



EXCLUSIVE RIGHT TO SELL CONTRACT "LISTING AGREEMENT"

This agreement ("Agreement") between the undersigned Owner ("Owner") and the undersigned Broker ("Broker") allows the Owner to engage a qualified, licensed professional to obtain listing and marketing services, contract negotiation and advocacy, throughout the entire real estate listing and sale process for the real property described below ("Property"). The Broker hereby accepts the employment as the sole and exclusive agent of the Owner to sell the property, subject to the terms and conditions set forth herein.

WARNING: State law prohibits Broker from representing Owner as a client without first entering into a written agreement with Owner. See S.C. Code §40-57-350 (2024).

TERMS AND CONDITIONS

- LENGTH OF AGREEMENT.** This Agreement shall begin on _____ 20____, and automatically end on _____, 20____ (at 11:59 P.M. EST.), or upon the closing or termination of any then-contracted transaction involving the property, whichever is later. ("Authorization Period")
- PROPERTY.** The property and any and all fixtures, equipment and improvements thereon, subject to this *Exclusive Right to Sell* is as follows:
Property Address: _____
Legal Description: (ie: lot, block, subdivision) _____
TMS: _____ City: _____ County: _____ South Carolina.
- SALE PRICE.** The property is listed to sell for the gross sale price of \$ _____ or other price or terms (including exchange) to which Owner may subsequently agree during the Authorization Period. The term "sale" shall include any exchange, swap or trade of the Property.

BROKER COMPENSATION

LEGAL NOTICE: The amount or rate of real estate commission is not set by law. Commission is set by each broker individually and may be negotiated between the Owner and Buyer.

- LISTING BROKER COMPENSATION.** Broker will earn compensation ("Listing Broker Compensation") in the following events: During the Authorization Period a sale of the Property has been completed regardless of who found the Buyer ("Buyer"); if anyone sells or trades the property; anyone produces a Buyer who is ready, willing and able to buy or trade for the property at the terms set forth herein; Owner fails or refuses to complete the sale or Owner agrees with Buyer to cancel an executed contract without consent of Broker; or Owner defaults under any contract to sell or exchange the property.

Listing Broker Compensation shall be (check only one):

- Exactly \$ _____; or
 _____% of the gross purchase price of the Property, as reflected on the final settlement statement; or
 Other: _____

For _____ days after the expiration of the Authorization Period, Owner sells or obtains a contract to sell the

property or any interest in the property to any prospects with whom the Owner, Broker or any real estate licensee communicated regarding the property during the Authorization Period, commission shall be due to Broker. However, no commission will be due Broker if the property is relisted after Authorization Period and sold through another South Carolina Licensed Broker.

A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein, is non-contingent and is on a form adopted or recommended by a local Board of REALTORS® or substantially similar thereto. The Listing Broker Compensation will be due to the Broker no later than the closing date in the contract or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof. Closing is not a prerequisite for Listing Broker's Compensation being earned. Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker to enforce this provision.

5. **UNREPRESENTED BUYER.** If Buyer is not represented by a broker ("Buyer's Broker"), then Broker assumes additional liability and paperwork responsibilities. In this scenario, Broker will not represent Buyer, but will facilitate the completion of necessary forms and ensure fair treatment of all parties. In this situation, the Listing Broker Compensation shall be exactly \$ _____; or _____% of the gross purchase price of the Property, as reflected on the final settlement statement or other: _____.

LEGAL NOTICE: Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the CMLS, or by any persons not a party to this listing agreement. CMLS does not fix, control, suggest, recommend or maintain compensation paid to Buyer brokers, if any.

6. **COMPENSATION TO OTHER BROKERS.** Owner agrees that the Compensation in Paragraph 4 and 5 above represents the compensation paid solely to Listing Broker. The compensation does not include Buyer's Broker Compensation. Any Owner paid compensation for Buyer Broker Compensation must be handled in the contract, as concessions or by other written document and would be in addition to the Listing Broker Compensation.

Owner does does not allow Broker to advertise Owner's willingness to negotiate for Buyer's Broker Commission.

LEGAL NOTICE: There is no law or rule requiring Owner to offer compensation to a Buyer's broker. If Owner elects to offer compensation to Buyer's broker, commission is fully negotiable between the Buyer and the Owner.

Owner Concessions. Buyer may request a concession from Owner ("Owner Concession") as a credit, to be given to Buyer at closing. This Owner Concession may be used to reduce Buyer's loan costs, title and escrow fees, Buyer's Broker Commission, Property repair costs, and/or any other allowable Buyer costs and fees. The final amount of the Owner Concession must be determined in writing, whether in the purchase contract or in other applicable documentation.

Owner does does not allow Broker to advertise the Owner's willingness to negotiate for Owner concessions.

LEGAL NOTICE: Owner Concessions are not required or fixed by law. The amount of Concessions is fully negotiable.

AGENCY RELATIONSHIPS

7. **DISCLOSURE OF AGENCY RELATIONSHIPS.** (Owner must initial all applicable choices.)

_____ Owner acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and a *South Carolina Disclosure of Real Estate Brokerage Relationships* form at the first practical opportunity at which substantive contact occurred between the Broker and Owner.

DUAL AND DESIGNATED AGENCY. Owner acknowledges that after entering this written agency contract, Broker may request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

_____ Permission to act as a **dual agent** will not be considered; or

_____ Permission to act as a **dual agent** may be considered at the time Owner is provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Dual Agency Agreement**;

_____ Permission to act as a **designated agent** will not be considered; or

_____ Permission to act as a **designated agent** may be considered at a time Owner is provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Designated Agency Agreement**.

BROKER SERVICES AND CLIENT DUTIES

8. **BROKER SERVICES.** Broker agrees to perform, advise, and exercise reasonable care, skill, and due diligence to achieve the purpose of this Agreement. Broker efforts shall include: provide comparative market analysis to recommend and assist Owner in determining an appropriate sale price and any changes to the sale price; create and execute a marketing plan to promote, advertise, and market the Property to prospective Buyers; organize and conduct showings and open houses based on instructions provided by Owner; represent Owner in negotiations with potential buyers to obtain offers to purchase the Property on terms acceptable to Owner; handle all necessary paperwork, coordinate inspections and communications to ensure compliance with legal and contractual requirements; and provide regular updates to Owner regarding marketing efforts, interest or feedback from prospective Buyers, market condition changes, and the sale process.

9. **OWNER'S DUTIES.** Owner understands and commits to perform as follows:

- (a) Owner possesses, and shall continue to possess, full legal authority to sell the Property, and to execute documents concerning the Property sale;
- (b) provide all documentation reasonably requested by Broker to confirm Owner's ability to perform under this Agreement;
- (c) provide timely disclosure of Property conditions, including immediate disclosure to Broker of any known hidden defects concerning the Property and its surroundings;
- (d) cooperate with Broker in the sale process, and act in good faith to accomplish the sale of the Property;
- (e) maintain the Property's condition;
- (f) inform Broker of any past due mortgage loan payments, tax payments, insurance payments, homeowner association payments, and utility payments;
- (g) inform Broker prior to leasing, mortgaging, or encumbering the Property;
- (h) in a way that demonstrates that Broker is not responsible for custody or condition of the Property or for its Management thereof;
- (i) Owner, in Owner's discretion, shall consult with Owner's advisors for specific legal, financial, tax and professional advice.
- (j) Owner agrees to immediately inform Broker of any inquires or negotiations concerning the sale of the property even if Owner believes that Broker knows of such inquiry.

PARTICIPATION IN MULTIPLE LISTING SERVICE

LEGAL NOTICE: UNDER NO CIRCUMSTANCES WILL BROKER MAKE OFFERS OF COMPENSATION ON ANY MLS.

10. The property will be will not be entered in the Consolidated Multiple Listing Service ("CMLS") and the listing will conform to all applicable CMLS rules.

11. **LOCKBOX.** The Owner **does** **does not agree** for a CMLS lockbox containing keys to be installed on the property to facilitate the inspection of the property by Broker, cooperating agents and appraiser members. Owner understands placing the lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox. Owner understands and specifically assumes the risk. Owner acknowledges that Broker is not an insurer against loss of personal property and releases Broker and CMLS from any responsibility.

WARNING: Listings with lockboxes in the CMLS primary service area (Richland, Lexington, Kershaw, Saluda, Fairfield, Newberry, and Calhoun Counties) must have a CMLS approved lockbox. Another type of lockbox, to include any keyless entry system to the residence, (non-CMLS approved), may be placed on the listing but must be accompanied by a lockbox approved by CMLS (including HUD homes, Corporate Owned homes, Foreclosures, etc.).

MARKETING AND ADVERTISING

12. **SIGNS.** Owner authorizes Broker to display a "For Sale" sign on the property and remove all other signs. All signage placed on the listed property must comply with CMLS Rules and Regulations. "For Sale by Owner" signs are prohibited.

13. **ACKNOWLEDGEMENT OF RISK.** Owner acknowledges that there are risks associated with allowing access to and disseminating information about the property that are not within the reasonable control of the Broker including unauthorized use of the lock box, control of visitors on the property and inappropriate use of information about the property. Owner understands and agrees that by placing the listing in the CMLS, all CMLS members and real estate related third parties will have access to Owner's information (including images of the property and contents) and those parties have the right to use all available technology to create, download, store, supplement, and manipulate such listing information. Owner agrees to indemnify and hold Broker and CMLS harmless from any claim, loss or damage arising therefrom.

Broker may place Listing on Internet and social media. Yes No

14. **VIDEO/PHOTOGRAPHS.** The Owner consents to Broker taking photographs and/or video ("Visual Media") of the Property and consents to the unlimited and perpetual use of such Visual Media by Broker, Broker's designees, and/or CMLS including the distribution of such photos on the internet or social media. "Use" shall include, without limitation, the reproduction, modification, adaptation, publishing, creation of derivative works from, distribution, and display of the Visual Media throughout the world in any format.

15. **MARKETING PROPERTY AFTER ACCEPTED OFFER.** The Broker will not continue to market the property after an offer has been accepted, unless requested in writing by the Owner to do so.

16. **SURVEILLANCE.** Owner agrees to abide by any laws and regulations regulating audio and video surveillance of the Property and persons entering the Property including agreeing not to use any surveillance in areas where persons have an expectation of privacy such as restrooms.

Owner agrees that Broker **may or** **may not disclose potential surveillance as Broker deems necessary.**

DISCLOSURES AND LEGAL MATTERS

17. **DISCLOSURE OF PROPERTY INFORMATION:** Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et. seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision

of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or sub agents, including indemnification for attorney's fees and court costs, from any claim arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended

18. DISCLOSURE FORM/ LEAD BASED PAINT DISCLOSURE FORM. Owner authorizes Broker to disclose information about the property to Broker's agents, sub agents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent. If the property contains any residential structure constructed before 1978, a completed Lead Based Paint Disclosure Form in accordance with 42 U.S.C § 4852d must accompany this agreement.

19. MEDIATION. If a dispute arises under this Contract, all parties to this transaction agree to mediation which shall be a condition precedent to the right of either party to initiate a civil action. Mediation shall take place subject to the rules and procedures established by the South Carolina Bar Association, and with a Court Certified Mediator.

20. FAIR HOUSING. This property will be listed in full compliance with local, state and federal fair housing laws, against discrimination based on race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of any prospective buyer.

21. LEGAL AND PROFESSIONAL ADVICE. Broker suggests Owner seek legal, tax and other professional advice relative to any real estate transaction. Broker makes no representation or warranty regarding the advisability of any transaction. Broker is not an expert in matters relating to law, tax, financing, disclosure, surveying, structural or mechanical condition, hazardous material, engineering, or other specialized topics. Broker shall have no liability to Owner pertaining to such matters.

22. SPECIAL STIPULATIONS. The following stipulations shall, if conflicting with printed matter, control:

23. AMENDMENT. This Agreement may be amended only by a written agreement signed by both parties.

RECEIPT OF A COPY OF THIS AGREEMENT AND SC DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS IS HEREBY ACKNOWLEDGED. OWNER SHALL SEEK LEGAL ADVICE BEFORE SIGNING IF THE CONTENTS ARE NOT UNDERSTOOD.

Owner: _____ Date _____ Time _____
Email: _____ Phone: _____ Fax: _____

Owner: _____ Date _____ Time _____
Email: _____ Phone: _____ Fax: _____

Owner's Mailing Address _____

Brokerage: _____ Phone: _____

Broker Signature: _____

By: _____ Date _____ Time _____