

Document Preview – This is only a portion of the entire, customizable document.
Open Listing Agreement

PARTIES AND PROPERTY:

I/We, _____, Owner(s), give you _____, Realtor the right to list for sale my/our real property on a non-exclusive (or exclusive) basis located at:

Address
City, State, Zip

SELLING TERMS:

The Listed Price shall be \$ _____

TERM OF THIS LISTING:

This Listing Agreement will take effect on , 20 , and will remain in effect through and including , 20 , provided however that this Listing Agreement shall terminate sooner if I/We notify you that I/We have entered into an Exclusive Agency or an Exclusive Right to Sell Listing Agreement for the Listed Property and you have not yet earned a commission as provided in this Agreement. Upon full execution of an agreement for the sale of the Listed Property, all rights and obligations under this Listing Agreement will automatically extend through the date of the actual closing of the Listed Property and may not be revoked or canceled once you have executed a purchase contract for the sale of the property to a buyer we found.

PAYMENT OF SERVICE OR FEE:

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

If during the term of this Listing Agreement you find a buyer ready, willing and able to buy the Listed Property, either on the terms specified in this Listing Agreement or on any other terms acceptable to me/us, I/We will pay you a service fee of: (Check one)

___% (percent) of the agreed upon sale price.

A retainer of \$ _____

A flat fee of \$ _____

An hourly rate of \$ ___ per hour.

OFFERS OF PURCHASE:

You will continue to submit all offers to me/us until (select one):

A written Agreement has been signed by me/us and a buyer.

A written Agreement has been signed by me/us and a buyer and all contingencies have been met.

Title passes.

OWNER'S AND REALTOR'S AGREEMENTS:

1. This is NOT an Exclusive Agency or Exclusive Right to Sell Listing Agreement. I/We understand that the Listed Property will not be placed in any multiple listing service. I/We may sell the Listed Property myself/ourselves or through another broker or agent.

Sample Preview