

**VIRGINIA REGIONAL LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL**

**SAMPLE**

This Agreement is made on \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Broker").  
 \_\_\_\_\_  
 (Firm Name)

In consideration of providing the services and facilities described herein, the Broker is hereby granted the exclusive right to sell the Property known as: \_\_\_\_\_, Virginia \_\_\_\_\_ ("Property"). Legal Description \_\_\_\_\_, Tax Map No./ID# \_\_\_\_\_.

1. The Property is offered for sale at a selling price of \$ \_\_\_\_\_, or such other price as later agreed upon, which price includes the Broker's compensation. In the event of a sale, the Seller will sign a sales contract enforceable in the Commonwealth of Virginia.

The Sales Price includes the following personal property and fixtures which shall be transferred free of liens: A. Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and B. The items marked YES below as currently installed or offered:

YES	NO	ITEM	YES	NO	ITEM	YES	NO	ITEM	YES	NO	ITEM
<input type="checkbox"/>	<input type="checkbox"/>	Stove or Range	<input type="checkbox"/>	<input type="checkbox"/>	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	Alarm System
<input type="checkbox"/>	<input type="checkbox"/>	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input type="checkbox"/>	<input type="checkbox"/>	Intercom
<input type="checkbox"/>	<input type="checkbox"/>	Wall Oven(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	Window Fan(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	Storage Shed(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	Window A/C Unit(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	Garage Opener(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	w/ ice maker	<input type="checkbox"/>	<input type="checkbox"/>	Pool, Equip. & Cover	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	w/remote(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub, Equip. & Cover	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	Playground Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	Satellite Dish and Equip.	<input type="checkbox"/>	<input type="checkbox"/>	Water Treatment Sys	<input type="checkbox"/>	<input type="checkbox"/>	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	Attic Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	Exhaust Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace Screen/Drs
<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	Window Treatments						

Other inclusions or exclusions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**WATER, SEWAGE, HEATING, AND CENTRAL AIR CONDITIONING:** (Check all that apply)

Water Supply:  Public  Well  Other \_\_\_\_\_ Hot Water:  Oil  Gas  Elec.  
 Sewage Disposal:  Public  Septic # BR \_\_\_\_\_ Air Conditioning:  Gas  Elec.  Heat Pump  
 Heating  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_

The Seller will deliver the Property in substantially the same condition as on the Contract Date and in broom clean condition with all trash and debris removed. The Seller warrants that the existing appliances, heating, cooling, plumbing and electrical systems and equipment and smoke and heat detectors (as required) will be in normal working order as of the possession date.

2. The Broker and the Sales Associate(s) shall promote the interests of the Seller by:
- A) performing the terms of this Agreement;
  - B) seeking a buyer at a price and terms agreed upon herein or otherwise acceptable to the Seller. However, the Broker and the Sales Associate(s) shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract of sale, unless stated herein or as the contract of sale so provides;
  - C) presenting in a timely manner all written offers or counteroffers to and from the Seller even when the Property is already subject to a contract of sale;

D) disclosing to the Seller all material facts related to the Property or concerning the transaction of which the Broker and Sales Associate(s) have actual knowledge.

E) accounting for in a timely manner all money and property received in which the Seller has or may have an interest.

Unless otherwise provided by law or the Seller consents in writing to the release of the information, the Broker and the Sales Associate(s) shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Seller, if that information is received from the Seller during the brokerage relationship. In satisfying these duties, the Broker and the Sales Associate(s) shall exercise ordinary care, comply with all applicable laws and regulations and treat all prospective buyers honestly and not knowingly give them false information; and **the Broker and Sales Associate(s) shall disclose to prospective buyers all material adverse facts pertaining to the physical condition of the Property which are actually known by them.** In addition, the Broker and the Sales Associate(s) may provide assistance to a buyer or prospective buyer by performing ministerial acts that are not inconsistent with the Broker's and the Sales Associate's duties under this Agreement. The Seller acknowledges that the Broker and the Sales Associate(s) and any cooperating brokers and sales associates may act on behalf of the Seller as the Seller's representatives.

**Buyer representation** occurs when buyers contract to use the services of their own broker (known as a buyer representative) to act on their behalf.

**Designated representation** occurs when a buyer and seller in one transaction are represented by different Sales Associate(s) affiliated with the same Broker. Each of these Sales Associates, known as a Designated Representative, represents fully the interests of a different client in the same transaction. Designated Representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. Except for disclosure of confidential information to the Broker, each Designated Representative is bound by the confidentiality requirements as above. The Broker remains a dual representative.  The Seller consents to designated representation **OR**  The Seller does not consent to designated representation which means the Seller does not allow the Property to be shown to a buyer represented by this Broker through another Designated Representative associated with the firm. The Broker will notify other associates within the firm via the MLS whether the Seller consents or does not consent.

**Dual representation** occurs when a buyer and seller in one transaction are represented by the same Broker and the same Sales Associate(s). When the parties agree to dual representation, the ability of the Broker and the Sales Associate(s) to represent either party fully and exclusively is limited. The confidentiality of all information of all clients shall be maintained as above.  The Seller consents to dual representation **OR**  The Seller does not consent to dual representation which means the Seller does not allow the Property to be shown to a buyer represented by this Broker through the same Sales Associate(s).

3. The Broker and Sales Associate(s), in response to inquiries from buyers or cooperating brokers shall, with the Seller's approval, divulge the existence of offers on the property. Seller  does **OR**  does not authorize the Broker and Sales Associate to divulge such information to buyers or cooperating brokers.

4. This Exclusive Right to Sell will expire at midnight on \_\_\_\_\_.

5. The Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions.

6. The Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any Multiple Listing Service that the Broker deems appropriate. The Broker shall disseminate information regarding the Property, including the entry date, listing price(s), final price and all terms, and expired or withdrawn status, by printed form and/or electronic computer service, which may include the internet during and after the expiration of this Agreement. The Broker shall enter the listing information into the MLS data base within 48 hours (unless otherwise instructed in writing by the Seller) after all Sellers' signatures have been obtained.

7. A. The Seller shall pay the Broker compensation of \_\_\_\_\_ in cash if, during the term of this Agreement, anyone produces a buyer ready, willing and able to buy the Property. In addition to the Broker's compensation, an additional fee of \_\_\_\_\_ will be collected from the Seller payable to the Broker, at the time of settlement. The compensation is also earned if within \_\_\_\_\_ days after the expiration or termination of this Agreement, a contract is ratified with a ready, willing and able buyer to whom the Property has been shown during the term of this agreement; provided, however, that the compensation

need not be paid if a contract is ratified on the Property while the Property is listed with another real estate company.  
B. The Broker acknowledges receipt of a retainer fee in the amount of \_\_\_\_\_, which  shall, **OR**  shall not be subtracted from any compensation due the Broker under this Agreement. The retainer is non-refundable and is earned when paid.

C. The listing broker shall offer compensation to the selling broker as indicated: Subagency Compensation \_\_\_\_\_ Buyer Agency Compensation \_\_\_\_\_ Non Agency Compensation \_\_\_\_\_

*Note: Compensation shall be shown by a percentage of the gross selling price, a definite dollar amount or "N" for no compensation. No Multiple Listing Service or Association of REALTORS® is a party to this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any brokerage service rendered pursuant to this Agreement.*

8. The Seller is participating in any type of employee relocation program  Yes **OR**  No.  
If "Yes": (a) the program is named \_\_\_\_\_, Contract # \_\_\_\_\_ and (b) terms of the program are: \_\_\_\_\_

If "No" or the Seller has failed to list a specific employee relocation program, then the Broker shall have no obligation to cooperate with or compensate any undisclosed program.

9. In consideration of the use of Broker's services and facilities and the facilities of any REALTOR® Multiple Listing Service, the Seller and Seller's heirs and assigns hereby release the Broker, sales associates accompanying buyers or prospective buyers, any REALTORS® Multiple Listing Service and the directors, officers and employees thereof, including officials of any parent Association of REALTORS®, except for malfeasance on the part of such parties, from any liability to the Seller for vandalism, theft or damage of any nature whatsoever to the Property or its contents during the term of this Agreement, and that the Seller waives any and all rights, claims and causes of action against them and holds them harmless for any property damage or personal injury arising from the use or access to the Property by any person during the term of this Agreement.

10. The Seller retains full responsibility for the Property, including all utilities, maintenance, physical security and liability during the term of this Agreement and the sales contract period. Virginia licensed real estate salespersons and appraisers, inspectors and other persons shall be given access as needed to the Property to facilitate and/or consummate a sale. Authorization is granted to the Broker to show the Property during reasonable hours. Authority is granted to the Broker to:  
A) Place a "For Sale" sign on the Property and to remove all other such signs  
B) Place a common key safe/lockbox on the Property containing keys and information necessary to obtain full access to the Property.

11. The Seller represents that the Property  is, **OR**  is not located within a development which is a Condominium or Cooperative. Condominiums or Cooperatives being offered for sale are subject to the receipt by buyers of the required Disclosures, and the Seller is responsible for payment of appropriate fees and for providing these disclosure documents to prospective buyers as prescribed in the Condominium Act, Section 55-79.39 et seq., and the Cooperative Act, Section 55-424, et seq., of the Code of Virginia.

12. The Seller represents that the Property  is, **OR**  is not located within a development(s) which is subject to the Virginia Property Owners' Association Act, Sections 55-508 through 55-516 of the Code of Virginia. If the Property is within such a development, the Seller is responsible for payment of the appropriate fees and for providing these disclosure documents to the buyers.

13. The Seller acknowledges that the Broker has informed the Seller of the Seller's rights and obligations under the Virginia Residential Property Disclosure Act. This Property  is, **OR**  is not exempt from the Act. If not exempt, the Seller has completed and provided to the Broker:  a Residential Property Disclosure Statement where the Seller is making representations regarding the condition of the Property on which the buyer may rely, **OR**  a Residential Property Disclaimer Statement where the Seller is making no representations regarding the condition of the Property and is selling the Property "as is", except as may be provided otherwise in the sales contract.

14. The Seller represents that the residential dwelling(s) at the Property  were, **OR**  were not constructed before 1978. If the dwelling(s) were constructed before 1978, the Seller is subject to Federal law concerning disclosure of the possible presence of lead-based paint at the Property, and the Seller acknowledges that the Broker has

informed the Seller of the Seller's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852d, the Seller has completed and provided to the Broker the form, "Sale: Disclosure And Acknowledgment Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards" or equivalent form.

- 15. The Property may be sold subject to existing Deed(s) of Trust, having a total unpaid balance of approximately \$ \_\_\_\_\_
- 16. The Seller shall provide a \_\_\_\_\_ Deed of Trust Loan in the amount of \$ \_\_\_\_\_ with further terms to be negotiated.

**Sellers Proceeds:** The Seller acknowledges that Seller's proceeds may not be available at the time of settlement. The receipt of proceeds may be subject to the Virginia Wet Settlement Act, and may be subject to other laws, rules and regulations (e.g. Virginia estate statutes and the Foreign Investment Real Property Tax Act). Sellers are advised to seek legal and/or financial advice concerning these matters.

17. Other terms: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The terms and conditions of this Agreement must be used as a basis for presenting Property to prospective buyers, and, unless amended in writing, contain the final and entire Agreement between the parties hereto. The parties shall not be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Seen and agreed and receipt of a signed copy of this Agreement is hereby acknowledged.

\_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Broker \_\_\_\_\_ (Firm)  
 \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ (Address)

The Seller  is, OR  is not a licensed (active/inactive) real estate agent/broker.

\_\_\_\_\_, VA \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Seller's Mailing Address)  
 \_\_\_\_\_  
 \_\_\_\_\_ (City, State, and Zip Code) Date \_\_\_\_\_ By: \_\_\_\_\_ (Broker/Sales Manager)

Sales Associate: \_\_\_\_\_ (Designated Representative)

Phone (O) \_\_\_\_\_ Phone (O) \_\_\_\_\_  
 Phone (H) \_\_\_\_\_ Phone (H) \_\_\_\_\_  
 Fax # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Email \_\_\_\_\_ Email \_\_\_\_\_

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