

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
(Designated Agency)**

1 **BROKER (listing company):** _____

2 **ADDRESS OF COMPANY:** _____

3 **OWNER/SELLER ("Seller" or "Client"):** _____

4 **ADDRESS OF OWNER/SELLER:** _____

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell
7 the hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS/LEGAL:**

9 _____
10 (Address) _____ (City), Tennessee, _____ (Zip),
11 as recorded in _____ County Register of Deeds Office,
12 deed book(s), _____ pages(s), _____ and further described as:
13 _____

14 **2. THE LISTING PRICE:** \$ _____ (_____ Dollars.)

15 **3. TERM: LISTING DATE:** _____ **LISTING EXPIRATION DATE:** _____

16 If a contract to purchase or lease is signed before this Agreement expires, the term hereof shall continue until final
17 disposition of Purchase and Sales Agreement or lease agreement.

18 **Carry-Over Clause.** Should the Seller contract to sell or exchange, or contract to lease the Property within _____
19 days after the expiration of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's behalf) who has
20 been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the
21 compensation as set forth below. This carry-over clause shall not apply if the Property is listed with another licensed
22 real estate broker at the time of such contract.

23 **4. POSSESSION OF PROPERTY to be delivered:** _____

24 **5. TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):**
25 _____

26 **6. FIXTURES AND PERSONAL PROPERTY:**

27 All fixtures, landscaping, improvements, and appurtenances, are hereinafter collectively referred to as the "Property."
28 Property included (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate-
29 glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window
30 treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in
31 kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all
32 security system components and controls; garage door opener and all (at least ____) remote controls; swimming pool and
33 its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting;
34 mailbox(es); attached basketball goals and backboards; TV antennae and satellite dishes (excluding components); and
35 central vacuum systems and attachments.

36 Other items that remain with the Property at no additional cost to Buyer:
37 _____
38 _____

39 Items that will **NOT** remain with the property:
40 _____
41 _____



42 **Leased Items:** Leased items that remain with the property are (e.g. security systems, water softener systems, etc.):
43 _____
44 _____

45 If leases are not assumable, it will be Seller's responsibility to pay balance.

46 **7. COMPENSATION:**

47 A total of \$ _____, or _____% compensation based on the total sales price which
48 shall be paid by Seller to Broker in readily available funds on the date of Closing of Property as evidenced by delivery of
49 warranty deed and payment of purchase price. In any exchange of the Property, Seller consents to Broker receiving
50 compensation from both parties based upon the value of both properties.

51 In the event that the Property is leased under the terms of this Agreement, Seller agrees to pay a total of
52 \$ _____, or _____% compensation based upon the monthly rental amount
53 shall be paid by Seller to Broker in readily available funds within five business days of rent being due under the terms of
54 said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease agreement
55 with compensation being paid to Broker within five business days of rent being due under the terms of the lease. This
56 obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the
57 Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described
58 herein, Seller agrees to pay Broker any remaining compensation based upon future rental payments at the time of closing
59 and/or any compensation that may be due under the terms of this Listing Agreement.

60 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified
61 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed
62 to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The
63 compensation payable for the sale of Property is not set in any manner other than between the Broker and the Seller. The
64 Property is offered without regard to race, color, religion, sex, handicap, familial status or national origin. A request
65 from a Seller to observe discriminatory requirements in the sale or lease of the Property will not be granted since it is a
66 violation of the law.

67 In the event that a ready, willing, and able Buyer is produced and a contract results, the Seller is obligated to compensate
68 the Broker in the event that Seller unlawfully fails to close by Seller's breach of the Purchase and Sale Agreement. In
69 the event this occurs, Seller agrees to compensate Broker in an amount equal to the compensation which would have
70 been due and owing Broker had the transaction closed. Such compensation will be payable without demand. In the
71 event that the Seller terminates this Agreement before its natural expiration, the Seller agrees to pay all costs incurred to
72 market the Property as a cancellation fee should the Broker consent to release the listing prior to the expiration date.
73 Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which Broker incurs in
74 enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby agree that
75 all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event
76 of a dispute.

77 **8. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

78 Broker is hereby granted the authority to file this listing with any Multiple Listing Services (MLS) of which Broker is a
79 member. Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and
80 may divide compensation with other real estate licensees for cooperation in connection with the sale of the Property.
81 Broker shall offer a cooperative compensation to any agent who is a member participant of any MLS(s) in which
82 Property is listed in the amount of _____% of Selling Price or \$ _____ to a Selling
83 Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer) who is the procuring
84 cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member participant of
85 the MLS(s) in which the Property is listed. In the event that Broker elects to offer a cooperating compensation to an
86 agent who is not a member participant in the MLS(s) in which the Property is listed, it will be in the amount of
87 _____% of Selling Price or \$ _____ to a Selling Agent or Facilitator (an agent who is representing
88 the interests of and/or is working with the Buyer) who is the procuring cause of the transaction. In this event, Broker
89 shall notify Seller in writing that a cooperative compensation is being offered to that nonmember participant agent.
90 Seller will assist the Broker in any reasonable way in selling Property and will refer to Broker all inquiries regarding this
91 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide
92 final sales information to the MLS for the purpose of compiling comparable sales data reports.

93 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
94 disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer or Exemption form and the Multiple
95 Listing Profile Sheet as well as the Lead-Based Paint Disclosure form and the Additional Required Residential
96 Disclosures form (F85) (if either is required by law); to exhibit said Property to any prospective Buyer; and to have



interior/exterior photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems appropriate. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

Seller agrees that Broker is authorized to receive on behalf of Seller, all notices, offers, and other documents incidental to the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to Seller.

9. HOLD HARMLESS

Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption form and to sign said documents. Seller also agrees to complete the Lead-Based Paint Disclosure and the Additional Required Residential Disclosures form (F85) if required by law. Seller has not advised Broker and/or his affiliated Licensees (hereinafter "agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption form signed by the Seller. Seller is not aware of any other defect or environmental factor which would affect the value or structural integrity of the Property or the health of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing data wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption form; the Lead-Based Paint Disclosure (if required by law); and the Additional Required Residential Disclosures form (F85) (if required by law). Seller further agrees to hold agents and firm harmless and indemnify them from any claim, demand, action, liability or proceedings resulting from any omission or alleged omission by Seller on said forms and/or for any material fact that is known or should be known by Seller concerning the Property and that is not disclosed to agents and to provide for defense costs including reasonable attorney's fee for agents and firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

Seller authorizes Broker and/or his affiliated Licensees to conduct or to allow cooperating brokers to conduct key-entry showings or "Open Houses" of the Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result thereof.

10. EXPERT ASSISTANCE.

While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not expert in the matters of law, taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained by Client.

11. AGENCY

A. Definitions.

1. Broker:

In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees.

2. Designated Agent for the Seller:

The individual Licensee that has been assigned by his/her Managing Broker and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion of all other Licensees in his/her company. Even if someone else in the Licensee's company represents a possible Buyer for this Seller's Property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.

3. Facilitator/Transaction Broker (not an agent for either party):

The Licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a



152 written agency agreement with either party in the transaction is considered Facilitator or Transaction Broker
153 until such time as an agency agreement is established.]

- 154 4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a
155 specific transaction and in which the interests of such parties are adverse. This agency status may only be
156 employed upon full disclosure to each party and with each party's informed consent.

157 5. **Adverse Facts.**

158 "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a
159 negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to
160 real property or present a significant health risk to occupants of the property.

161 6. **Confidentiality.**

162 By law, every licensee is obligated to protect some information as confidential. This includes any information
163 revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE
164 the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she
165 has an agency relationship with another party, any such information which the consumer THEN reveals must be
166 passed on by the licensee to that other party.

167 **B. Rights owed to all Parties to a Transaction.**

168 **Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties**
169 **to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):**

- 170 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
- 171 2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or
172 knowledge.
- 173 3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to
174 disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both
175 parties in the transaction. This duty of confidentiality extends to any information which the party would
176 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
177 or information required by law to be disclosed. This duty survives both the subsequent establishment of an
178 agency relationship and the closing of the transaction.
- 179 4. To provide services to each party to the transaction with honesty and good faith.
- 180 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
181 might affect such transaction only when such information is available through public records and when such
182 information is requested by a party.
- 183 6. To timely account for earnest money deposits and all other property received from any party to a transaction
184 and
- 185 7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf
186 of any other individual, organization or business entity in which Licensee has a personal interest without prior
187 disclosure of such personal interest and the timely written consent of all parties to the transaction, and
- 188 B) To refrain from recommending to any party to the transaction the use of services of another individual,
189 organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a
190 referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate
191 services, without timely disclosure to the party who receives the referral, the Licensee's interest in such referral
192 or the fact that a referral fee may be received.

193 **C. Duties owed to Client.**

194 **In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an**
195 **Agent or Designated Agent in a transaction.**

- 196 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
197 between the Licensee and Licensee's client; and
- 198 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in
199 negotiation of a transaction and in other activities, except where such loyalty/duty would violate Licensee's
200 duties to a customer in the transaction;
- 201 3. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist
202 the client by:



- 203 A) Scheduling all Property showings on behalf of the client.
204 B) Receiving all offers and counter offers and forwarding them promptly to the client.
205 C) Answering any questions that the client may have in negotiation of a successful purchase agreement
206 within the scope of the Licensee's expertise; and
207 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the
208 purchase agreement for a successful closing of the transaction.

209 Upon waiver of any of the above duties, a consumer must be advised in writing by such consumer's agent that the
210 consumer may not expect or seek assistance from any other licensees in the transaction for the performance of the
211 above.

212 **D. Seller's Authorizations**

- 213 **1. Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee
214 as Designated Agent for the Seller, to the exclusion of any other Licensee's associated with Broker. A
215 Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a
216 Designated Agent for the Buyer (other than the Licensee below) is also associated with Broker. The Managing
217 Broker hereby appoints _____
218 to be the Designated Agent to the Seller in this transaction.
- 219 **2. Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary,
220 to appoint a Licensee, other than the Licensee named above, as Designated Agent for the Seller, to the exclusion
221 of any other Licensees associated with Broker. This shall be accomplished through an amendment to this
222 Agreement, if necessary.
- 223 **3. Default to Facilitator in the event both parties are represented by the same Designated Agent.** The
224 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same*
225 *Designated Agent for all parties*, immediately notifying (verbally) the Buyer and the Seller of the need to
226 default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any
227 default to Facilitator status, the Designated Agent must assume a neutral position and will not be an advocate
228 for either the Seller or the Buyer.

229 **12. EARNEST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money to be applied to the
230 purchase price for the Property. Such deposit is to be held by Broker in an escrow account or forwarded to party
231 authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement
232 until disbursed in accordance with the terms of said agreement.

233 **13. TITLE.** Seller warrants he is vested with good marketable title to the Property with full authority to execute this
234 Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

235 **14. HOME PROTECTION PLAN.**

236 Seller agrees to provide a limited Home Protection Plan at a cost of \$ _____ to be funded at closing.
237 Plan company: _____

238 **OR**

239 Home Protection waived.

240 **15. OTHER PROVISIONS.**

- 241 **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.**
242 This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal
243 representatives and permitted assigns. This Agreement may only be assigned with the written consent of both
244 parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of
245 this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation,
246 promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall
247 fulfill all the terms and conditions of this Agreement.
- 248 **B. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property
249 and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 250 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
251 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
252 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to



308 **NOTE: Any provisions of this Agreement which are preceded by a “□” must be marked if a part of this Agreement.**

309 The party(ies) below have signed and acknowledge receipt of a copy.

310	_____	_____
311	BY: Broker or Licensee Authorized by Broker	BROKER/FIRM
312	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____
313	Date	Address
314	_____	Phone: _____ Fax: _____
315	Print/Type Name	

316 The party(ies) below have signed and acknowledge receipt of a copy.

317	_____	_____
318	SELLER/OWNER	SELLER/OWNER
319	_____	_____
320	Print/Type Name	Print/Type Name
321	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
322	Date	Date
323	_____	_____
324	Address	Address
325	Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
326	_____ (W) Email: _____	_____ (W) Email: _____

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