



Realtor Email: _____ Email 1: _____ 2: _____

5. COMMISSION: Realtor/Broker commissions are fully negotiable and are not fixed, controlled or set by law, the Multiple Listing Service, or any other person who is not a party to this Agreement. Seller shall pay the BROKERAGE FIRM a commission of \$ [] or [] % of the purchase price if, during the term of listing contract, 1) anyone sells or trades the property, or 2) anyone produces a buyer who is ready, willing, and able to buy or trade for the property. Seller shall also pay the BROKERAGE FIRM the commission if, within [] months after this contract expires, any except another brokerage firm sells the property to someone who learned about the property through the BROKERAGE FIRM efforts during the terms of the listing contract. It is agreed that the word "sale" shall include a trade or exchange and that a commission will be due at the agreed upon amount or percentage of the exchange or trade value, as the case may be, and that in the event of the trade or exchange, the BROKERAGE FIRM is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

6. SHARED COMPENSATION WITH BROKER PROCURING BUYER: Whether the BROKERAGE FIRM will offer a portion of the broker's compensation set forth in paragraph 4 above to the brokerage firm producing the buyer is wholly within the Seller's discretion and is not fixed, controlled or recommended by law, the MLS or otherwise. Seller directs BROKERAGE FIRM by placing a check on the applicable box below.

Yes or No

- ☐ ☐ A. Offer a portion of the BROKERAGE FIRM's commission to the cooperating brokerage firm producing the buyer while acting as a subagent. Said offer of compensation shall be \$ _____ or _____ % of the purchase price.
- ☐ ☐ B. Offer a portion of the BROKERAGE FIRM's commission to the cooperating brokerage firm producing the buyer while acting as a buyer's agent. Said offer of compensation shall be \$ _____ or _____ % of the purchase price.
- ☐ ☐ C. Offer a portion of the BROKERAGE FIRM's commission to the cooperating agent producing the buyer while acting as a dual agent or working with the buyer in another non-agency capacity. Said offer of compensation shall be \$ _____ or _____ % of the purchase price.
- ☐ ☐ D. Offer a portion of the BROKERAGE FIRM's commission to the cooperating brokerage firm producing the buyer while acting as a transaction coordinator, or working with the buyer in another non-agency capacity. Said offer of compensation shall be \$ _____ or _____ % of the purchase price.
- ☐ ☐ E. Not offer any portion of the BROKERAGE FIRM's commission to the cooperating brokerage firm producing the buyer.

7. SELLER CONCESSIONS: In addition to the compensation offered by BROKERAGE FIRM pursuant to paragraph 5 above, if any, Seller ☐ does ☐ does not authorize BROKERAGE FIRM to advise potential buyers, and their agents, that Seller may be willing to consider Seller concessions. This invitation is contingent upon all other terms of the offer being acceptable to Seller in their sole discretion. This invitation ☐ shall ☐ shall not be disclosed in the MLS.

8. COOPERATION: The compensation paid by the BROKERAGE FIRM to the cooperating brokerage firm is not fixed, controlled or recommended by law, the MLS, or any person not a party to this agreement. The Seller acknowledges that the services of the Multiple List Service(s) and the offering of cooperation and compensation to other Participants has been fully explained, and the Realtor/broker is authorized to list the Property on said Multiple Listing Service, and the Cooperating Broker may represent the Buyer even if paid by Realtor/Broker.

9. BROKERAGE SERVICE FEE: SELLER agrees to pay BROKER a \$ [] service fee at closing to comply with applicable federal and state laws regarding disclosures, documents, storage, and retention.

10. LEAD BASE PAINT: [Check one box]

- ☐ Seller represents and warrants that listing property was built in 1978 or later and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.
- OR -
- ☐ Seller represents and warrants that the listed property was built before 1978 and that therefore, the federally mandated lead-based paint disclosure regulations apply to this property.

11. **AGENCY:** SELLER acknowledges that the BROKERAGE FIRM has explained to SELLER the broker policy on agency and has disclosed to SELLER the different types of relationship estate agency relationships. SELLER further grants the BROKERAGE FIRM the authorization to act as a disclosed dual agent in the event any licensee of the BROKERAGE FIRM procures buyer who has contracted with the BROKERAGE FIRM as a buyer's agent. SELLER acknowledges that BROKERAGE FIRM will show potential buyers any properties other than the SELLER'S property and provide buyers with information on selling prices in the area.

12. **DEFAULT:** If a sale is not consummated because of the SELLER'S refusal to perform, then the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the failure to perform and the deposit made is forfeited, SELLER agrees that 50% of the deposit (not in excess of the amount of the full commission) shall be retained by the BROKERAGE FIRM in full payment for services rendered in this transaction.

13. **OPTION:** The SELLER agrees that the commission will be due and payable to the BROKERAGE FIRM if the SELLER enters into an option to purchase during the term of this contract or the protection period as provided upon the consummation of the sale/purchase pursuant to the option. If the option is exercised and consummated, the afore agreed upon commission will be paid to the BROKERAGE FIRM on the option amount.

14. **CONSIDERATION NEGOTIATION:** The SELLER and the BROKERAGE FIRM acknowledge that they have negotiated the consideration contracted hereunder between themselves, and that the commission to be paid by the SELLER in consideration for services to be performed by the BROKERAGE FIRM in consideration for the commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract.

15. **MULTI-LIST/COOPERATION:** The SELLER acknowledges that the services of the Multiple Listing Services, and the offering of cooperation and compensation to other Participants has been fully explained and the BROKERAGE FIRM is authorized to multiple list the Property, publish the Property information and photos to the Internet and to otherwise advertise the property for sale. The SELLER authorizes the BROKERAGE FIRM to provide the Multiple Listing Services with such information as they may require including but not limited to photographs, timely notice of status changes in this contract and sales information. The Multiple Listing Services is authorized to disseminate the information so provided to its Participants according to its rules and regulations. The SELLER and the BROKERAGE FIRM release the Multiple Listing Services from any liability for errors and omissions in the listing information disseminated. The SELLER authorizes the BROKERAGE FIRM to offer cooperation as provided by the Multiple Listing Services either through the Multiple Listing Services or otherwise and to offer such compensation to the COOPERATING BROKERAGE FIRM as established by the BROKERAGE FIRM and the SELLER on paragraph 4 and 5 of this agreement. The compensation to be paid to a COOPERATING BROKERAGE FIRM is completely within the discretion of the BROKERAGE FIRM and is not fixed, controlled, recommended, or maintained by any person or entity not a party to this contract, and the BROKERAGE FIRM hereunder unless otherwise agreed upon in writing. Marketing will begin on [REDACTED]. The SELLER hereby consents to the taking of photos and/or video ("Visual Media") of the Property and consents to the unlimited and perpetual use of such derivative works for distribution, and display of the Visual Media throughout the world in any format.

16. **TITLE:** SELLER represents the title to the Property to be good and marketable title and SELLER will execute and deliver a Warranty Deed, Land Contract, or other instruments of assignment or conveyance, as shall be required. By agreement on a subsequent Purchase Agreement, SELLER will furnish an owner's title insurance policy with standard exceptions, or an abstract extended and certified to date of closing with tax schedules, whichever is agreed to in a Purchase Agreement. Any deed required shall have full covenants of warranty and conveyance hereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations, and covenant of record and (e.g. special assessments): _____.

17. **SHOWING/SIGNS:** BROKERAGE FIRM is hereby authorized to retain a key, cause a sign to be erected on the Property, and to all other "for sale" signs. BROKERAGE FIRM shall have access to the buildings on the Property for the purpose of showing the property at reasonable hours. SELLER shall indemnify and hold harmless BROKERAGE FIRM and it's agents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of SELLER'S property pursuant to this listing. It is advised that Owner/Tenant will place all personal and/or valuable items in secure and safe places. Owner continues to assume all responsibility for damage, loss, and maintenance of the property during the term of the listing.

18. **LOCK BOX:** The BROKERAGE FIRM (☐ is) (☐ is not) authorized to attach a lock box to be used for the purpose of storing key(s) that provide access to the property by authorized persons.

19. **MARKET:** Upon SELLER'S written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, the BROKERAGE FIRM shall not continue to market the property nor present any other offers received after the time of acceptance, unless agreed upon by all parties in writing.

20. **INQUIRIES:** Seller agrees to refer to BROKERAGE FIRM all inquiries received concerning the Property during the period of this agreement.

21. **FIRPTA:** At closing, Seller shall provide an affidavit of non-foreign status and otherwise comply with the withholding provisions imposed by Section 1445 of the Internal Revenue Code of 1986, as amended.

22. **HEIRS:** This agreement shall be binding on the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

23. **NON-DISCRIMINATION:** It is agreed by the BROKERAGE FIRM and the SELLER, and parties to this agreement, that as required by law discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, or physical or mental disability, or familial status, by said parties in respect to the sale of the subject property is PROHIBITED.

24. **LETTERS OF INTRODUCTION:** In the event a buyer submits an offer to purchase along with an introductory letter describing the Buyer and/or Buyer's reasons for submitting an offer on the Property, REALTOR® ☐ will ☐ will not forward such letter to Seller. Seller acknowledges that the consideration of the information contained in such a letter in evaluating the offer to purchase may violate federal and/or state fair housing laws.

25. **SHOWING PROPERTY/CONFLICT OF INTEREST:** Seller understands and agrees that as part of marketing the Property, Brokerage Firm will show potential buyers properties other than Seller's Property and provide such buyers with information on the selling prices in the area. Seller also understands and agrees that BROKERAGE FIRM can show Seller's Property to, and obtain offers from, all prospective buyers, including buyers with whom Brokerage Firm has an agency relationship. In the event a buyer which BROKERAGE FIRM has an agency relationship shall become interested in the Property, BROKERAGE FIRM shall notify both Seller and buyer. In all cases, the BROKERAGE FIRM shall be entitled to the total compensation provided herein. BROKERAGE FIRM will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship. Seller acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by BROKERAGE FIRM to Seller.

26. **INDEMNIFICATION:** Seller shall indemnify and hold harmless BROKERAGE FIRM and its agents, and COOPERATING BROKERAGE FIRM and its agents, from any and all liability for any reason as a result of injury to person(s), or damage or loss to property, arising out of the showing of the Property, including but not limited to, reasonable attorneys' fees and costs.

27. **SELLER DISCLOSURE:** Seller agrees to provide the buyer a "Seller's Disclosure Statement" prior to accepting a Buy and Sell Agreement from the buyer, unless the transaction is exempt under Michigan law. Seller agrees to indemnify and hold harmless BROKERAGE FIRM and its agents and COOPERATING BROKERAGE FIRM and its, from any liability arising as a result of Seller's failure to comply with Seller's disclosure obligations at law, including, but not limited to, reasonable attorneys' fees and costs.

28. **HOME 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.

29. **LIMITATION:** Seller and BROKERAGE FIRM agree that any and all claims or lawsuits between the parties relating to this agreement must be filed no more than six (6) months after the date of termination of this agreement. The parties waive any statute of limitations to the contrary.

30. **INFORMATION:** SELLER agrees to provide BROKERAGE FIRM or buyer with all information required by law.

31. **BINDING CONTRACT:** This contract shall be binding upon execution by SELLER(S) or SELLER(S) agents & BROKERAGE FIRM or the agent of the BROKERAGE FIRM.

32. **MARKETABLE TITLE:** The SELLER(s) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

33. **ADDITIONAL OFFERS:** Once Seller and a buyer enter into a binding sales contract, Brokerage Firm shall not present to Seller any other offers unless Seller and Brokerage Firm otherwise agree in writing.

34. **SIGNATORIES/COUNTERPARTS:** The undersigned Seller represents that all parties in title are a signatory on this agreement. This agreement may be signed in any number of counterparts.

35. **ELECTRONIC COMMUNICATION:** The parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered by electronic mail. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

36. **OTHER:** _____

37. **ACKNOWLEDGEMENT:** The SELLER has read, acknowledges, and accepts the terms of this Contract and has received a completed copy of this Contract.

_____ Realtor	_____ Date	_____ Seller	_____ Date
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For _____ BROKERAGE FIRM	_____ Seller	_____ Date
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