



## Exclusive Lot-Land Listing Agreement

This Agreement made and entered into on \_\_\_\_\_ and between \_\_\_\_\_ (Owner) and Mr. Lister USA Realty, Inc.® (Broker) for the property (address) \_\_\_\_\_ located in \_\_\_\_\_ County, Maryland ("the Property"). Broker will list the Property in the MLS (Multiple Listing Service), mrlisterrealty.com and other websites.

This Agreement shall be effective as of \_\_\_\_\_ (Today's date) and shall continue to midnight on \_\_\_\_\_ (one year from today) unless sooner terminated as herein provided or the Property is sold, whichever shall occur first. Owner retains the right to cancel this Listing Agreement at anytime upon written notice by Email to Broker at [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com). Broker retains the right to cancel this Agreement at anytime for a material breach of any provision of this Agreement by Owner.

**Within 24 hours of accepting a Contract of Sale, Owner shall provide Broker an executed Contract via email at [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com) or by faxing to 443-267-0189. If any of the following information regarding an accepted contract shall change at any time while the Property is under contract, it will be the Owner's responsibility to update such information by emailing Mr. Lister at [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com). This information includes: Contract date; Settlement date; Selling price; Type of financing (i.e. FHA, Conventional, VA, Cash, or other); any contribution from Seller towards Buyer's closing costs; amount to be financed by buyer; title company name and phone number; Broker/Sales Agent ID number. Non-compliance may result in a fine of up to \$300.**

### Undertaking of Broker

The list price of the property shall be:

\_\_\_\_\_ Dollars (Example: Two hundred five hundred thousand dollars)

\_\_\_\_\_ Dollars (Example: \$200,500)  
(List Price of the Property in words)

Broker shall not be liable to the Owner for any losses incurred in the sale of the Property.

Owner authorizes and consents to Broker, real estate licenses affiliated with Broker and real estate licenses acting as the sub-agent of Broker to provide ministerial acts on behalf of Owner to third persons as permitted by the Maryland Real Estate Brokers Act.

Owner is advised that prospective buyers or Cooperating Brokers may inquire of Broker or Broker's agents as to whether existing written offers have been received for the purchase of the Property. The disclosure of the existence of written offers could be either beneficial or detrimental to Owner. On the one hand, such disclosure could result in the interested buyer making the highest and best offer as promptly as possible. On the other hand, such disclosure could result in the interested buyer electing not to make an offer.

Initials \_\_\_\_\_ Initials \_\_\_\_\_



Page #2 Mr. Lister Realty, Inc.® Exclusive Lot-Land Listing Agreement

This Agreement constitutes an Exclusive Agency Agreement by and between Owner and Broker. As agent of the Owner, Broker shall protect confidential information provided by Owner except as otherwise provided by law.

Broker, upon request of Owner, shall consult with the Owner to discuss terms and conditions of any contract offer(s), assist Owner in counteroffers, and discuss terms and conditions contained in any written offer received by Owner from Cooperating Brokers. Broker, shall not show the Property, advertise the Property (except as herein provided) or hold any deposit monies. Broker shall provide additional services to Owner, upon request by Owner, in accordance with Addendum #2 as attached hereto and incorporated by reference herein.

Broker, hereby acknowledges the receipt from Owner of the non-refundable sum paid for their listing package represents payment in full for services rendered by Broker in connection with this Agreement except for Owner's obligation to pay additional compensation to Cooperating Broker as provided in this Agreement.

**Understanding of Owner** Except as otherwise provided in this Agreement; all written offers through a real estate broker or agent participating in the MLS ("the Cooperating Broker"), whether acting as a buyer's/tenant's agent or agent of the Owner, shall be presented to the Owner by the Cooperating Broker who procures the buyer. The cooperating broker will hold all deposit monies if an offer is accepted by Owner.

**A percentage or dollar amount, paid to the Cooperating Broker, is REQUIRED to list the Property through MRIS.** Owner authorizes Broker to cooperate with brokers and agents and authorizes Broker to offer compensation to other brokers and agents in the amount of:

\_\_\_\_\_ (*Dollar amount or percentage in words*)

\_\_\_\_\_ (*Dollar amount or percentage in numerals*)

\_\_\_\_\_ (*Bonus price in words*)

\$ \_\_\_\_\_ (*Bonus price in numerals*)

to a Cooperating Broker, (*the Broker that brings you a Buyer*) *whether* acting as the agent for the Owner or as the agent for the buyer, in accordance with the terms of this Agreement.

**This entire amount of the compensation offered through the MLS by the Broker to Cooperating Broker shall be the sole obligation of the Owner and shall be paid in full to Cooperating Broker by Owner on behalf of Broker at the time of settlement and shall not be deducted from or reduced by any fees previously paid to Broker. If for any reason compensation is not paid or a dispute occurs between Owner and Buyer or Cooperating Broker at settlement or post-settlement, the compensation due will be the sole responsibility of the Owner. Listing Broker shall not be held liable for the payment of compensation to Cooperating Broker and Owner agrees to indemnify and hold Listing Broker harmless for any such payment to Cooperating Broker.**

**Initials** \_\_\_\_\_ **Initials** \_\_\_\_\_

Owner retains the right to sell the Property without a real estate agent through Owner's own advertising and efforts. In accordance with federal and Maryland law the **Maryland Real Estate Commission requires the following to be included in all advertisements placed by Owner: Broker's name (Mr. Lister Realty, Inc.®) and telephone number of Broker, 410-486-5478. Owner further understands when listing with a Broker, Owner is no longer a "For-Sale-By-Owner." If Owner fails to comply, any fine imposed by the Real Estate Commission will be passed on to the Owner.**

Owner acknowledges that Listing Broker and Listing Broker's agent may not have viewed the Property and, therefore, Listing Broker shall not be liable for any incorrect information or data as provided by Owner and entered into the MLS by Listing Broker based upon information as provided by Owners. Listing Broker shall not be held liable for any errors in such information.

Owner shall complete the Listing Report, Addendums #2 and #3, and Whom the Agent Represents, and send a copy to Mr. Lister Realty.

**Initials** \_\_\_\_\_ **Initials** \_\_\_\_\_



Owner shall indemnify and hold Listing Broker and Listing Broker's agents, officers, directors and stockholders, harmless from any and all liability and costs, including reasonable attorney's fees, in connection with the marketing and sale of the Property under the terms and conditions of this Agreement including, but not limited to, any misrepresentation made by Owners as to the condition of the Property.

**Owner shall offer Property for sale without regard to race, color, sex, religion, national origin, physical or mental handicap, familial status, marital status or other protected classes under applicable Federal, Maryland and local fair housing laws.**

Customer Services and Real Estate Packages once entered into are non-refundable. Customer can withdraw their listing at any time by emailing [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com) for a charge.

**OWNER IS REQUIRED AND AGREES TO THE FOLLOWING:** Broker has relied exclusively upon Owner with respect to description of Property as more particularly set forth in Addendum #1 to this Agreement, which is incorporated by reference herein as through fully set forth herein. Owner agrees to indemnify and hold Listing Broker harmless pursuant to the terms and conditions of this Agreement for any false or incomplete information as provided by Owner on Addendum #1 as attached hereto and as completed by Owner.

**The MLS / Real Estate Commission, impose fines for inaccurate data or Non-Compliance of Rules and Regulations. Owner hereby agrees as follows:**

1. To notify "all" prospective Buyers and cooperating agents to present Contracts of Sale directly to Owner.
2. That within 24 hours of accepting a Contract of Sale, Owner shall email Contract to Mr. Lister Realty at [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com) or fax to 443-267-0189. If any of the following information regarding an accepted contract shall change at any time while the Property is under contract, it will be the Owner's responsibility to update such information by emailing Mr. Lister at [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com). The information includes: Property Address, Contract Date, Settlement Date, Selling Price, Type of Financing, Amount of Financing, Seller Contribution (if any), and Selling Agent's Name and Company.
3. A copy of the ALTA/ HUD-1 or Settlement Sheet must be emailed to [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com) or faxed to the broker at 443-267-0189 within 24 hours of settlement.
4. Within 5 days of settlement, if there is a Mr. Lister For-Sale sign on the property, Owner shall email Mr. Lister Realty at [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com) to request sign removal.
5. Any changes requested from Owner and made by Broker to the MLS will incur a processing fee. Changes include price, commission, remarks, removal of listing, reactivation, pictures, etc. Owner agrees to submit changes via Broker's email at [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com). For legality concerns changes may not be taken by phone or faxed.
6. Owner agrees that all inquiries regarding the Property will be returned in a timely manner. Owner's contact phone numbers must be in working order at all times. Should phone numbers not be in working order or calls are not returned in a timely manner, Broker reserves the right to remove the listing to stay in compliance with MLS Rules and Regulations.
7. **If for any reason compensation is not paid or a dispute occurs, between Owner and Buyer or Cooperating Broker at settlement or post-settlement, the compensation due will be the sole responsibility of the Owner, not Mr. Lister Realty. Owner will be charged by Mr. Lister Realty for any attorney fees and/or compensation due to Cooperating Broker. Owner is responsible for verifying that their Buyer is or is not represented by a Cooperating Broker. If Mr. Lister is fined by the Real Estate Commission for any dispute (including non-payment of commission, property commission, misrepresentation, discrimination, etc.) of Owner's property, all fines, fees, and attorney costs will be the Owner's responsibility.**
8. When listing a property for sale, all parties on the deed must sign all required documents. These are legal documents and you could be held liable for fraud if you provide incorrect information. Mr. Lister Realty will be held harmless for any property listed fraudulently.
9. Broker agrees to post photographs on the MLS submitted by Owner and emailed to [info@mrlisterrealty.com](mailto:info@mrlisterrealty.com). In subject line of the email, please provide the Property Address and ensure that the photographs are in JPG format. Broker does not have the ability to control the time sequence photographs are uploaded to public websites. Photographs and listing information remain in MLS when a Property is placed under contract but are removed from public websites.
10. Broker may control data entered into the MLS, however Broker does not have control over MLS data being uploaded into public websites, nor can Broker make any changes to public websites. Changes can be made only to MLS and are typically uploaded into public sites within 24-48 hours by each individual website company. Please accept the public website service as courtesy advertising.

Initials \_\_\_\_\_ Initials \_\_\_\_\_



11. Owner agrees that Broker’s wood post and sign are the property of the Broker and will be removed from property after customer notification. Owner may request wood post and sign to be removed earlier by emailing info@mrlisterrealty.com. If Seller fails to notify Mr. Lister Realty to remove sign and we are unable to retrieve sign, Owner will be charged \$150 replacement fee.

12. Owner agrees to contact Broker should Owner have any questions with regards to the sale of Property. Owner further authorizes Broker to charge credit card in the event of any non-compliance related issue or if for any reason compensation is not paid or a dispute occurs between Owner and Buyer or Cooperating Broker at settlement or post-settlement.

13. Broker reserves the right to use testimonials submitted by Owner for advertising purposes.

Owner acknowledges that the Listing Report, Addendum #2, Addendum #3, and Whom the Agent Represents are attached hereto and by reference are hereby incorporated in and made an express part of this Agreement.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Broker \_\_\_\_\_ Date \_\_\_\_\_



Mr. Lister USA Realty, Inc.® \*7 Greenlea Drive Baltimore MD 21208 \* 410-486-5478 \*

Fax 443-267-0189 Copyright Mr. Lister Realty, Inc. 1998 All rights reserved. [www.mrlisterrealty.com](http://www.mrlisterrealty.com)

