



# Listing Agreement for Unimproved Real Property

(For use in Montgomery County and Washington, DC – Attach Jurisdictional Addendum and Required Disclosures)

Property Address: \_\_\_\_\_ Unit: \_\_\_\_\_

Subdivision/Project: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Known as Lot(s) \_\_\_\_\_ Block/Square: \_\_\_\_\_ Tax ID# \_\_\_\_\_

**1. SELLER (List all owners):** \_\_\_\_\_

Mailing address, if different: \_\_\_\_\_

Office Telephone: \_\_\_\_\_ Office/Home Fax: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Cell Phone(s): \_\_\_\_\_ / \_\_\_\_\_

Email Addresses: \_\_\_\_\_ / \_\_\_\_\_

**2. BROKER:** \_\_\_\_\_ Broker Code: \_\_\_\_\_ MRIS #: \_\_\_\_\_

Office Address: \_\_\_\_\_

Office Telephone: \_\_\_\_\_ Office Fax: \_\_\_\_\_

Listing Agent: \_\_\_\_\_ Direct Line: \_\_\_\_\_ License #: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**3. PURPOSE:** This Agreement (“Agreement”) between Seller and Broker grants to Broker the exclusive right to sell, exchange or convey the herein described property (“Property”), together with all improvements, rights and easements thereon and under the terms and conditions set forth herein.

**4. LISTING PRICE:** The Property is offered for sale at a listing price (“Listing Price”) of \$ \_\_\_\_\_ with minimum deposit of \_\_\_\_\_ % or such other price and deposit as is later agreed upon in writing.

**5. LISTING PERIOD:** This Agreement commences when signed and expires at midnight on \_\_\_\_\_ (“Listing Period”). Unless Seller instructs Listing Broker otherwise in writing, this listing must be entered into MRIS within 48 hours, (excluding weekends and holidays) after necessary signatures have been obtained. The listing shall not be advertised in any system or venue until the listing has been first entered into MRIS. All listings shall be available for showing immediately upon their entry.

Seller hereby instructs the listing agent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a sales contract is ratified before this Agreement expires, providing for settlement beyond the Listing Period, the terms hereof shall be extended automatically until final disposition of the sales contract.

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**6. BROKER'S FEE:**

**A. Fee:** Seller agrees to pay to Broker \_\_\_\_\_ % of the sale price or \$ \_\_\_\_\_ (strike one) as broker's fee ("Broker's Fee"). The amount of Broker compensation is stated in this Contract and is not prescribed by law or established by any membership organization with which the Broker is affiliated. Seller acknowledges that Broker's Fee shall be earned and payable in the event that:

(1) Seller enters into a sales contract during the listing period, with any buyer procured by seller, listing broker, or his sales associates, or other brokers or their sales associates, or any other buyer, provided the buyer performs and settles on said contract.

(2) Further, such Broker's Fee shall be paid if the Property is sold, exchanged, conveyed, or otherwise transferred within \_\_\_\_\_ days after the expiration of the Listing Period or termination of this Agreement (the "Protection Period") to anyone to whom the Property has been shown by Broker or anyone else, including the Seller, during the Listing Period, unless a valid listing agreement is entered into during the term of said Protection Period with another licensed real estate broker.

**B. Authority to Cooperate With and Compensate Other Brokers:** Seller authorizes Broker to cooperate with other brokers as subagents of Broker ("Subagents") and/or as brokers retained by prospective buyers to represent buyer's interests ("Buyer Agents and Dual Agents"). Broker shall pay to Subagent's Broker, who has earned and is entitled to share in the Broker's Fee, \_\_\_\_\_ % of the Sales Price. Broker shall pay to any Buyer Agent's Broker who has earned and is entitled to share in the Broker's Fee \_\_\_\_\_ % of the Sales Price.

**C. Payment of Broker's Fee:** Payment of Broker's Fee is due at Settlement, unless Seller, after contract acceptance, fails to perform or is otherwise in default of the sales contract, or executes a release of the sales contract to which the Broker is not a party. In such case, the Broker's entire fee is due no later than the agreed settlement date.

**D. Forfeiture of Deposit:** If the earnest money deposit ("Deposit") is forfeited, or if there is an award of damages by a court or a compromise agreement between the Seller and Purchaser, the Broker may accept and the Seller agrees to pay the Broker one-half of the Deposit in lieu of a Broker's Fee (provided Broker's share of any forfeited Deposit will not exceed the amount which would have otherwise been due at Settlement).

**E. Default by Buyer:** If Seller enters into a contract with a Buyer during the original listing period, and Buyer subsequently defaults, then the original listing period is extended by the number of days property was under contract.

**F. Attorney's Fees:** If Broker prevails in any action brought to obtain payment of the Broker's Fee, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

**7. AGENCY:** The State of Maryland and Washington, DC have each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and selling agents are associated with the same broker). For this reason, all applicable jurisdictional Agency disclosure forms have been made available to Seller who acknowledges receipt of those checked below:

**Maryland**

- Understanding Whom Real Estate Agents Represent
- Consent For Dual Agency

**Washington, DC**

- Disclosure of Dual Representation and Disclosure of Use of Designated Representative

**8. AUTHORIZATIONS:**

**A. Sign:** Seller authorizes Broker to install a "For Sale" sign on the Property, in accordance with applicable zoning ordinances and community association regulations.

**B. Marketing:** Seller authorizes Broker to market Property, including use of address and photographs, in media which may include, but not be limited to publications, the multiple list system (MRIS), Brokers' web sites and those of other MRIS authorized users, at Broker's discretion. Seller acknowledges that Broker is bound by the bylaws, policies and procedures and rules and regulations governing MRIS. Seller hereby authorizes Broker to report any contract of sale with sales price and terms of sale to MRIS for dissemination, in accordance with MRIS rules and policies.

**9. DISCLOSURE OF MATERIAL FACTS:**

**A. Indemnify:** Seller agrees to indemnify, save, and hold Broker and his sales associates harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts.

**B. Hazardous Materials and Conditions:** There are environmental conditions and hazardous materials that could affect the Property and sale. Broker does not have the technical expertise to advise Seller of their presence. Seller may employ an expert to inspect for same. In the event Seller conducts such tests and makes reports available to Broker, Seller authorizes Broker to make said reports available to prospective buyers.

**C. Amend as Applicable:** Seller agrees to amend in writing the applicable Disclosures, if any material change affecting the Property occurs during the Listing Period.

**10. OWNERSHIP:** Seller represents that no other person or entity owns any portion of the Property or has any ownership rights to the Property. Seller has the capacity to convey clear title.

**11. ENCUMBRANCES / LIENS:**

**A. Clear Title:** Seller warrants clear title and agrees to provide sufficient cash to discharge at settlement all liens and encumbrances including, but not limited to, existing deeds of trust, home equity loans, mechanic's liens, deferred transportation-related facility charges/taxes, tax judgment liens, property taxes, Coop, Condo, HOA fees or any specific unit assessments. Seller shall comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowner's or property owners' association or actions in any court on account thereof, against or affecting the Property on the date of settlement. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. In case action is required to perfect the title, such action must be taken promptly by the Seller at the Sellers' expense. Seller shall convey the Property by special warranty deed. Seller shall sign such affidavits, lien waivers, tax certifications and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lender(s) and/or lien holder(s).

**B. Liens:** Seller discloses to Broker the following existing liens/encumbrances against the Property and further agrees to disclose any new liens which arise during the Listing Period:

1). The Property is security for a first mortgage or Deed of Trust loan held by (Lender Name): \_\_\_\_\_  
Account# \_\_\_\_\_ with an  
approximate balance of \$ \_\_\_\_\_. Lender Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

2). The Property is security for a second mortgage or Deed of Trust loan held by (Lender Name): \_\_\_\_\_  
Account# \_\_\_\_\_ with an  
approximate balance of \$ \_\_\_\_\_. Lender Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

3). The Property is security for a line of credit or home equity line of credit held by (Lender Name): \_\_\_\_\_  
Account# \_\_\_\_\_ with an  
approximate balance of \$ \_\_\_\_\_. Lender Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

*Initial where applicable:*

4). \_\_\_\_\_ The Property is not encumbered by any mortgage or Deed of Trust.

5). \_\_\_\_\_ Seller is current on all payments for the loans identified in numbered items 1, 2, and 3 above.

6). \_\_\_\_\_ Seller is not in default on any loan identified in numbered items 1, 2, and 3 above; and has not received any notice(s) from the holder of any loan identified in numbered items 1, 2, and 3 above; or from any other lien holder of any kind, regarding a default under the loan; threatened foreclosure; notice of foreclosure; or the filing of foreclosure.

7). \_\_\_\_\_ There are no liens secured against the Property for Federal, State or local income taxes; unpaid real property taxes; or unpaid cooperative, condominium or homeowners' association fees/assessments; or utility liens.

8). \_\_\_\_\_ There are no judgments against Seller (including each owner for jointly held property). Seller has no knowledge of any matter that might result in a judgment that may potentially affect the property.

9). \_\_\_\_\_ Seller has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of the Listing Agreement.

10). \_\_\_\_\_ This Property is subject to an estate.

11). \_\_\_\_\_ There is a deceased co-owner.

12). \_\_\_\_\_ There is a pending divorce proceeding.

13). \_\_\_\_\_ Other legal proceedings: \_\_\_\_\_

14). \_\_\_\_\_ This transaction may result in a Short Sale. ("Short Sale Addendum to Listing Contract" must be attached.)  
During the term of the Listing Agreement, should any change occur with respect to answers 1-14 above, Seller shall immediately notify Broker and Listing Agent of such change in writing.

**C. Rights to Property:** Seller warrants that the Property is not subject to any right to purchase, lease or acquisition by virtue of an existing option, right of first refusal or other agreement. Seller agrees not to negotiate new leases, or extend existing leases, during the Listing Period without written notification to Broker.

**12. OWNERSHIP WITH ASSESSMENTS:**  Homeowners Association (HOA)

Name of Project/Subdivision: \_\_\_\_\_

Management Company: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Normal Assessment \$ \_\_\_\_\_ Additional/Special Assessment \$ \_\_\_\_\_

Outstanding Balance \$ \_\_\_\_\_ Seller agrees to abide by disclosure requirements of local statutes governing

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homeowner associations by completing required disclosure addenda and by furnishing Buyer, at Seller's expense, a current "resale" certificate and pertinent documents, for the Homeowner's Association in which Property is located.

**13. FAIR HOUSING LAWS:** In compliance with federal fair housing regulations, the Property shall be made available to all persons without regard to race, color, religion, national origin, sex, physical or mental handicaps or familial status. Additional protected classes exist for the District of Columbia, the State of Maryland and some local jurisdictions.

**14. CLOSING COSTS:** Seller acknowledges that Buyers have the right to select the title insurance company, settlement or escrow company or title attorney. Seller agrees to pay settlement costs including, but not limited to, the release of liens or encumbrances against the property, deed preparation, other legal document preparation, courier/delivery charges, reasonable settlement fees, and, in addition, transfer and recordation taxes and any other costs agreed upon in the sales contract.

**15. TAXES:** Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information at the time of settlement. In certain situations, the IRS requires a percentage (currently 10%) of the sales price to be withheld from Seller's proceeds (for the payment of capital gains tax due, if any) if Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates.

Seller represents that Seller is  OR is not  a foreign person for purposes of U.S. income taxation.

**16. GENERAL PROVISIONS:**

**A. Laws and Regulations:** Seller acknowledges that Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland.

**B. Competing Properties:** Seller understands that Broker may have or obtain listings of other similar properties and that potential buyers may consider, make offers on, or purchase through Broker properties that are similar to Seller's property. Seller consents to Broker's representation of Sellers and Buyers of other similar properties before, during and after the expiration of this Agreement.

**C. Subsequent Offers:** Upon receipt by Broker of a ratified contract of sale pursuant to this Listing Agreement, Broker shall have no further obligation hereunder to procure any additional purchase offers.

**D. Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing.) In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.

**E. Notice:** This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Seller and Broker (or Supervising Manager), and Delivered to the other party.

**F. Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.

**G. Definitions:** The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender.

**H. "Buyer"** means "purchaser" and vice versa.

**17. AUTHORITY TO DISCLOSE EXISTING OFFERS:** Seller is advised that prospective buyers or cooperating brokers may inquire of Broker or Broker's agents the existence of other offers for the purchase of the Property. Disclosure of other offers could result in the buyer making the highest and best offer as promptly as possible, or such disclosure could result in the interested buyer electing not to make an offer.

Owner(s) hereby: (Owner(s) to check appropriate box)

Authorizes Broker to disclose the existence of other offers on the Property in response to inquiries from buyers or cooperating brokers. Such disclosure will include the source of offers (the listing licensee, another licensee in the listing firm, or a cooperating broker).

**OR**

Does Not Authorize Broker to disclose the existence of other offers on the Property in response to inquiries from buyers or cooperating brokers.

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