

**THIS IS A LEGALLY BINDING AGREEMENT.  
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

This contract form has been prepared by the Nebraska Real Estate Commission. It is intended to include provisions common to most transactions. Its use is not mandatory and it will not be suitable for contracts having or requiring unusual provisions.

Commission rates and contract terms are not regulated by law and are subject to negotiation between the Real Estate Broker and the Seller.

**EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

\_\_\_\_\_ (Seller)  
[Name(s) of Owner(s)]

contracts with \_\_\_\_\_ (Broker)  
(Broker's Name or Firm and Address)

for the purposes and under the terms set forth below with my specific Seller's Limited Agent to be \_\_\_\_\_ and such other affiliated licensees of Broker as may be assigned by Broker in writing, if needed as exclusive Seller's Limited Agents. The affiliated licensee(s) named in this paragraph and the Seller's Limited Agents who may be appointed by the Broker are collectively referred to in this Listing Contract as Seller's Limited Agents. All responsibilities and duties of Broker shall also be the responsibilities and duties of the Seller's Limited Agent:

1. Purpose of Agency. The purpose of this sole and exclusive right-to-sell agency contract ("Listing Contract") is to engage the efforts of Broker to accomplish the Sale of the Real Property legally described as:

\_\_\_\_\_  
also known as \_\_\_\_\_  
(Street Address) (City) (State)

together with any items of Personal Property to be conveyed pursuant to Paragraph 5 (collectively referred to as the "Property").

2. Effect of this Listing Contract. By contracting with Broker, Seller agrees to conduct all negotiations for the Sale of the Property through Seller's Limited Agent and to refer to Seller's Limited Agent all inquiries received in any form from any source during the term of this Contract.

3. The Listing Period. This Contract shall begin \_\_\_\_\_, \_\_\_\_\_, and shall continue through \_\_\_\_\_, \_\_\_\_\_. (This is referred to as the "Listing Period.")

4. Price and Terms. The Offering Price for the Property shall be \$ \_\_\_\_\_ on the following Terms: \_\_\_\_\_

5. Price to Include. The Price shall include all attached fixtures, except

\_\_\_\_\_. The following Personal Property is also included \_\_\_\_\_.

6. Title. Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall deliver to Broker, upon request, copies of all relevant title materials. Seller represents that there are no known encroachments affecting this Property, except (If none, state "None"):

Seller agrees to convey marketable title by warranty deed or \_\_\_\_\_.

If the Property has been or will be assessed for local improvements installed, under construction or ordered by public authority at the time of signing a Purchase Agreement, Seller will be responsible for payment of same.

Broker may terminate this Listing Contract upon written notice to Seller that title is not satisfactory to Broker.

7. Evidence of Title. Seller agrees to convey a marketable title to Buyer, evidenced by a policy of title insurance or an abstract certified to date.

8. Possession. Possession of the Property shall be delivered to Buyer on \_\_\_\_\_.

9. Material Defects and Indemnification. Seller represents to the Broker solely for the purposes of this Listing Contract that he or she has completed or will promptly complete the Seller Property Condition Disclosure Statement fully and correctly to the best of the Seller's knowledge. Seller further states that all oral representations made to Seller's Limited Agent are accurate. Seller's Limited Agent shall not receive any offers to purchase until the Seller Property Condition Disclosure Statement is complete.

Seller agrees to indemnify and hold harmless Broker (Listing Company) and any subagents, from any claim that may be made against the Listing Company or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by Broker to enforce this indemnity. Seller agrees that any defects of a material nature (including, but not limited to, structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses or zoning variances) actually known by Seller's Limited Agent must be disclosed by Seller's Limited Agent to any prospective Buyer.

10. Compensation of Broker. In consideration of services to be performed by Seller's Limited Agent, Seller agrees to pay Broker a commission of \_\_\_\_\_, payable upon the happening of any of the following:

(a) If during the term of the listing, Seller, Broker or any other person:

(1) sells the Property; or

(2) finds a Buyer who is ready, willing and able to purchase the Property at the above price and terms or for any other price and terms to which Seller agrees to accept; or

(3) finds a Buyer who is granted an option to purchase or enters into a lease with option to purchase and the option is subsequently exercised; or

(b) If this agreement is revoked or violated by Seller; or

(c) If Broker is prevented in closing the Sale of this Property by existing claims, liens, judgements, or suits pending against this Property, or Seller thereof; or

(d) If Broker is unfairly hindered by Seller in the showing of or attempting to sell this Property. Or,

(e) If within \_\_\_\_\_ days after the expiration of this Listing Contract, Seller sells this Property to any person found during the term of this listing, or due to Broker's efforts or advertising, under this Listing Contract, unless this Property is listed with another Broker.

11. Limitation on Broker's Compensation. Broker may accept compensation when Broker or affiliated licensee (other than Seller's Limited Agent), is serving as a Buyer's Agent. In all other cases, Broker shall not accept compensation from the Buyer, the Buyer's agent, or any entity participating in or providing services for the Sale without written agreement of Seller.

12. Cooperating with Other Brokers. Broker may accept the assistance and cooperation of other brokers who will be acting as subagents of the seller or as agents for a Buyer. If Broker participates in a local multiple listing service Broker shall submit the Property to such listing service. Seller authorizes Broker to compensate from the amount described in paragraph 10: ( ) seller's subagent; ( ) buyer's agent; ( ) agents acting for both the buyer and the seller-dual agents.

13. Forfeiture of Earnest Money. In the event of forfeiture of the earnest money made by a prospective Buyer, the monies received, after expenses incurred by Broker, shall be divided between Broker and Seller, one-half thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.

14. Cost of Services. Broker shall bear all expenses incurred by Broker, if any, to market the Property and to compensate cooperating brokers, if any. Broker will not obtain or order any products or services to be paid by Seller unless Seller agrees. Broker shall not be obligated to advance funds for the benefit of Seller.

15. Maintenance of the Property. Seller agrees to maintain until delivery of possession, the heating, air conditioning, water heater, sewer, plumbing and electrical systems and any built-in appliances in good and reasonable working condition. Seller further agrees to hold Broker harmless from any and all causes of action, loss, damage, or expense Broker may be subjected to arising in connection with this section. Seller also agrees that Broker shall not be responsible for maintenance of the Property.

16. Nondiscrimination. The undersigned Seller and Broker acknowledge, by their respective signature hereon, that the law prohibits discrimination for or against any person because of race, color, religion, sex, handicap, familial status, or national origin.

17. Escrow Closing. Seller agrees that the closing of any sale made by Broker may be handled by an Escrow Agent and authorizes Broker to transfer all earnest monies, downpayments and other trust funds to the Escrow Agent along with documents and other items received by Broker related to the sale. The cost of the Escrow Closing shall be paid by Seller or as negotiated with the Buyer in the Purchase Agreement.

18. Smoke Detectors. Seller agrees to install at Seller's expense any smoke detectors required by law.

19. "For Sale" Sign Permitted. Seller gives permission to Broker to place a "For Sale" and a "Sold" sign on the Property and to use a "Lock Box."

20. Duties and Responsibilities of Seller's Limited Agent. Seller's Limited Agent shall have the following duties and obligations:

- a. To perform the terms of this agreement;
- b. To exercise reasonable skill and care for Seller;
- c. To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
  1. Seeking the price and terms which are acceptable to Seller except that Seller's Limited Agent shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale;
  2. Presenting all written offers to and from Seller in a timely manner regardless of whether the property is subject to a contract for sale;
  3. Disclosing in writing to Seller all adverse material facts actually known by Seller's Limited Agent; and
  4. Advising Seller to obtain expert advice as to material matters of that which Seller's Limited Agent knows but the specifics of which are beyond the expertise of Seller's Limited Agent;
- d. To account in a timely manner for all money and property received;
- e. To comply with the requirements of agency relationships as defined in Neb. Rev. Stat. §§ 76-2401 through 76-2430, the Nebraska Real Estate License Act, and any rules or regulations promulgated pursuant to such sections or act; and
- f. To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

21. Confidential Information. Seller's Limited Agent shall not disclose any confidential information about Seller, without Seller's written permission, unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. Seller's Limited Agent is required to disclose adverse material facts to any prospective buyer. Adverse material facts may include any environmental hazards affecting the property which are required by law to be disclosed, physical condition of the property, any material defects in the property, any material defects in the title to the property, or any material limitation on Seller's ability to perform under the terms of the contract.

22. Modification of this Listing Contract. No modification of this Listing Contract shall be valid, unless made in writing and signed by the parties.

23. Release of Information. Seller authorizes Broker to obtain any information relating to utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on this Property including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction.

24. Entire Agreement. This Listing Contract constitutes the entire Contract between the parties and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Contract.

25. Copies of Agreement. This Listing Contract is executed in multiple copies and Seller acknowledges receipt of a copy signed by the Broker or Broker's affiliated licensee.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Broker or Firm)

\_\_\_\_\_  
(Address) (Phone No.)

By \_\_\_\_\_  
(Affiliated Licensee's Signature) (Date)

\_\_\_\_\_  
(Name of Seller(s) - Type or Print)

\_\_\_\_\_  
(Seller Signature)

\_\_\_\_\_  
(Seller Signature)

\_\_\_\_\_  
(Seller(s) Address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Residence) Seller Phone (Business)

## OPTIONAL LIMITED DUAL AGENCY LANGUAGE

**If Broker is also offering Limited Dual Agency, the following paragraphs can be included in the Listing Agreement. If used, remember to renumber the remaining paragraphs.**

22. Duties and Responsibilities of Seller's Limited Agent as a Limited Dual Agent. Seller's Limited Agent has disclosed to Seller that Broker permits Seller's Limited Agent to act as an agent for sellers of property or for buyers of property, and with the informed written consent of both the seller and buyer of a particular property, to act as a Limited Dual Agent for both. Seller's Limited Agent agrees to promptly notify Seller whenever a Seller's Limited Agent is also representing a buyer when that buyer becomes interested in acquiring Seller's property. Seller consents to Seller's Limited Agent also serving as an agent of the Buyer for Seller's property and acknowledges that Seller's Limited Agent will then be a Limited Dual Agent of both Seller and Buyer, serving both Seller and Buyer as clients. As a Limited Dual Agent, Seller's Agent will owe to the Buyer the following duties and obligations as a Buyer's Agent:

- a. To perform the terms of the written agreement made with the buyer;
- b. To exercise reasonable skill and care for the Buyer;
- c. To promote the interests of the Buyer with utmost good faith, loyalty, and fidelity, including:
  1. Seeking a price and terms which are acceptable to the Buyer, except that the licensee shall not be obligated to seek other properties while the Buyer is a party to a contract to purchase property;
  2. Presenting all written offers to and from the Buyer in a timely manner regardless of whether the Buyer is already a party to a contract to purchase property;
  3. Disclosing in writing to the Buyer adverse material facts actually known by the Buyer's Limited Agent;
  4. Advising the Buyer to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the Buyer's Limited Agent;
- d. To account in a timely manner for all money and property received;
- e. To comply with all requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- f. To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

As a Limited Dual Agent, Seller's Limited Agent also continues to owe Seller the duties and obligations as a Seller's Limited Agent set out in paragraph 20, and the Seller's Limited Agent also continues to owe to Buyer the duties and obligations as a Buyer's Limited Agent described above, except that a Limited Dual Agent can disclose to one client any information the Limited Dual Agent has gained from the other client which is relevant to the transaction or client, provided that Limited Dual Agent can not disclose, without the informed written consent of the client to whom the information pertains:

- a. that Seller is willing to accept less than the asking price for the property;
- b. that Buyer is willing to pay more than the purchase price offered for the property;
- c. what the motivating factors are for any client buying or selling the property;
- d. that either client will agree to financing terms other than those offered by that client;
- e. any other confidential information about the client unless the disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

In the event that Seller's Limited Agent becomes a Limited Dual Agent, Seller's Limited Agent will prepare and present to Seller an Informed Written Consent at or before the time an offer to or from the Buyer is first presented. The Informed Written Consent will identify the Buyer and disclose the compensation agreement between Seller's Limited Agent and Buyer, if any. Seller's Limited Agent will be allowed to continue in the transaction as a Limited Dual Agent only if the Informed Written Consent is signed by both Seller and Buyer.