



Mentor Listing Realty, Inc. Agreement to Represent Owner

1. Agreement to Represent

This agreement is 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 the services to be performed by Broker, Owner employs Broker to assist in the sale of a certain piece of property now listed with broker and known as:

Property Address: _____

referred to in this agreement as Property, subject to the following terms and conditions.

2. Obligations of Broker

In addition to services Broker is providing Owner under the terms of the listing agreement for Property, Broker will also:

- a) Accept delivery of, and present to Owner offers and counteroffers to buy Property.
- b) Assist Owner in developing, communicating, negotiating, and presenting offers, counter offers, and notices that relate to the offers and counter offers until a purchase agreement is signed and all contingencies are satisfied or waived.
- c) Answer Owner's questions relating to the offers, counter offers, notices, and contingencies.
- d) Assist Owner with other matters as required, and as permitted under Indiana law for licensed real estate brokers, related to closing the sale of the Owner's Property.



3. Representation Fee

Immediately upon execution of this agreement, Owner will pay to Broker a fee of \$499.00. This representation agreement will not become effective until payment of this fee is made.

4. Agency Disclosures

- a) **Office Policy.** Owner acknowledges receipt of a copy of the written office policy relating to agency.
- b) **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer. Licensee (Broker) represents the interest of the Seller (Owner) as Seller's agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However, Licensee must deal honestly with a buyer and disclose to the buyer information about the property. All representations made by Licensee about the Property are made as the agent of the Seller.

Seller (Owner) is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the Property are not made as the agent of the Seller.

- c) **Limited Agency Authorization.** Licensee or the principal or managing broker may represent Buyer as a buyer agent. If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.

If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:

- a. Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- b. That a Buyer will pay more than the offered purchase price for the Property.
- c. That Seller will accept less than the listed price for the Property.
- d. Other terms that would create a contractual advantage for one party over another party.
- e. What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Seller (Owner) acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') roles of limited agent(s).



5. Term of Representation Agreement

This representation agreement will terminate upon expiration, cancellation or withdrawal of the listing agreement between Broker and Owner for Property, upon the sale of Property, or one year from the effective date of the representation agreement, whichever event occurs first.

All Owners Must Sign

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