



Mentor Listing Realty, Inc.
Exclusive Agreement and Authorization to List Property on
REALTOR® Multiple Listing Service

1. Exclusive Agency Listing Agreement

This exclusive listing agreement made on _____, 20____, between **Mentor Listing Realty, Inc.**, referred to in this agreement as broker, and

Owner(s) Name: _____
Owner Address: _____

Owner Phone: _____
Owner Fax: _____
Owner Email: _____

referred to in this agreement as owner. For and in consideration of services to be performed by broker, owner employs broker to exclusively list for sale a certain parcel of property know as

Property Address: _____

Property County: _____
Property City, State, Zip: _____
Property Legal Description: _____

subject to the following terms and conditions.

2. Listing Price

The listing price shall be _____. It is owner's sole responsibility to determine the price at which property will be offered for sale.



3. Term of Listing

The rights and obligations created by the agreement shall commence on the date when the listing is accepted by **Mentor Listing Realty, Inc.**, and shall terminate at midnight, the day six (6) months after this date.

4. Brokerage Fee

Owner shall pay **Mentor Listing Realty, Inc.** real estate brokerage a FLAT FEE of \$399 in accordance with the terms and conditions of this agreement. Payment is due upon inception of this agreement.

5. Cooperating Brokerage Fee

- a) Owner shall pay a commission of _____% of sale price to any licensed real estate broker who procures a purchaser for said property.
- b) Owner authorizes **Mentor Listing Realty, Inc.** to offer cooperation and compensation to other multiple listing service participants
- c) Owner also acknowledges that if the property is sold, granted, leased, transferred, optioned, etc., to any purchaser presented by a licensed real estate broker during the term of this agreement or within a 6 month period of the cancellation or expiration of this agreement, the owner is still obligated to pay said broker commission. However, owner shall not be obligated to pay cooperating broker commission if owner has entered into a valid written exclusive listing agreement with another licensed real estate broker.
- d) Owner may sell the property to a purchaser who is not represented by a real estate broker. If the stipulations of section 5c) above have not been violated, owner will not be required to pay any additional commission or fees to **Mentor Listing Realty, Inc.**

6. Owner's Responsibilities and Duties

- a) Owner shall provide **Mentor Listing Realty, Inc.** with all pertinent information requested on the provided forms and that all information is true and accurate to the best of owner's knowledge.
- b) Owner is responsible for any discrepancies or inaccuracies in the listing input into the multiple listing service. Upon receipt of copy from **Mentor Listing Realty, Inc.** owner shall review documents, make corrections or changes, if any, sign the form and mail it back to **Mentor Listing Realty, Inc.** within 24 hours. **Mentor Listing Realty, Inc.** is not responsible for the accuracy of the information provided to us. Any and all changes must be submitted in writing.
- c) Owner acknowledges that **Mentor Listing Realty, Inc.** does not have an agency relationship with owner nor does it represent owner as a seller. **Mentor Listing Realty, Inc.** has no obligation to owner other than those specifically stipulated in this agreement and by applicable law.
- d) Owner shall cooperate fully with all real estate brokers, provide reasonable access to property for showings, and negotiate with a purchaser's broker.
- e) Owner has the duty to notify **Mentor Listing Realty, Inc.**, via fax or overnight express mail, of the acceptance of any offer on said property within 24 hours of such acceptance. A signed copy of Sales Contract must be included with this notification to ensure **Mentor Listing Realty, Inc.** is able to comply with multiple listing service ("MLS") regulations. Should **Mentor Listing Realty, Inc.**, be fined by the MLS as a result of owner's failure to provide timely notice of any



change in status of said property, owner shall be fully responsible for such fine, plus a handling fee. All fines and handling fees shall be charged against owner's credit card account and execution of this agreement is approval in advance by owner for these charges.

- f) Owner must comply with all the laws, regulations, statutes, ordinances, etc., pertaining to the sale of the said property.

7. Mentor Listing Realty, Inc. Duties

- a) **Mentor Listing Realty, Inc.** shall by owner's authorization enter and disseminate all information provided by owner for the property listed to the local REALTOR® MLS and all participating real estate Web sites during the entire term of this agreement.
- b) **Mentor Listing Realty, Inc.** will comply with all the rules and regulations established by the MLS and all the Laws relating to the sale of real property in the state in which we are engaged in business.
- c) Owner agrees and understands that owner does NOT have any agency relationship with **Mentor Listing Realty, Inc.** and that **Mentor Listing Realty, Inc.** does NOT represent owner as a seller. **Mentor Listing Realty, Inc.** has no obligation to: market property (other than listing property on MLS and Internet sites), arrange appointments, show property, nor coordinate closings. No other relationship expressed or implied shall be construed greater than that established by this agreement and by applicable law.
- d) **Mentor Listing Realty, Inc.** is under no obligation to procure a purchaser for owner's property. **Mentor Listing Realty, Inc.** is not charged with the custody of the property, nor its contents therein, nor the responsibility of its management, maintenance, upkeep, repair or condition.
- e) **FOR INDIANA LISTINGS ONLY:** As a part of its service to you, **Mentor Listing Realty, Inc.** will hold any earnest money or deposits from your purchaser. If you choose to take an earnest money deposit from a purchaser, which you are not required to do, you agree that the earnest money shall be made payable to **Mentor Listing Realty, Inc.** and delivered to our office along with a copy of the final written sale contract within 24 hours after parties reach final written terms for the sale. Within 48 hours after receiving the earnest money, **Mentor Listing Realty, Inc.** shall deposit those funds into its escrow account to be held until it is to be disbursed under the terms of the sale contract and our agreement with you. For any transaction in which **Mentor Listing Realty, Inc.** is, or might be considered, the listing principal broker, any and all earnest money shall be held in the escrow account of **Mentor Listing Realty, Inc.** in accordance with the requirements of the State of Indiana and the provisions of the sale contract.
- f) **FOR ILLINOIS LISTINGS ONLY:** Owner understands and agrees that **Mentor Listing Realty, Inc.** will not hold earnest money or deposits for any transactions.
- g) **FOR INDIANA LISTINGS ONLY:** Indiana law (I.C. 25-34.1-1-10-9.5) provides that a Licensee must perform at least the following duties for the Seller:
 - a. Be available to receive and timely present offers and counteroffers for the property.
 - b. Assist in negotiating, completing real estate forms, communicating, and timely presenting offers, counteroffers, notices, and various addenda relating to the offers and counteroffers until:
 - i. a purchase agreement is signed; and
 - ii. all contingencies are satisfied or waived.

- c. Timely respond to questions relating to offers, counteroffers, notices, various addenda, and contingencies pertaining to the subject property.
- h) **FOR ILLINOIS LISTINGS ONLY:** Illinois law (225 ILCS 454/15-75) provides that all exclusive brokerage agreements must specify that the sponsoring broker, through one or more sponsored licensees, must provide, at a minimum, the following services:
 - a. accept delivery of and present to the client offers and counteroffers to buy, sell, or lease a client's property or the property the client seeks to purchase or lease;
 - b. assist the client in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
 - c. answer the client's questions relating to the offers, counteroffers, notices, and contingencies

8. Fair Housing

OWNER UNDERSTANDS IT IS ILLEGAL FOR EITHER OWNER OR REAL ESTATE BROKERS TO REFUSE TO SELL TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, FAMILIAR STATUS, HANDICAP, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, AS THOSE TERMS ARE DEFINED IN EITHER THE INDIANA HUMAN RIGHTS ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY, OR LOCAL STATUTE OR ORDINANCE.

9. Property Disclosure:

- a) Owner acknowledges that there are or may be certain obligations to disclose defects in the property as required by Law. These disclosures may be mandated by Federal, State, County, City or Local Laws or Ordinances. It is owner's sole duty to establish these requirements and provide the necessary documentation to the purchaser.
- b) As a courtesy to owner **Mentor Listing Realty, Inc.** has provided two of the more common disclosure forms similar to those used by the Indiana Association of REALTORS® (Residential Real Property Disclosure Form and the Lead-Based Paint Disclosure Form under 42 U.S.C. 4852(d)). **Mentor Listing Realty, Inc** does not in any way guarantee the accuracy nor completeness of these forms, nor shall it be construed that these are the only forms necessary to comply with legal requirements, if any. Owner has the duty to provide prospective purchasers or their agent these or any other disclosure documents legally required on demand.
- c) Owner unconditionally releases **Mentor Listing Realty, Inc.** from any responsibility or liability in connection with disclosure form requirements or violations. Owner is advised to seek professional legal counsel regarding disclosure requirements and the completion of disclosure forms.

10. For Sale Sign

- a) For a fee, for sale signs are available from **Mentor Listing Realty, Inc.** Within 5 days of receipt of all fees and deposits specified in Paragraph 14 below for a for sale sign, sign shall be shipped to owner at the address specified in Paragraph 1.



- b) The “Contact Number” on the for sale sign shall be the number listed above in Paragraph 1 as “Owner Phone.” Should more than one phone number be listed, the first phone number shall be used.
- c) Owner agrees that, during the term of this listing agreement, if a for sale sign is displayed on the property, only signs provided by **Mentor Listing Realty, Inc.** shall be used.
- d) Owner must display the sign in a manner compliant to local rules regarding sign placement, if allowed at all.
- e) Sign shall not be used for any other property.
- f) Owner is responsible for removing sign within one (1) week of closing or cancellation or expiration of this listing agreement.
- g) Owner shall be responsible for any local fees for displaying a sign, or any fines or fees resulting from using or displaying a sign in violation of the rules of the multiple listing service, or from violation of any law or rule restricting or governing the use of signs in property’s area. Should **Mentor Listing Realty, Inc.**, be fined or assessed any fee, Owner shall be fully responsible for such fine or fee, plus a handling fee. All fines and handling fees shall be charged against Owner’s credit card account and execution of this agreement is approval in advance by Owner for these charges.

11. Lock Box

- a) For a fee, lock boxes are available from **Mentor Listing Realty, Inc.** Within 5 days of receipt of all fees and deposits specified in Paragraph 14 below for a lock box, lock box shall be shipped to owner. Deposits, if any, shall be mailed to owner within ten (10) days of return of lock box in good condition. Deposits for lock boxes not returned within six (6) months of expiration or cancellation of listing shall be forfeit.
- b) If the owner elects to acquire a lock box from **Mentor Listing Realty, Inc.**, owner shall install the lock box on the main entry door of the property.
- c) Owner shall hold **Mentor Listing Realty, Inc.**, its agents, and any multiple listing service of which broker is a participant harmless from any and all liability, claims, judgments, obligations, or demands against broker or agent as a result of this service, but not limited to any and all liabilities and costs, including reasonable attorney fees incurred by broker and/or agents as a result of using the lock box. Owner is advised by **Mentor Listing Realty, Inc.** on the safeguarding or removal of valuables now located within said property and the need to obtain personal property insurance through the owner’s insurance company. If property is leased, owner agrees to notify his tenant of the foregoing.

12. Disputes and Arbitration

- a) In the event of a dispute between **Mentor Listing Realty, Inc.** and owner arising out of this agreement or either party’s duties or obligations hereunder, the parties agree to submit the dispute to arbitration according to the rules of the American Arbitration Association. In the event an award is entered against **Mentor Listing Realty, Inc.** it is hereby agreed that **Mentor Listing Realty, Inc.** shall only be liable for damages up to the total fee paid by owner. The prevailing party shall also be entitled to recover costs including reasonable attorney fees.
- b) In the event **Mentor Listing Realty, Inc.** is taken to arbitration by any licensed real estate broker claiming a commission as the procuring broker for owner’s property (see sect 5c) above),



owner shall pay **Mentor Listing Realty, Inc.** the amount of any settlement plus all costs and attorneys' fees within five business days.

13. Cancellation

- a) Either party may cancel this agreement at any time, for any reason with a 48 hour written notice to the other party.
- b) In the event **Mentor Listing Realty, Inc.** cancels this agreement for any reason, other than owner not fulfilling the obligations of this agreement, **Mentor Listing Realty, Inc.** shall refund to owner the fee paid to list the property and any deposits submitted by owner.

14. Fee and Deposit Computation

Select	Description	Deposit	Fee
<input checked="" type="checkbox"/>	Listing Fee		\$399.00
<input type="checkbox"/>	For Sale Sign		\$75.00
<input type="checkbox"/>	Lock Box	\$150.00	\$100.00
<input type="checkbox"/>	Virtual Tour		\$170.00
<input type="checkbox"/>	Color Flyers (100)		\$65.00
<input type="checkbox"/>	Brochure Box		\$35.00
<input type="checkbox"/>	Extra Photos (\$10 for each photo over 6)		
<input type="checkbox"/>	Photos by Our Photographer		\$75.00
<input type="checkbox"/>	Custom Realtor.com Title & Description		\$99.00

Total: _____

15. Payments

Listings are not accepted until the total of all deposits and fees selected in paragraph 14 above have been received.

Please make all checks payable to **Mentor Listing Realty, Inc.** All payments and required forms should be mailed to:

Mentor Listing Realty, Inc.
 601 Franklin Square, Suite 401
 P.O. Box 507
 Michigan City, IN 46361-0507
 (219) 861-1049 Fax

Forms may be faxed if owner is paying all deposits and fees by credit card.



16. Credit Card Information

All listings must be secured with a valid credit card. Check one:

- Visa
- MasterCard
- Discover
- American Express

Amount: _____
(If paying initial fees and deposits by check, please enter "0".)

Card Number: _____

Exp Date: (mm/yy): _____

Signature: _____

Name: _____
(As it appears on the credit card)

Billing Address: _____
(From credit card statement)

Signature above acknowledges and approves that any fines or charges levied by multiple listing service or any other entity as a result of owner's failure to perform as required in this agreement will be charged to the credit card account listed above.

17. Binder Agreement Oath

WE THE UNDER SIGNED HAVE READ AND AGREE TO ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT. OWNER WARRANTS HE/SHE HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT AND BIND ALL PARTIES WHO MAY HAVE INTEREST IN THIS PROPERTY. OWNER WARRANTS THAT ANY PRIOR AGREEMENTS HAVE BEEN CANCELLED, TERMINATED OR EXPIRED AND NO OTHER AGREEMENT SHALL BE ENTERED INTO DURING THE ENTIRE TERM OF THIS AGREEMENT. OWNER AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, LOSSES, CAUSES OF ACTION, OR OTHER CLAIMS (INCLUDING ATTORNEY'S FEES AND COSTS) ARISING FROM THE LISTING OR SALE OF THIS PROPERTY.



All Owners Must Sign

_____	Owner	Date
_____	Owner	Date
_____	Mentor Listing Realty, Inc. by Listing Agent	Date
_____	Mentor Listing Realty, Inc. by Office Broker	Date