer database networks, a Multiple
37 Listing Service or other similar database, etc. Seller agrees that Listing Broker may temporarily withdraw the listing from the
38 Multiple Listing Service should Seller fail to respond, within 48 hours, to inquiries and/or requests from the Listing Broker.
39 Seller hereby represents to Listing Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc. and
40 their respective members and participants that the data provided is true and correct.

41 Seller also hereby grants Listing Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc. and their
42 respective members and participants the right and license to photograph/video Seller's Property and to use such
43 photographs/videos to the same extent Listing Broker uses the Property data Seller is providing Listing Broker, with no
44 compensation due for such use, and Seller acknowledges that Seller has no rights of ownership with regard to those
45 photographs/videos. Exceptions to this paragraph are as follows: _____
46 Should Seller choose to advertise Seller's Property itself, pursuant to KRS 324.117(4), Seller agrees to include the name of
47 Listing Broker's real estate company, namely _____ or the name of Agent's
48 principal broker, namely _____. Advertisements include but are not limited to social media, the
49 Internet, newspaper or other publication, television, periodicals, fact sheets, computer databases and the Multiple Listing
50 Service. Seller will indemnify Listing Broker and Agent for any fines which are levied as a result of Seller's non-compliance
51 with KRS 324.117(4).

52 Seller hereby waives any claims Seller might have now or in the future against Listing Broker, the Greater Louisville
53 Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants arising out of or relating
54 to the acquisition or use of data or photographs/videos of or about Seller's Property. Seller agrees to indemnify and hold
55 harmless Listing Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective
56 members and participants from any liability, damage, cost, attorney fees, or expenses resulting from any inaccuracies or

57 **Seller** Initials: _____ Date: _____ Time: _____ Initials: _____ Date: _____ Time: _____

58 **Broker** Initials: _____ Date: _____ Time: _____ Initials: _____ Date: _____ Time: _____

