



WEST MICHIGAN REGIONAL LISTING AGREEMENT

Any reference to "days" in this Agreement refers to calendar days and any reference to "time" refers to local time.



1. CONSIDERATION AND TERMS OF CONTRACT. Seller understands that consummation of the sale or transfer of the property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

In consideration of Broker's agreement to list the real property described below in the Multiple Listing Service (hereinafter "MLS") and to pay the fee therefore and to cause the listing information to be distributed to the participating members in the MLS and in further consideration of Broker's agreement to use Broker's best efforts to find a Buyer, Seller grants _____, the Broker, from _____ (date) to 11:59 p.m. on _____ (date) the exclusive irrevocable right and privilege to sell the property located in the City Township Village of _____, County of _____ Michigan, commonly known as:

_____ Street Address _____ City _____ State _____ Zip Code

with the following legal or tax description: _____

Approximate lot size and/or acreage: _____ PP# _____

FOR CONDO SALE: Unit No. _____ in the _____ Condominium

according to the master deed recorded in Liber _____, Page _____, or Document No. _____ together with such rights in the general common elements and limited common elements as may be provided in said master deed and subject to all of the obligations under said Deed and Bylaws.

Broker shall submit this listing to the MLS within the time period required by the MLS unless Seller and Broker have agreed to delay the submission of this listing to the MLS, in which case the Property shall not be marketed in any other forum and showings shall not be permitted prior to the date on which the listing is submitted to the MLS. In order for Broker to delay the submission of this listing to the MLS, Seller and Broker must complete and sign the Addendum entitled "Delay of Submission of Listing."

2. AGENCY REPRESENTATION. Seller acknowledges reading and signing the *Disclosure Regarding Real Estate Agency Relationships*. Seller understands that any licensee who shows the Property may not be acting as Seller's agent; therefore, Seller understands that Seller should not disclose confidential information to any licensee that Seller would not disclose to a Buyer.

3. DESIGNATED AGENCY. Broker is OR is not a Designated Agency office. If Broker is a Designated Agency Office, Seller appoints _____ as the Seller's designated agent. For the purpose of this Agreement, Seller shall have an agency relationship with the listing brokerage, the designated agent(s) named above, and the following supervisory Broker(s): _____ Seller acknowledges and agrees that Broker may add, change or substitute the designated agent(s) or supervisory broker(s). Any such change shall be in writing.

4. POSSIBILITY OF DUAL AGENCY. If Broker acts as a dual agent, Seller consents to this dual agency and agrees that under such circumstances, the following provisions shall govern Broker's actions:

- a. Broker will not knowingly say anything or do anything which might place one party at a disadvantage, such as disclose personal confidences;
- b. Broker shall assume a role as an intermediary, facilitator, and/or mediator to assist Buyer and Seller; and
- c. Broker shall not disclose to Buyer that Seller might accept a price other than the listing price; nor shall Broker disclose to Seller that Buyer might be willing to pay a higher price.

5. LAND DIVISION ACT. If the Property is not platted and Seller intends to divide the Property for the purpose of sale, Seller is advised that Seller must comply with all terms and conditions of the Michigan Land Division Act (hereafter "Act"). Broker makes no representations regarding any of Seller's rights or obligations under the Act. Seller is advised to contact an attorney regarding Seller's rights and obligations under the Act.

6. FIXTURES & IMPROVEMENTS. The following is not intended to be an all-inclusive list of items included with the Property.

All improvements and appurtenances are included in the purchase price, if now in or on the Property, unless rented, including the following: all buildings; landscaping, attached smart home devices and attached security systems (owned; rented; N/A) lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener (owned; rented; N/A); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks (owned; rented; N/A); TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment (owned; rented; N/A); all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible in-ground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; and also includes: _____

but does not include: _____

Seller's Initials

7. **HEATING & COOKING FUELS.** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Seller is responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% of the tank(s) at time of possession, except that the tank(s) may be empty only if empty at time of acceptance of an offer. Further, the Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions: _____

8. **SALE PRICE.** Seller agrees to sell the Property for the sum of \$_____ U.S. Dollars or, with Seller's consent, for a lesser sum or other terms, WHICH PRICE INCLUDES SELLER'S OBLIGATION TO PAY OUTSTANDING BALANCES ON ALL LIENS, ENCUMBRANCES, TAXES, ASSESSMENTS, EQUIPMENT AND IMPROVEMENTS. The term "sale" shall be deemed to include any exchange or trade to which Seller consents.

9. **TERMS.** Seller agrees to the terms of purchase as indicated by "X" below, or with Seller's consent for other terms (check all that apply):

- CASH
- NEW MORTGAGE: Conventional VA FHA MSHDA Other _____
- SELLER FINANCING: Land Contract Purchase Money Mortgage
 - Down Payment \$_____ ; Interest Rate _____ % per annum;
 - Monthly Payment \$_____ ; early payoff (if any) _____ years after close.
- EQUITY OUT: Formal Land Contract Assignment OR Formal Mortgage Assumption

10. **BROKERAGE FEE.** Seller agrees to pay Broker a fee of _____ % of the sale price or gross aggregate lease amount, or \$_____, whichever is greater, due and payable if:

- the Property is sold, leased, or traded by Broker or by Seller or anyone else during the listing period (including sales pursuant to options granted or contracts executed during the listing period);
- a prospective Buyer ready, willing, and able to purchase the Property on the terms specified or other terms acceptable to Seller is produced by Broker or any licensee or person during the listing period;
- or the Property is sold or leased within _____ months after expiration of the listing period (including sales or leases pursuant to options granted or contracts executed within that period following expiration) to a buyer or tenant who had been shown the Property during the listing period by Broker or Seller, or any other individual licensed for real estate sales activities under the Michigan Occupational Code (hereafter "licensee") or person, except that this provision shall not apply if the Property is sold or leased pursuant to a valid listing agreement entered into with another broker subsequent to the expiration of the listing period of this Agreement.

In the event Seller grants an option to purchase the Property during the listing period and that option is not exercised, the listing period shall be automatically extended after the expiration of the option for a period of time equal to the unexpired portion of the listing period existing at the time the option was granted. The brokerage fee shall be paid promptly after it is earned and in no event later than the closing of the sale of the Property. In the event of litigation involving the brokerage fee relating to this Agreement and if the Broker is the prevailing party, the Seller shall reimburse the Broker for reasonable attorneys' fees and expenses incurred in connection with any such litigation. Additional Provisions: _____

11. **PARTICIPATION IN MLS.** Seller agrees that the brokerage fee may be shared by Broker with any cooperating broker who participates in the sale per the following compensation schedule:

Subagent (of the Seller) _____ % of the sale price; Buyer's Agent _____ % of the sale price; Transaction Coordinator _____ % of the sale price.

Participation in the MLS requires cooperation with at least one type of agency relationship as listed above.

Exceptions: _____

12. **INQUIRIES.** Seller will refer to Broker all inquiries about the Property received during the listing period.

13. **TITLE.** In the event of sale, Seller will convey, or agree in writing to convey by warranty deed, marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the purchase price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report. If the Property is not an existing residential structure (one to four family) on a residential parcel or a condominium unit, then a **standard** ALTA Owner's Policy of Title Insurance shall be provided.

- 14. **POSSESSION & OCCUPANCY.** Possession to be delivered to Buyer upon the completion of the closing of the sale. Seller shall request the privilege to occupy the Property:
 - until completion of the closing of the sale.
 - until and including the _____ day after the completion of the closing of the sale, unless otherwise agreed in an executed purchase agreement. Seller may be asked by a Buyer to pay a fee for Seller's occupancy past the completion of the closing of the sale.

Occupancy subject to rights of present tenants, if any.

- 15. **MARKETING.** Broker is authorized to market Property through any media, and to record and/or display interior and/or exterior images. Seller consents to the placement of video and/or still images of Property on the Internet and other forms of media. Seller acknowledges that Broker has limited control over third-party marketing of Property. Broker is also authorized to place a "For Sale" sign on Property and to remove all other "For Sale" signs, if any. Broker is authorized to have access to Property and all parts thereof for the purposes of showing same at reasonable hours.

Broker is is not authorized to use a(n) electronic key combination lockbox on the Property.

- 16. **AUTHORIZATION TO ORDER SERVICES.** If Seller requests Broker to procure any services on behalf of Seller, then Seller agrees that Broker will make those contacts solely for Seller's convenience, and Seller agrees to be responsible to select the service provider(s), retain and pay the provider(s), and review the results of the services and documents that result from those contacts. Broker shall not have any liability to Seller for making any referral for any service provider(s).

- 17. **SUBMISSION OF OFFERS.** Seller agrees that all offers and counter offers shall shall not continue to be submitted until closing. Seller further agrees that this shall not obligate Broker to continue to market the Property after an offer has been accepted by Seller.

- 18. **NON-DISCRIMINATION.** The parties acknowledge that discrimination on the part of a real estate broker, real estate licensee, seller or lessor because of religion, race, color, national origin, age, sex, marital status, height, weight, physical or mental disability, or familial status is prohibited by law.

Seller is advised that the receipt and consideration of information contained in a letter from the Buyer accompanying an offer to purchase may result in a violation of Federal or State Fair Housing Laws. Seller directs the Broker that a letter from the Buyer WILL or WILL NOT be presented with any offer to purchase.

- 19. **MODIFICATIONS.** This contract can be modified or amended only if Broker and Seller agree in writing.

- 20. **SELLER'S DISCLOSURE STATEMENT.** Pursuant to Michigan law, Seller will complete a Seller's Disclosure Statement for delivery to potential buyers of the Property. If the condition of the Property changes, Seller agrees to immediately update the Disclosure.

- 21. **SELLER'S REPRESENTATION OF AGE OF STRUCTURE.** Seller represents and warrants that the Property was built in 1978 or later; OR built prior to 1978.

- 22. **RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT.** The disclosure requirements listed below are imposed on Sellers of residential housing built prior to 1978:

Sellers must disclose the presence of any lead-based paint hazards actually known to the Seller. A *Lead-Based Paint Seller's Disclosure Form* for providing such information is available from your REALTOR®. This disclosure must be made prior to the Sellers' acceptance of the Buyer's offer. An offer may not be accepted until after the disclosure requirements are satisfied and the Buyers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.

- a. If the Sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the Property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:

- i. The Sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
- ii. The location of the lead-based paint and/or lead-based paint hazards; and
- iii. The condition of the painted surfaces.

- b. If a lead-based paint hazard is not known to the Seller, the disclosure must include a statement disclaiming such knowledge.
- c. The Sellers must provide a list of any records and reports available to the Sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the Buyers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)
- d. The disclosure must include the following government-mandated Lead Warning Statement:

Every Buyer of any interest in residential real Property on which a residential dwelling was built prior to 1978 is notified that such Property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real Property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Sellers must provide Buyers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*. Again, a copy of this pamphlet is available from your REALTOR®.

Sellers must permit a Buyer a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the Property tested for lead-based paint before the Buyers become obligated under the purchase agreement.

- 23. **DISCLOSURE OF INFORMATION.** Sellers acknowledge and agree that the price, terms, and other details with respect to the (closed) sale of this Property are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

Optional (check if applicable): As the Seller, I request that "Agent for Owner" appear in the owner's name field on the MLS.

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- 24. **INDEMNIFICATION.** Seller shall indemnify and defend Broker, Broker's licensees, subagents, and other cooperating Brokers and licensees, against and hold them harmless from any claim, suit, liability, damage or expense arising out of any showing of the Property and based, in whole or in part, on the condition of the Property and/or the improvements thereon, but excluding claims based on the intentional or negligent acts or omissions of the Broker, Broker's licensees, subagents, and other cooperating Brokers and licensees.
- 25. **CONSENT TO FEES.** Seller acknowledges that Broker may be offered placement fees, finders fees, or other consideration from service providers who become involved in the sale of the Property. Seller grants Broker permission to receive such fees and/or consideration. It is acknowledged that such fees or considerations may require compliance with RESPA (Real Estate Settlement Procedures Act).
- 26. **BROKER'S REMEDIES.** In the event Seller terminates this Agreement before the Expiration Date, Seller agrees to reimburse Broker for any expenses incurred in connection with Property, including, but not limited to, advertising costs, title commitment fees, attorney fees, surveys authorized by Seller, or any other expenses incurred by Broker regarding Property. Broker will provide a list of all such expenses to Seller within five (5) days after Seller provides written notification of termination. Seller shall pay Broker's expenses within ten (10) days after Seller's receipt of Broker's itemized list of expenses. The foregoing shall neither limit, nor constitute a waiver, of any right or remedy of Broker under this Agreement or applicable law and shall be in addition to any claims or damages to which Broker may be entitled, including, but not limited to, a claim for a brokerage fee under this Agreement.
- 27. **CITIZENSHIP.** Seller is a United States Citizen (please check one): Yes No. If Seller is not a U.S. Citizen, there may be tax implications and Seller is advised to seek professional advice.
- 28. **FAX/ELECTRONIC DISTRIBUTION AND ELECTRONIC SIGNATURES.** The parties agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. The parties further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. The parties agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
- 29. **WIRE FRAUD.** Seller is advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.
- 30. **AUDIO SURVEILLANCE.** Seller understands that use of an **audio** surveillance device during showings, open houses, or inspections of the Property may result in a violation of state and/or federal criminal wiretapping statutes. Broker recommends that Seller disable any **audio** recording devices during showings, open houses, and inspections.
- 31. **OTHER CONDITIONS:**

- 32. **ACKNOWLEDGMENT.** This contract, which binds Broker, Seller, and their respective successors, estate(s), and heirs, contains all of the terms and conditions of the agreement between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set forth in this contract. The undersigned Seller(s) represents and warrants that Seller(s) has full power and authority to enter into and perform this contract including the conveyance of title as specified above. Seller acknowledges receipt of a copy of this contract.

Listed by		Seller		L.S.
	Licensee		Type of Ownership: <input type="checkbox"/> Sole <input type="checkbox"/> Joint	
Agent for		Seller		L.S.
	Broker		Type of Ownership: <input type="checkbox"/> Sole <input type="checkbox"/> Joint	

_____ | _____
 Print name(s) as you want it to appear on documents.

Seller's address, if different from Property: _____

Seller's Primary Phone: _____ Seller's Secondary Phone: _____

Seller's E-mail Address: _____