



LISTING CONTRACT
(Exclusive Right to Sell)



1 This Listing Contract ("Contract") is entered into on the _____ day of _____, _____ by
2 F. C. Tucker Company, Inc. ("REALTOR®"), and real estate licensee/sales associate
3 _____ ("AGENT") and _____
4 _____ ("SELLER"), for the exclusive right to sell
5 real estate (the "Property") known as _____ in
6 _____ Township, _____ County, _____ Indiana,
7 which is legally described as: _____
8 _____

9 In consideration of mutual promises and services to be performed, AGENT is hereby appointed as the SELLER'S
10 agent with the irrevocable and exclusive rights to sell the Property, subject to the following terms and conditions.
11

12 A. TERM: This Contract shall be for a period of _____ months commencing on the _____ day of
13 _____, _____ and shall continue until 11:59 PM on the _____ day of
14 _____, _____, unless extended in writing by all parties. However, if the SELLER and a
15 purchaser sign a Purchase Agreement, Option to Purchase Real Estate, Right of First Refusal, or a Lease/Option to
16 Purchase during the term of this Contract, but the closing of the sale of the Property will not take place until after
17 the original term of this Contract, then this Contract shall automatically be extended to coincide with the closing
18 date.
19

20 B. PROFESSIONAL SERVICE FEE: SELLER agrees to pay REALTOR® a fee of 7% of the first \$300,000,
21 5% of the amount over \$300,000 to \$700,000, and 3% of any amount over \$700,000 of the gross sales price
22 (minimum of \$ _____), which shall be paid upon the occurrence of any of the following events:
23

- 24 1. At the time of the closing the sale, when title to or an interest in the Property is transferred to a purchaser; or
25
26 2. At the time of default by SELLER, if at the time, SELLER and a prospective purchaser have entered into a
27 fully executed, written Purchase Agreement; or
28
29 3. At the time the SELLER sells the Property to a purchaser procured in whole or in part by the efforts of
30 REALTOR®, AGENT, a cooperating Broker or the SELLER from the date of or during the term of this
31 Contract, if such sale occurs pursuant to a Purchase Agreement entered into within 180 days after this
32 Contract terminates; provided, however, this paragraph shall not apply if this Contract terminates and the
33 Property is listed exclusively with another licensed Broker; or
34
35 4. At the time of the closing of the sale pursuant to an option to purchase, right of first refusal or lease/option to
36 purchase entered into as of the date of this Contract or during the term of this Listing Contract
37 (or within the extension period with a purchaser with whom the SELLER had negotiations during the term
38 hereof) even though the exercise of the option and the closing takes place after the term and extension period
39 of this listing contract. Any commission required to be paid under terms (1) and (3) above, shall be
40 deemed payable at the closing of the transaction when title to or any interest in payment is transferred
41 to a purchaser. Any commission required to be paid under terms (2) and (4) above shall be deemed
42 payable on demand from REALTOR®.
43

44 5. SELLER has been advised of REALTOR®/AGENT Cooperative Compensation Policy, which is
45 _____ % of the gross sales price.
46

47 C. PRICE AND POSSESSION:
48 List Price: \$ _____ Possession Date: _____
49 SELLER represents that SELLER is is not delinquent on any loans which could constitute a lien
50 on the Property and the total loans affecting the Property do do not exceed the list price and costs of
51 sale. The SELLER is not a party to any bankruptcy proceeding. Also, SELLER has the capacity to convey

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52 the Property by a general Warranty Deed or by _____

53 _____

54 _____

55 **D. FINANCING:** SELLER'S Property may be sold for cash or by using any of the following financing methods
56 checked: Conventional InsuredConventional FHA VA Assumption Contract

57 Other _____ . SELLER shall pay discount points not to exceed
58 _____ . If the Property is located in a subdivision or condominium

59 project which has mandatory association fees and is to be sold using FHA or VA financing, then SELLER
60 represents that the development in which the Property is located currently is on the FHA and/or VA
61 approved list for financing. SELLER agrees to pay costs associated with financing not to exceed
62 _____ .

63 **E. PROPERTY OFFERED FOR SALE:** The above sales price includes the Property and all improvements and
64 fixtures installed or affixed thereto. The Property is described in detail on the Listing/Computer Profile Sheet.

65 **F. EXCLUSIONS:** SELLER hereby acknowledges that all items currently existing on or in the Property and NOT
66 crossed out will remain with the Property and be considered part of the real estate.

- 67 1. Any electrical or gas fixtures, LP gas tank
- 68 2. Window air conditioning units
- 69 3. Incinerator
- 70 4. Window shades, Venetian blinds
- 71 5. Awnings, TV antenna, mailbox
- 72 6. Wall-to-wall carpeting
- 73 7. Landscaping
- 74 8. Electronic garage door opener and
75 operating control units
- 76 9. Swing set, if set in concrete or children's playhouse
- 77 10. Outside gas grill and lights
- 78 11. Water softener, iron filter
- 79 12. Light fixtures, including swag lamps
- 80 13. Mirrors
- 81 14. Storage sheds, basketball goal
- 82 15. Below and above-ground pools and equipment
- 83 16. Cupola and weather vane

- 17. Gas logs and gas starter,
decorative electric fireplace
- 18. Trash compactor
- 19. Refrigerators, ice maker
- 20. Range/ovens
- 21. Microwave ovens
- 22. Electronic (invisible) fences and control
- 23. All draperies, curtains, poles or rods except

- 24. All storm windows and screens except

- 25. Wall mounts for electronics
- 26. _____
- 27. _____
- 28. _____
- 29. _____

86 SELLER hereby acknowledges that all items on lines 67 to 85 shall remain part of the Property, except the items
87 that SELLER has crossed out.

88 **G. SELLER DISCLOSURE:**

89 1. **SELLER DISCLOSURE OF PROPERTY:** SELLER will provide, as required by law, a SELLER'S
90 Residential Real Estate Sales Disclosure ("S.R.R.E.S.D.") and Lead Based Paint Disclosure form if required.
91 SELLER represents to the best of SELLER'S knowledge and belief, that the Property is structurally and
92 mechanically sound and all equipment to be included in the sale is in good operating condition, except as
93 indicated in the S.R.R.E.S.D. as provided. SELLER agrees that maintaining the good condition of the Property
94 and related equipment is SELLER'S responsibility during the period of the Contract and/or until purchaser's
95 time of possession, whichever is later.

96 2. **PROPERTY DEFECTS:** SELLER discloses the following known defects: _____
97 _____

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98 H. _____ CONSUMER HANDBOOK: SELLER acknowledges receipt, review and acceptance of the
99 terms and disclosures set forth in the F. C. Tucker Company, Inc. Consumer Handbook and has
100 executed and returned to SELLER'S AGENT the Acknowledgment/Consent Form set forth at
101 the beginning of the Consumer Handbook.

102 I. HOMEOWNERSASSOCIATIONFEES/DOCUMENTS:

103 SELLER acknowledges there are Homeowner's Association ("HOA") fees and/or assessments in the amount
104 of \$ _____ per _____, which have
105 been paid by SELLER through _____, _____. SELLER agrees to obtain
106 copies of all HOA documents and hereby releases, holds harmless, and waives all claims against REALTOR or
107 Agent based on the provision/transmission of the HOA documents from SELLER to any prospective
108 Purchaser. Seller agrees to indemnify and actively defend REALTOR and AGENT from any such claims related
109 to HOA documents or if not provided to Purchaser.

110 J. REALTOR® DISCLOSURES AND SELLER RESPONSIBILITIES:

111 1. SHOWING PROPERTY/BUYER ENTRY:

112 REALTOR® hereby advises SELLER that by listing the Property, SELLER is consenting to the
113 Property being shown to prospective purchasers by AGENT, other Brokers, and buyer's agents.
114 Showings may be conducted (i) by appointment; (ii) through use of a lock box system; and (iii) by
115 Open Houses. If the showing is conducted by Open House, SELLER is advised that prospective
116 purchasers may view the Property without the direct assistance of REALTOR®, AGENT other
117 Brokers, and buyer's agents. REALTOR® and AGENT advise SELLER that REALTOR® and AGENT, as the
118 listing agent, may not be present when a prospective buyer enters the Property with contractors, inspectors,
119 appraisers and/or other parties engaged by the prospective buyer to offer opinions and/or advice concerning the
120 Property.

121 2. LOCKBOX DISCLOSURE:

122 REALTOR® hereby requests, and SELLER grants permission, to use a lock box for a key permitting
123 access to the Property by participants of BLC and persons authorized by said participants. Unless
124 this paragraph is deleted, permission is deemed granted. SELLER authorizes Broker to make
125 duplicate keys.

126 3. SELLER hereby consents to the REALTOR® and/or AGENT using the Internet or any advertising media
127 to market the Property including, but not limited to, the use of digital or scanned
128 photographs and/or virtual tours. SELLER further consents to REALTOR® and/or AGENT
129 reproducing the photograph in flyers and brochures created to assist in the marketing of the Property.
130 SELLER understands that such photographs and/or virtual tours will provide the public with visual
131 information about the exteriors and interiors of the improvements located on the Property. SELLER
132 agrees to secure all valuables and to rely on SELLER'S own insurance in connection with any
133 dangers, damages, losses and/or security issues involved with visually displaying the property and
134 its improvements on the Internet, any advertising media, and through the use of brochures and flyers.

135 SELLER grants to REALTOR® an exclusive, non-revocable, copyright license to disseminate, publish,
136 modify and reproduce all of the content of this Listing Contract, including but not limited to, price and
137 terms of financing on a closed sale, photographs, drawings, written descriptions, narratives and motion
138 pictures obtained or produced by REALTOR® and sales associates of REALTOR® pursuant to this
139 Listing Contract to members of the Indiana Association of REALTORS®, The Metropolitan
140 Indianapolis Board of REALTORS®, to other Brokers upon request and to a BLC, Internet or any
141 advertising media. SELLER agrees that REALTOR® shall own rights, title and interest, including but
142 not limited to, any copyright in property images taken by photographers or Agents of
143 REALTOR®.

144 BLC INFO (IF APPLICABLE). It is understood that Realtor and AGENT may rely on the validity of the data
145 pertaining to this Listing Contract which has been provided by the SELLER, and the SELLER agrees that the
146 Broker may disclose the data to a Broker Listing Cooperative ("BLC"), Internet or any advertising media and

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147 that the REALTOR® and Agent may furnish notice to a BLC or other provider of all changes of information
148 concerning the Property. SELLER has been advised of the benefits of marketing a Property through a Listing
149 Cooperative. Excluding a Property from the Broker Listing Cooperative may result in a lower number of
150 offers received and a lower sales price.

151 **INFORMATION REGARDING PROPERTY.** SELLER acknowledges that the information on the
152 Listing Profile Sheet and SELLER'S Residential Real Estate Sales Disclosure Form (if applicable) is true
153 and correct, and that SELLER is the owner of the Property or is the authorized agent(s) of the true owner with
154 complete and full authority to act on behalf of the owner(s). SELLER further warrants that no other listing
155 contract is now in force with any other broker.

156 **4. INSURANCE COVERAGE:**

157 In connection with any and all such showings, REALTOR® advises SELLER to safeguard and
158 remove all valuables now located within the Property since REALTOR®, AGENT, other Brokers,
159 and buyer's agents are not and shall not be insurers against the loss of SELLER'S personal property.
160 SELLER is further advised to either obtain or maintain homeowner's and liability insurance for
161 SELLER'S personal and real property as well as injury to persons thereon. SELLER agrees to rely
162 on SELLER'S insurance for any injury and/or damage to SELLER'S real or personal property as well
163 as injury to persons thereon and hereby releases and waives any and all claims for damage which SELLER
164 might have against REALTOR®, AGENT, Broker, other Brokers, and buyer's agents. SELLER herewith
165 indemnifies and holds harmless said persons and entities in regard to any and all claims for damages
166 that may be asserted against them by third parties arising out of any and all such showings, and in
167 connection with the marketing of the Property through the use of photographs and/or virtual tours on
168 the Internet or in advertising material, as well as the use of photographs in brochures and flyers
169 created to market the Property.

170 **If the Property is vacant, or if SELLER intends to vacate the Property during the Term of this**
171 **Agreement, SELLER is advised to contact SELLER'S insurance provider concerning the adequacy and**
172 **type of insurance needed to protect the vacant Property.**

173 **5. TENANT OCCUPIED:**

174 SELLER has discussed the safeguarding and insuring of Tenant's person and personal property
175 located within said Property during the listing period. SELLER agrees to rely on Tenant's own
176 insurance policy or policies for any and all "damages," and hereby approves the above provisions
177 with respect to showings of the Property (lines 99 through 165) and authorizes placement of a lock
178 box on the Property.

179 **6. AGENCY DISCLOSURES:**

- 180 a. **Office Policy.** SELLER acknowledges receipt of a copy of the written office policies of REALTOR®
181 relating to agency in the Consumer Handbook.
- 182 b. **Agency Relationship.** SELLER acknowledges that AGENT has advised SELLER that the
183 Property may be sold with the assistance of other brokers and salespersons operating as buyer's
184 agents and the company policy of REALTOR® is to cooperate with such persons. AGENT
185 represents the interest of the SELLER as his/her agent to sell the Property. AGENT owes duties
186 of trust, loyalty, confidentiality, accounting and disclosure to SELLER. However, AGENT must
187 deal fairly with a buyer and disclose to the buyer information about the Property. Such
188 representations are made as the agent of SELLER. Buyer's agents are brokers and salespersons
189 who show the Property to prospective buyers, but who represent only the interests of the buyer.
190 Buyer's agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to
191 buyers. Representation made by buyer's agents about the Property are not made as the agent of the
192 SELLER.
- 193 c. **Informed Consent to Limited Agency.** AGENT often represents buyers as buyer's agents. If such a buyer
194 wishes to see the Property, AGENT has agency duties to both SELLER and buyer, and those duties may be
195 different or even adverse. SELLER hereby knowingly consents to AGENT'S acting as a limited agent for
196 such showings. If limited agency arises, AGENT shall not disclose the following without the informed
197 consent, in writing of both SELLER and buyer:



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- 198 (i) Any material or confidential information, except adverse material facts or risks actually known by
 199 AGENT concerning the physical condition of the Property and facts required by statute, rule, or
 200 regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the
 201 Property by the parties.
 202 (ii) That a buyer will pay more than the offered purchase price for the Property.
 203 (iii) That SELLER will accept less than the listed price for the Property.
 204 (iv) Other terms that would create a contractual advantage for one party over another party.
 205 (v) What motivates a party to buy or sell the Property.

206 In a limited agency situation, the parties agree that there will be no imputation of agency,
 207 knowledge or information between any party and the limited agent or among salespersons of
 208 REALTOR®. SELLER understands that he or she does not have to consent to AGENT'S limited
 209 agency and waives any claim SELLER may have now or in the future against REALTOR® or
 210 AGENT for acting as a limited agent.

211 7. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:**

212 SELLER acknowledges that REALTOR®, AGENT, and all sales associates associated with REALTOR®
 213 and buyer agents are NOT EXPERTS and have NO SPECIAL KNOWLEDGE or experience with regard to
 214 the evaluation or existence of possible lead based paint, radon, controlled substances or methamphetamine,
 215 **MOLD AND OTHER BIOLOGICAL CONTAMINANTS** ("Environmental Contaminants") which
 216 might exist and affect the Property. Environmental Contaminants at harmful levels may cause property
 217 damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in
 218 persons with immune system problems, young children and/or the elderly.

219 **SELLER agrees to consult with appropriate experts and accepts all risks for Environmental**
 220 **Contaminants and releases and holds harmless REALTOR®, AGENT and all sales associates and**
 221 **AGENTS associated with REALTOR®, and buyer agents and buyer agents' companies, from any**
 222 **and all liability, including attorney's fees and costs, arising out of or relating to any inspection,**
 223 **inspection result, repair, disclosed defect or deficiency affecting the Property, including, but not limited**
 224 **to Environmental Contaminants. This release shall survive the closing.**

225 **K. INDEMNITY:** If a dispute, claim or lawsuit arises at any time concerning the condition of the Property,
 226 the structures, improvements to the Property, Property defects, items which are not excluded under
 227 section F, incorrect information or SELLER'S failure to supply material information regarding the
 228 Property including, but not limited to, the condition of appliances, heating, plumbing, electrical, sewage,
 229 defects in structure, mold and/or other environmental conditions or hazards, location of Property lines
 230 and public and private restrictions on the use of the Property, then SELLER agrees to indemnify,
 231 actively defend and hold REALTOR®, AGENT and all agents of REALTOR® harmless
 232 from and against any damages, loss, liability, judgments, cost and expenses, including attorney
 233 fees and costs, which they may incur as a result of any such dispute.

234 **L. REALTOR®'s SERVICES:** REALTOR® represents that it is a member of MIBOR and its Broker
 235 Listing Cooperative. AGENT agrees to make an earnest and continued effort to sell the Property
 236 until a Purchase Agreement is accepted by SELLER, unless otherwise agreed, in accordance with the terms
 237 and conditions of Contract. REALTOR® and AGENT agree to cooperate with all other REALTORS® and
 238 Brokers in procuring or attempting to procure a Buyer for the Property. REALTOR® and AGENT may
 239 advertise the Property, through the Internet or any other advertising media, place a "For Sale" sign on
 240 the Property, and remove other signs. REALTOR® and AGENT may disseminate the information on
 241 the listing, including but not limited to, methods of financing and any changes in the information
 242 concerning the Property, to all members of MIBOR, the Broker Listing Cooperative, and other Brokers.
 243 SELLER agrees that REALTOR® may appoint or work with buyer's agents, to assist in performing
 244 the duties of REALTOR® according to the terms of this Contract. The price and terms of financing on a
 245 closed sale shall be disseminated to members of MIBOR and to other Brokers upon request, and shall be
 246 published in the MIBOR Market Data Service.



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Seller

Agent

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247 **M. AUTHORITY TO OBTAIN MORTGAGE INFORMATION:** SELLER hereby authorizes
248 SELLER'S lending institution to divulge all mortgage information to REALTOR® and to provide copies of
249 the note, mortgage and pay off, if required.

250 1. If SELLER'S mortgage is guaranteed by the Federal Housing Administration ("FHA"), or otherwise
251 has a prepayment penalty, SELLER agrees to give written notice to their lender (30 days before the
252 closing date) that the mortgage is to be prepaid from the sale proceeds of the Property; it being
253 acknowledged that SELLER'S failure to give said notice will result in a prepayment penalty equal to
254 one month's interest.

255 **N. HOME WARRANTY:** At the time of listing, SELLER —will —will not provide the Buyer a
256 Home Warranty, to be paid by SELLER at closing. IF SELLER will provide the limited warranty,
257 SELLER understands that limited coverage is effective on the Property during the term of the
258 Listing Agreement. Depending on the warranty company selected, SELLER may not have to pay for the
259 warranty if the Property is not sold and closed. Home warranties do not cover pre-existing conditions.
260 SELLER acknowledges that REALTOR® may receive compensation related to the purchase of the
261 home warranty.

262 **O. EARNEST MONEY:** Earnest money, tendered to AGENT with an accepted Purchase Agreement, shall be
263 be deposited in Escrow Account of REALTOR®, Buyer's agent or a title company until the sale is closed. In
264 the event the sale is not closed, the earnest money shall be disbursed based only on the mutual agreement of
265 the SELLER and purchaser, upon receipt of a Court order or pursuant to 876 IAC 8-2-2(d).

266 **P. OWNERSHIP:** SELLER represents that he/she/it has the legal capacity to convey the Property by a general
267 Warranty Deed or by _____
268 _____

269 **Q. FAIR HOUSING:** The Property shall be offered, shown and made available for sale to all persons without
270 regard to race, color, religion, sex, national origin, handicap, sexual orientation or familial status in accordance
271 with all State and Federal laws.

272 **R. NO CONTROL OF PROFESSIONAL SERVICE FEE:** The fee of REALTOR® is solely a matter of
273 negotiation between the REALTOR® and the SELLER and is not fixed, controlled, suggested, recommended
274 or maintained by MIBOR, the Broker Listing Cooperative, or by any persons not a party to the Contract.

275 **S. FURTHER CONDITIONS:** _____
276 _____
277 _____
278 _____
279 _____
280 _____

281 **T. SELLER ACKNOWLEDGEMENTS:**

282 1. SELLER discloses to REALTOR® and AGENT that SELLER holds Indiana Real Estate License
283 # _____.

284 2. SELLER has read and understands this Contract and the listing/computer profile sheet, and the information
285 contained therein is true and accurate to the best of his/her knowledge and belief.

286 3. SELLER understands that this Contract contains the entire agreement of the parties and cannot be changed
287 except by their written consent.

288 4. SELLER understands that no other contract or conditions exist other than set forth herein.



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- 289 5. SELLER represents that SELLER is is not a "Foreign Person" (individual or entity) and is
 290 is not subject to the Foreign Investment in Real Estate Property Tax Act.
- 291 6. SELLER understands that this Contract is binding upon the parties hereto, their heirs, administrators,
 292 executors, successors and assigns.
- 293 7. SELLER has received a copy of this Contract.
- 294 8. SELLER understands that if it becomes necessary for the REALTOR® or AGENT to retain an attorney
 295 or initiate any legal proceedings in order to secure payment of the professional service fee, then, in addition
 296 to all other sums to which the REALTOR® or AGENT may be entitled to recover, the REALTOR® shall
 297 also be entitled to recover court costs, reasonable attorney fees and interest at the rate of 12% per annum
 298 until the commission is paid or collected.
- 299 9. **SELLER hereby consents to the disclosure of any information that SELLER provides to AGENT**
 300 **except for information that SELLER instructs, in writing, to be kept confidential.**
- 301 10. SELLER understands that this Agreement may be executed simultaneously or in two or more counterparts,
 302 each of which shall be deemed an original, but all of which together shall constitute one and the same
 303 instrument. The parties hereto intend that electronically or digitally transmitted signatures constitute
 304 original signatures and are binding on all parties.
- 305 11. SELLER **DOES** **DOES NOT** authorize REALTOR®/AGENT to disclose the existence of
 306 multiple written offers to prospective buyers. IF SELLER DOES authorize such disclosure, SELLER
 307 **DOES** **DOES NOT** authorize the disclosure of the terms of each offer. (However, in the
 308 event one of the multiple offers has been submitted by AGENT on behalf of AGENT'S buyer, AGENT
 309 may not disclose the terms of AGENT'S buyer's offer or any other offers). **IF SELLER has authorized**
 310 **disclosure of the existence of offers on the Property, REALTOR® shall also disclose, if asked,**
 311 **whether offers were obtained by the listing licensee, another licensee in the listing company or by a**
 312 **cooperating Broker.**
- 313 12. **SELLER hereby agrees that AGENT, REALTOR® and affiliated business partners and unaffiliated**
 314 **third parties of REALTOR® as identified on pages 12-13 of the Consumer Handbook who are**
 315 **involved in the transactions contemplated by this Listing Contract may contact SELLER at**
 316 **SELLER'S personal telephone numbers until the REALTOR® and AGENT are provided written**
 317 **notice to not provide this information.**

318 _____
 319 SELLER

320 Phone # _____
 321 Res. _____ Ofc. _____

322 _____
 323 SELLER

324 Phone # _____
 325 Res. _____ Ofc. _____

 LICENSEE/AGENT

ACCEPTED BY:
F. C. TUCKER COMPANY, INC.
 REALTOR®/BROKER
 CO88600393

 MANAGER

 DATE



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