

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 COMMISSION**

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 any  
16 other person, Seller agrees to pay Listing Broker a commission of \_\_\_\_\_% of the sales price or \$ \_\_\_\_\_, which shall be  
17 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. ~~If the Buyer is represented by a cooperating Broker, Broker is~~  
29 ~~authorized to share its commission with that cooperating Broker. The amount of compensation offered to the cooperating~~  
30 ~~Broker will be \_\_\_\_\_% of the selling price or \$ \_\_\_\_\_.~~

31 **CONSENT TO MARKET AND ADVERTISE**

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

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

54 Seller hereby waives any claims Seller might have now or in the future against Listing Broker, the Greater Louisville  
55 Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants arising out of or relating  
56 to the acquisition or use of data or photographs/videos of or about Seller's Property. Seller agrees to indemnify and hold  
57 harmless Listing Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective  
58 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: \_\_\_\_\_

61 material omissions in the data Seller has provided. Seller acknowledges that placement of the listing in the MLS may result in  
62 it being displayed on syndicated websites which are not under the direct control of the brokerage and may not accurately  
63 reflect all details of the listed Property. Seller agrees to hold the agent and brokerage harmless for any misinformation. The  
64 Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants shall  
65 be third party beneficiaries to the provisions of this paragraph.

66 Listing Broker is hereby authorized to place a Lock Box and a "For Sale" sign on Seller's Property, to remove all other signs  
67 and lock boxes, and exhibit the Property to any prospective Buyer. Listing Broker is further authorized to disclose  
68 information regarding comparable sales to any prospective Buyer. Upon transfer of title, Listing Broker is authorized to  
69 disclose all information, including sales price, to participants of the MLS. Listing Broker is further authorized to cease  
70 showing the Property after Seller has accepted an offer to purchase, unless otherwise instructed, by Seller, in writing.

71 The Property will be offered without respect to race, creed, color, sex, familial status, disability, sexual orientation or national  
72 origin. Due to Fair Housing concerns and risks, Brokers and Agents are discouraged from preparing, reviewing, submitting  
73 personal information (aka "love letters"), including photographs, from potential Buyer to Seller.

74 **SALE AFTER EXPIRATION OF LISTING CONTRACT**

75 Seller agrees to pay Listing Broker at closing a commission of \_\_\_\_% of sales price, or \$\_\_\_\_\_ if the Property is  
76 sold by Seller within \_\_\_\_\_ months after the expiration of this Contract to any person to whom Listing Broker or Seller  
77 has shown this Property during the period of this contract, regardless of whether Seller has knowledge of said showing, and  
78 so long as the property has not been listed with another Listing Broker.

79 **MEDIATION/BINDING ARBITRATION**

80 Notice of Demand for Mediation must be made within 365 days after the Party raising the claims knew, or should have known,  
81 of the existence of said claims. Any dispute or claim (including, without limitation, claims of fraud, misrepresentation, punitive  
82 damages, warranty and/or negligence) of Seller, Buyer, Brokers, Agents or any of them for a sum greater than the limits of  
83 small claims court jurisdiction arising out of this Contract or breach thereof or arising out of or relating to the physical  
84 condition of the property covered by this Contract shall first be submitted to mediation and arbitration in accordance with the  
85 guidelines of the Greater Louisville Association of REALTORS®, Inc. Copies of these guidelines are available at the Greater  
86 Louisville Association of REALTORS®, Inc. Disputes shall include (among other things) issues relating to representations  
87 made by Buyer, Seller, or any Broker or Agent, or other person or entity in connection with the sale and purchase of the  
88 property covered by this Contract. Any agreement signed by the parties pursuant to the mediation conference shall be  
89 binding.

90 If mediation does not result in an agreement signed by the Parties, all such claims or disputes shall be decided by binding  
91 arbitration in accordance with the Guidelines of the Greater Louisville Association of REALTORS®, Inc. and the laws of the  
92 Commonwealth of Kentucky. Copies of these guidelines are available at the Greater Louisville Association of REALTORS®,  
93 Inc. The Arbitration must be submitted to the Arbitrator, consistent with the Greater Louisville Association of REALTORS®  
94 Guidelines, within 365 after the initial Demand for Mediation has been filed. Any proceeding to determine damages shall be  
95 conducted by an arbitrator pursuant to this paragraph and not in court and shall be conducted within the Commonwealth of  
96 Kentucky. In the event a party fails to proceed with arbitration when so required, or unsuccessfully challenges the arbitrator's  
97 award, the other party is entitled to recover its costs, including reasonable attorney fees, for having to compel arbitration or  
98 defend/enforce the award.

99 It is specifically agreed that no Party will be entitled to join or consolidate disputes by or against others in any mediation or  
100 arbitration (unless agreed to by all parties), or to include in any mediation or arbitration any dispute as a representative or  
101 member of a class, or to act in any arbitration in the interest of the public or in any private attorney general capacity. This  
102 paragraph shall survive the closing.

103 By signing below, I am aware of the benefits of listing my property for sale on the MLS and have discussed the above options  
104 in detail with my REALTOR®.

105 \_\_\_\_\_  
Designated Broker (Listing Company) Seller Date Time

106 \_\_\_\_\_  
Broker Acceptance Date Time Seller Date Time