



RE-16 EXCLUSIVE SELLER REPRESENTATION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



1 **DATE:** _____ **AGENT:** _____
2 Acting as Agent for the Broker

3 **1. SELLER**

4 _____
5 retains _____ Broker of _____ as
6 Exclusive SELLER'S Broker to sell, lease, or exchange the property described in Section 2 below, during the term of this agreement and on
7 any additional terms hereafter set forth.

SAMPLE

8 **2. PROPERTY ADDRESS AND LEGAL DESCRIPTION.** The property address and the complete legal description of the property are as
9 set forth below.

10 Address _____
11 County _____ City _____ Zip _____
12 Legal Description _____
13 _____

14 or Legal Description Attached as addendum # _____ . **(Addendum must accompany original listing)**

15 **3. TERM OF AGREEMENT.** The term of this Agreement shall commence on _____ and shall expire at 11:59
16 p.m. on _____ unless renewed or extended. If the SELLER accepts an offer to purchase or exchange,
17 the terms of this Agreement shall be extended through the closing of the transaction.

18 **4. PRICE.** SELLER agrees to sell the property for a total price of \$ _____

19 **5. FINANCING.** SELLER agrees to consider the following types of financing. *(Complete all applicable provisions).*

- FHA VA CONVENTIONAL JEFF RURAL DEVELOPMENT Exchange
- Cash Cash to existing loan(s) Assumption of existing loan(s)

20 SELLER will carry contract and accept a minimum down payment of \$ _____ and an acceptable
21 secured note for the balance to be paid as follows: _____
22 _____

23 Other acceptable terms _____

24 Brokers are required by Idaho Real Estate Law to present all written offers.

25 **6. BROKERAGE FEE.**

26 (A) If Broker or any person, including SELLER, procures a purchaser ready, willing and able to purchase, transfer or exchange the property
27 on the terms stated herein or on any other price and terms agreed to in writing, the SELLER agrees to pay a total brokerage fee of
28 _____ % of the contract or purchase price OR \$ _____ of which _____ % of the contract or purchase price OR
29 \$ _____ will be shared with the cooperating brokerage unless otherwise agreed to in writing. The fee shall be paid in cash at
30 closing unless otherwise designated by the Broker in writing.

31 (B) Further, the brokerage fee is payable if the property or any portion thereof or any interest therein is, directly or indirectly, sold,
32 exchanged or optioned or agreed to be sold, exchanged or optioned within _____ days following expiration of the term hereof to
33 any person who has examined, been introduced to or been shown the property during the term hereof.

34 (C) If SELLER, upon termination of this Agreement, enters into an Exclusive Right to Sell Agreement to market said property with another
35 Broker, then the time period specified above in Section 6B, shall not apply and will be of no further force or effect.

36 **7. ADDITIONAL FEES:**

37 **8. INCLUDED ITEMS.** SELLER agrees to leave with the premises all seller-owned attached floor coverings, attached television antennae,
38 satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window
39 coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
40 fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation
41 fixtures and equipment, all water systems, wells, springs, water rights, ditches and ditch rights, if any, that are appurtenant thereto
42 that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein.
43 Also included: _____
44 _____
45 _____
46 _____
47 _____
48 _____
49 _____
50 _____
51 _____
52 _____
53 _____
54 _____
55 _____
56 _____
57 _____
58 _____
59 _____
60 _____

SELLER'S Initials (_____)(_____) **Date:** _____

SELLER'S NAME(S) _____

9. EXCLUDED ITEMS. _____

10. TITLE AND EXISTING ENCUMBRANCES. Title to the property is to be conveyed by Warranty Deed unless otherwise provided herein, and is to be marketable and insurable except for rights reserved in federal patents, federal, state or railroad deeds, building or use restrictions, building and/or zoning regulations and ordinances of any governmental entity, and rights of way and easements established or of record. The individual executing this Agreement warrants and represents that said individual either owns the property or has full power and right to enter into this Agreement and to sell and convey the property on behalf of the SELLER and that to the best of said individual's knowledge the property is in compliance with all applicable building and zoning regulations and with any applicable covenants and restrictions affecting the property except: _____

The SELLER agrees to provide good and marketable title to the property at the time of closing. The property is currently encumbered by the following liens: 1st Mortgage 2nd Mortgage Home Equity Loan Other _____
 The property is not encumbered by any mortgage, lien, or other security instrument.

Loan payments are are not current; loan is is not assumable. If loan is assumable, Buyer will will not be required to qualify and will will not release SELLER'S liability.

SELLER is aware that some loans have a recapture provision or repayment penalty and SELLER may be required to pay additional funds to satisfy such **recapture or penalty**.

The property is is not currently under foreclosure proceedings. If property is currently or becomes involved in foreclosure proceedings, Idaho law requires certain additional disclosures to be provided in a separate form and affixed to the Purchase and Sale Agreement. Foreclosure means that a trustee or beneficiary has filed a notice of default in the county where the property identified in Item #2 is situated and in addition to any statements required by Idaho law, the notice also states that trustee or beneficiary has elected to sell the property to satisfy an obligation.

11. MULTIPLE LISTING SERVICE AUTHORIZATION. (Name of MLS) _____
_____/_____
(Initial) By initialing this line, it is understood that Broker is a member of the above MLS. SELLER authorizes and directs Broker to offer to cooperate with and compensate other Brokers, and to submit a Property Data Sheet and any authorized changes to MLS as required in the Rules and Regulations of the above MLS. SELLER understands and agrees that any MLS information regarding the above property will be made available to Buyer's Agents and/or Dual Agents. SELLER acknowledges that pursuant to Idaho Code 254-2033(d), a "sold" price of real property is not confidential client information.

12. LOCKBOX AUTHORIZATION.
_____/_____
(Initial) By initialing this line, SELLER directs that a lockbox containing a key which gives MLS Keyholders access to the property shall be placed on any building located on the property. SELLER authorizes MLS Keyholders to enter said property to inspect or show the same. SELLER agrees to hold Broker harmless from any liability or loss.

13. ADVERTISING AUTHORIZATION.
SELLER does does not agree to allow Broker to advertise said property in print media.
SELLER does does not agree to allow Broker to advertise said property in internet advertising media.
SELLER does does not agree to allow Broker to advertise said property in other advertising media.
SELLER does does not agree to allow Broker to place the Broker's sign on above property.

14. SELLER'S PROPERTY DISCLOSURE FORM. If required by Title 55, Chapter 25 Idaho Code, SELLER shall within ten (10) days after execution of a Purchase and Sale Agreement provide to Buyer "SELLER'S Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to rescind the offer in a written signed and dated document delivered to the SELLER or the SELLER'S Agents. Buyer rescission must be based on a specific written objection to a disclosure made in the SELLER'S Property Disclosure Form.

15. LEAD BASED PAINT DISCLOSURE. SELLER has been advised of disclosure obligations regarding lead-based paint and lead-based paint hazards in the event property is a defined "Target Housing" under Federal Regulations. The term lead-based paint hazard is intended to identify lead-based paint and all residential lead-containing dusts and soils **regardless of the source of lead**.

SELLER'S Initials (_____)(_____) Date: _____

SELLER'S NAME(S)

Said property is is not "Target Housing". If yes, SELLER agrees to sign and complete the Information Disclosure and Acknowledgment Form provided and deliver to my agent all records, test reports or other information related to the presence of lead-based paint or lead-based paint hazards, if any.

16. TRANSACTION RELATED SERVICES DISCLAIMER: SELLER understands that Broker is qualified to advise SELLER on general matters concerning real estate, but is not an expert in matters of law, tax, financing, surveying, structural conditions, property inspections, hazardous materials, or engineering. SELLER acknowledges that Broker advises SELLER to seek expert assistance for advice on such matters. The Broker or Broker's agents may, during the course of the transaction, identify individuals or entities who perform services including BUT NOT LIMITED TO the following: home inspections, service contracts, appraisals, environmental assessment inspection, code compliance inspection, title insurance, closing and escrow services, loans and refinancing services, construction and repair, legal and accounting services, and/or surveys. The SELLER understands that the identification of service providers is solely for SELLER'S convenience and that the Broker and their agents are not guaranteeing or assuring that the service provider will perform its duties in accordance with the SELLER'S expectations. SELLER has the right to make arrangements with any entity SELLER chooses to provide these services. SELLER hereby releases and holds harmless the Broker and Broker's agents from any claims by the SELLER that service providers breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with the SELLER'S expectations. In the event the SELLER requests Broker to obtain any products or services from outside sources, SELLER agrees to pay for them immediately when payment is due. For example: surveys or engineering, environmental and/or soil tests, title reports, home or property inspections, appraisals, etc.

17. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY: The undersigned SELLERS(S) have received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned SELLER(S) understand that the brokerage involved in this transaction may be providing agency representation to both the SELLER(S) and the Buyer. The undersigned SELLER(S) each understands that, as an agent for both SELLER/client and Buyer/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms or factors motivating the Buyer/client to buy or the SELLER/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2085, Idaho Code. The undersigned SELLER(S) each understands that a limited dual agent does not have a duty of undivided loyalty to either client.

The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER does does not consent to allow Buyer's Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with Buyer's Agents and/or Limited Dual Agents.

18. SELLER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES: SELLER acknowledges that Broker as named above has disclosed the fact that at a time Broker acts as agent for other Buyers and for SELLERS in the sale of the property. SELLER has been advised and understands that it may create a conflict of interest for Broker to introduce Buyers to SELLER Client's property because Broker could not satisfy all of its client duties to both Buyer Client and SELLER Client in connection with such a showing or any transaction which resulted. Based on the understandings acknowledged, SELLER makes the following election: (Make one selection only)

_____/_____
Initials
Limited Dual Agency
and/or
Assigned Agency

SELLER does want Broker to introduce any interested Client of Broker to Client SELLER'S property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at that time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the SELLER and Buyer in the introduction of Buyers to such SELLER Client's property and in the preparation of any contract of sale which may result. SELLER authorizes Broker to act in a limited dual agency capacity. Further, SELLER agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, SELLER authorizes Broker to act in such capacity.

OR

_____/_____
Initials
Single Agency

SELLER does not want Broker to introduce interested Buyer Clients to Client SELLER'S property and hereby releases Broker from any responsibility or duty under the agency agreement to do so. Broker shall be under no obligation or duty to introduce the Buyer to any Client SELLER'S property.

19. INFORMATION WARRANTY. SELLER warrants that all information provided by the SELLER herein and hereafter will be true and correct.

SELLER'S Initials (_____) (_____) Date: _____

SELLER'S NAME(S) _____

20. DEPOSIT. Brokers are authorized to receive a deposit from any prospective purchaser who offers to purchase or exchange the property and shall notify SELLER of the receipt of any such deposit. Acceptance of such deposit by a Broker shall not constitute SELLER'S acceptance of any such offer.

21. GENERAL PROVISIONS. In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees and all court costs and other expenses incurred by the prevailing party. This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.

22. NON-DISCRIMINATION. SELLER and Broker acknowledge that it is illegal to discriminate in the showing, sale or leasing of the property on the basis of race, religion, creed, color, sex, marital status, national origin, familial, or handicapped status of such person.

23. SINGULAR AND PLURAL terms each include the other, when appropriate.

24. FACSIMILE TRANSMISSION. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

25. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

26. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. OTHER TERMS AND CONDITIONS: _____

CONTRACTOR REGISTRATION # (if applicable) _____

Seller Signature: _____ Accepted: _____ (Broker)

Seller Signature: _____ By: _____ (Agent)

Date: _____ Date: _____

Address: _____ Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

E-Mail: _____ E-Mail: _____

Phone(s): _____ Phone(s): _____

Fax: _____ Fax: _____

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