



# LISTING AGREEMENT ("AGREEMENT") OF THE GREATER KALAMAZOO ASSOCIATION OF REALTORS® (LIMITED DUAL AGENCY)



MLS # \_\_\_\_\_  
For office use only.

BROKER \_\_\_\_\_  
MEMBER \_\_\_\_\_  
OFFICE \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

1. **DEFINITIONS:** BROKERS: The terms "Broker" and "Brokers" refer collectively to the listing and selling real estate brokers, the brokers' officers, directors, agents, employees, licensees, and assigns.

2. **DURATION AND DESCRIPTION:** In consideration of Broker's efforts to market "The Property" described below, negotiate with potential Buyers and facilitate the details of the transaction, Seller \_\_\_\_\_

NAME

hereby grants Broker until 11:59 P.M. the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the exclusive right to sell The Property commonly known as \_\_\_\_\_

PROPERTY STREET ADDRESS

ZIP CODE

☐ City, ☐ Village, ☐ Township of \_\_\_\_\_ County of \_\_\_\_\_, Michigan TAX ID # \_\_\_\_\_

A. If the property is located in a subdivision or condominium:

Lot(s): \_\_\_\_\_ Unit(s): \_\_\_\_\_ Garage: \_\_\_\_\_ Port: \_\_\_\_\_ Storage Unit: \_\_\_\_\_  
NAME OF SUBDIVISION OR CONDOMINIUM PLAN

B. If unplatted, or if there is additional land, a complete legal description is required. Attach complete legal description or write complete legal description below.

THE PROPERTY

3. **PRICE AND TERMS:** The price of The Property is to be (\$ \_\_\_\_\_) \_\_\_\_\_ dollars in cash or any other price, terms, or exchange to which Seller may hereafter consent. All moneys must be paid in U.S. funds.

**ALL IMPROVEMENTS AND FIXTURES ARE INCLUDED** in the purchase price, including, if now in or on The Property, the following: all landscaping and plantings; plumbing; electrical; indoor and outdoor lighting fixtures and their bulbs and shades; heating and air conditioning equipment (excluding window units and portable units); garage door openers and transmitters; antennas and satellite dishes; ceiling fans; wall mounted hardware for TV's (excluding TV); wood burners, fireplace inserts and gas logs; built-in sound system wiring and built-in speakers; drapery and curtain hardware; window shades and blinds; wall-to-wall carpeting; stationary laundry tubs; water conditioning/filtration equipment (unless rented); water heaters (unless rented); sump pumps; LP tanks (unless rented); water pump and pressure tanks; underground sprinkling system and controller; built-in kitchen appliances; awnings; mail boxes; stationary outdoor grills; above-ground and underground pet fencing; security systems; outdoor play equipment; work benches; cabinetry; shelving; mirrors; smoke/fire detectors, carbon monoxide detectors; thermostats and timers; under-cabinet appliances; and storage sheds; pools and pool equipment; hot tubs and spas and all related equipment; screens, storm windows and doors; fireplace doors, screens and grates; and

except the following **RESERVED ITEMS:** \_\_\_\_\_

Rented Items: \_\_\_\_\_

Rented from: \_\_\_\_\_

4. **LEAD-BASED PAINT:** Seller acknowledges being informed of Seller's responsibility for compliance under 42 U.S.C. 4852d, regarding the disclosure of lead-based paint hazards to potential Buyers. ☐ Seller represents that the above-described residential dwelling was constructed after 12/31/77 and is thereby exempt under 42 U.S.C. 4852d, regarding lead-based paint disclosure regulations.

5. **RESIDENCE EXEMPTION:** Seller represents that the current Homeowner's Principal Residence Exemption on The Property is \_\_\_\_\_. Seller agrees to promptly notify Broker and Buyer, if any, in writing of any rescission of their current Principal Residence Exemption and/or any other change/s that may directly affect the exempt status of The Property prior to closing. Seller further agrees to notify Broker of any changes resulting from any reassessment notices.

6. **REQUIRED INFORMATION:** Mortgage/s: Lender name \_\_\_\_\_ Account # \_\_\_\_\_

Other Lenders/Liens: \_\_\_\_\_

Special assessments: Type: \_\_\_\_\_ Amount owed: \$ \_\_\_\_\_ Eligible to be paid in full ☐ Y ☐ N: \_\_\_\_\_

Home Owners Association: \_\_\_\_\_ Association Contact Info: \_\_\_\_\_

Association fees: \$ \_\_\_\_\_ Buy-in fees: \_\_\_\_\_ Other: \_\_\_\_\_

7. **BROKERS AND LICENSEES NOT REPRESENTING SELLER:** Seller has been informed by Broker that Seller may be contacted by Agents who do not represent Seller and who may be representing a potential Buyer as Buyer's Agents. Seller may be contacted by an Agent representing Seller in one transaction who may subsequently act as an Agent for a Buyer in another transaction. Seller understands that an Agent working for a Buyer has a duty to disclose all information to the Buyer that the Agent knows about either Seller or The Property. Seller may also be contacted by Agents who are not Agents of either the Seller or a potential Buyer. Seller understands that any information disclosed to any Agent or representative from another real estate office may be disclosed to potential Buyers.
8. **BROKER'S POLICY/POSSIBILITY OF DUAL AGENCY:** Broker, from time to time, enters into agreements with Buyers to serve as their Agent, for the purpose of arranging the purchase, lease, exchange or option of property. Seller desires that Broker include Seller's property in offerings to any such potential Buyers. Certain conflicts of interests may arise because Seller and potential Buyer have different interests to protect.
- Seller hereby consents to this Dual Agency, and agrees that, under such circumstances, the following provisions shall govern Broker's actions:
- A. Broker will not knowingly say anything or do anything which might place one party at a disadvantage, such as disclose personal confidences; and
  - B. Broker shall assume a role as an intermediary, facilitator, and/or mediator to assist Buyer and Seller; and
  - C. Broker shall not disclose to Buyer that Seller might accept a price other than the listing price; nor shall Broker disclose to Seller that Buyer might be willing to pay a higher price; and
  - D. The brokerage fee agreed to be paid by Seller to Broker in this Listing Agreement shall remain unchanged and the entire brokerage fee shall be paid to Broker.
9. **BROKERAGE FEE:** The Brokerage fee for services rendered is established by mutual agreement between the parties to this agreement. Broker commissions are not set by law and are fully negotiable. Seller agrees to pay Broker \$\_\_\_\_\_ (US Funds) plus \_\_\_\_\_ (%) percent of the purchase price, with a minimum fee upon sale of \$\_\_\_\_\_, (collectively, the "Brokerage Fee"), if during said period, The Property is sold by anyone; or if anyone produces a Buyer ready, willing and able to purchase The Property; or if it shall be sold within \_\_\_\_\_ months after expiration date of this Agreement (Protection Period) to any person or persons with whom Seller, Broker or any licensed real estate broker/agent has had negotiations, offered or dealt with for the sale thereof during the listing period, unless The Property is re-listed with a licensed real estate broker. In the event an option is granted during the term of this Agreement or within the Protection Period to a proposed Buyer with whom anyone has had negotiations, offered or dealt with, for the sale thereof, during the listing period, the fee shall be deemed earned even if the option is exercised after the expiration of the Protection Period. If after expiration of the listing and prior to signing of an option The Property has been re-listed with a licensed real estate broker, the fee shall not be deemed earned.
10. **BROKER COOPERATION AND FEE SHARING:** Seller and Broker agree to offer, as compensation, a portion of the total fee due to other MichRIC participants as follows:
- A. ☐ Offer sub-agency to such other MichRIC participants. ☐ Not offer sub-agency to such other MichRIC participants. (Check only (1) one)
  - B. (fill in a number for each blank; a flat fee amount may be included here as well)
    - \_\_\_\_\_ % of the purchase price to Sub-agents with a minimum amount of \$\_\_\_\_\_. (Only fill in if sub-agency is offered.)
    - \_\_\_\_\_ % of the purchase price to Buyer agents with a minimum amount of \$\_\_\_\_\_.
    - \_\_\_\_\_ % of the purchase price to Agents not representing Buyer or Seller with a minimum amount of \$\_\_\_\_\_.
- When an offer is received, the selling fee requested may be higher than the amount being offered. If Seller agrees to pay the higher amount, the Brokerage Fee shall be increased accordingly, but at no time shall the listing broker be required to accept a lesser fee than agreed.
11. **PAYMENT OF BROKERAGE FEE:** Seller hereby acknowledges that Broker is entitled to payment of the brokerage fee at the time it is earned in accordance with the Brokerage Fee paragraph.
12. **IMPUTED KNOWLEDGE:** Imputed Knowledge is knowledge attributed to a person (because of a person's legal responsibility for another's conduct) even though the person does not have actual knowledge. Seller agrees that knowledge of information relating to the Buyer, The Property, or the transaction by Broker or Broker's licensees shall not be imputed to any other licensee affiliated with Broker.
13. **SELLER DISCLOSURE:** Seller acknowledges that Seller is bound by the provisions, obligations and penalties of the Michigan Seller's Disclosure Act. Seller further acknowledges that Seller is required to provide Broker or prospective Buyer or Buyer's Agent a written Seller's Disclosure Statement before the execution of a binding Buy and Sell Agreement. Seller shall provide updated Seller's Disclosure Statement if required by law. Seller acknowledges and understands that failure to provide a prospective Buyer a signed Seller's Disclosure Statement may enable Buyer to terminate an otherwise binding Buy and Sell Agreement prior to the close of sale. In addition, Seller acknowledges and understands that in the event Seller provides the Seller's Disclosure Statement after entering an otherwise binding Buy and Sell Agreement, a prospective Buyer may terminate the Buy and Sell Agreement by delivering written notice to the Seller within 72 hours after delivery of the Seller's Disclosure Statement in person, or within 120 hours after delivery of a Seller's Disclosure Statement by registered mail. Seller further acknowledges that if Broker becomes aware of any material defects in The Property, Broker is hereby authorized to disclose same to Buyer.
14. **HEATING FUEL** Such as propane, fuel oil, firewood, pellets, etc. which is owned by Seller and located on The Property will become the property of Buyer at the time of possession. Seller shall deplete the existing supply only by normal usage.
15. **LAND DIVISION ACT:** If the sale of The Property creates a land division, Seller is advised that Seller must comply with all terms and conditions of the Land Division Act and applicable local ordinances. Broker makes no representations regarding any of Seller's rights or obligations under the Land Division Act. Seller is advised to contact an attorney regarding Seller's rights and obligations under the Land Division Act.
16. **MARKETABLE TITLE:** Seller agrees to convey marketable title to The Property subject to conditions, limitations, building and use restrictions, and easements of record ("Exceptions"). As evidence of marketable title, Seller shall furnish Buyer, at Seller's expense, an Owner's Policy of Title Insurance in the amount of the purchase price.
17. **DUE ON SALE:** Seller understands that selling or transferring The Property does not relieve Seller of any mortgage obligation or other indebtedness to which The Property is subject, unless otherwise agreed to by the lender or required by law or regulation.
18. **SELLER'S REPRESENTATION:** Except as otherwise disclosed in writing, Seller represents to the best of Seller's knowledge and belief that:
- A. There is no pending or threatened litigation, administrative action or claim relating to The Property.
  - B. The Seller has not been notified of any mandatory utility connections or upcoming assessments.
  - C. The Seller is the owner of title to The Property in the condition required for performance hereunder.
  - D. There are no existing violations of any laws, statutes, ordinances, regulations, orders or requirements of any governmental authority affecting The Property.
  - E. I represent I am a US citizen.
19. **INVESTIGATIONS:** Broker is hereby authorized to advise any prospective Buyer to have investigations performed as provided for in the GKAR Buy and Sell Agreement. Seller shall have utilities turned on for investigations.

20. **WELL/WATER QUALITY/SEPTIC EVALUATIONS:** If The Property has a private well and/or septic system, Seller acknowledges that Seller may be required to provide to Buyer an evaluation report of the well/water quality and/or septic system after a Buy and Sell Agreement is signed and prior to closing. Broker recommends that Seller obtain such evaluations in accordance with said Buy and Sell Agreement. Seller may be required by applicable governmental authority, or by contractual provisions, to pump the septic system and/or take other remedial actions regarding the well/water quality and/or septic system.
21. **MAINTENANCE:** Seller shall be responsible to insure, secure, maintain and winterize The Property. Broker shall not be responsible or liable for such matters.
22. **ACCESS AND INDEMNIFICATION:** Seller agrees to provide licensees and other parties authorized by Broker with reasonable access to The Property, including all improvements on The Property, for the purpose of showing The Property to prospective Buyers and for service providers to perform services and investigations in conjunction with a proposed sale of The Property. Once a binding Buy and Sell Agreement is executed with a potential Buyer, Seller may be requested to have ALL utilities on for Buyer's investigations and appraisals. Utilities include, but are not limited to, electric, natural gas, propane, heating oil, sewer and water. Seller shall be solely responsible for de-winterization, re-winterization and any and all costs. If a tenant occupies The Property, consent of the tenant is required. Seller shall cooperate to obtain the consent of the tenant. Seller is advised to verify the existence of or obtain personal property insurance through Seller's insurance agent. Broker recommends that Seller safeguard or remove all valuables and prescription medication. Seller acknowledges that neither GKAR, Multiple Listing Service ("MLS"), MichRIC, listing and cooperating Brokers is an insurer against injury, loss or damage to person(s) or property. Seller releases and agrees to defend, indemnify and hold harmless GKAR, MLS from any responsibility for injury, loss or damage to person(s) or property arising out of showing The Property or resulting from the use of a lockbox.

Additional Instructions: \_\_\_\_\_

23. **SELLER'S MOTIVATION:** Seller authorizes Broker to disclose to a Buyer the following reasons for selling The Property: \_\_\_\_\_
24. **SELLER OFFERED CONCESSIONS:** As an inducement to potential buyers, Seller authorizes Broker to promote and convey Seller's willingness to pay up to \$ \_\_\_\_\_ or \_\_\_\_\_ % of actual sales price as a financial concession. Such offer shall be non-binding on Seller until such time as a binding Buy and Sell Agreement is reached with such terms included.
25. **GKAR/MLS/MICHRIC AUTHORIZATION AND SELLER OPT-OUT CHOICES:** Seller grants Broker permission to submit The Property to GKAR, MLS, and MichRIC. In accordance with the policies and procedures adopted by GKAR, unless Seller chooses otherwise, Seller's property listing will be displayed on the Internet, the address of the listed property will be displayed on the Internet, third parties may be allowed to write comments or reviews about the listed property, and an automated estimate of the market value of the listed property (or hyperlink to such estimate) may be displayed in conjunction with the listing for the listed property, except as noted below. Broker's obligations under this section shall be limited to those matters within Broker's direct control.
- A. ☐ Seller hereby advises Broker that **Seller does not want the listed property to be displayed on the Internet**. Seller understands and acknowledges that consumers who conduct searches for listings on the Internet will not see information about Seller's Property in response to Internet searches.
- B. ☐ Seller hereby advises Broker that, although **Seller does want the listed property to be displayed on the Internet**, Seller **does not want the address of the listed property to be displayed on the Internet**.
- Regarding "Virtual Office Websites", as defined by the Bylaws of the Greater Kalamazoo Association of REALTORS®:
- C. ☐ Seller hereby advises Broker that **Seller does not want to allow third parties to write comments or reviews** about the listed property or display a hyperlink to such comments or reviews in immediate conjunction with the listing for the listed property.
- D. ☐ Seller hereby advises Broker that **Seller does not want to allow third parties to display an automated estimate of the market value** of the listed property (or hyperlink to such estimate) in immediate conjunction with the listing for the listed property.

26. **CANCELLATION:** This contract can be cancelled only if Seller and Broker agree in writing.
27. **AUTHORIZATION AND DATA:** Seller hereby authorizes Listing Broker to place a sign, lockbox (lockbox does not ensure security), photograph, video, sketch, create floor plans, obtain information on Seller's encumbrances, utility and other costs of The Property, and advertise The Property using the descriptive materials set forth here or on related forms. Seller acknowledges and represents that Seller authority to grant and hereby does grant to Broker an irrevocable non-exclusive license to (1) use all information, sketches, photographs, digital images, video, audio, and virtual tours, and any compilation thereof (collectively the "Data") provided by Seller or Seller's third party vendor for marketing and advertising Seller's property including producing compilations and derivatives of the Data and (2) to cooperate with Brokers to enforce any and all interests, including registering and enforcing copyrights, that Seller or Seller's third party vendor may have in such Data.
28. **OFFERS:** Seller authorizes Broker to restrict the presentation of any offer to purchase The Property to a time when a licensee from Listing Broker is available to advise Seller with respect to the offer. Upon acceptance of a Buy and Sell Agreement for The Property, Broker shall not be required to present any subsequent offers.
29. **HEIRS AND SUCCESSORS:** This contract binds Seller, Broker, their personal representatives and heirs, and anyone succeeding to their interest in The Property.
30. **SALE or SOLD:** The terms "Sale" or "Sold" shall be deemed to include but not be limited to any exchange or trade to which Seller consents. In the event of an exchange or trade, Broker is permitted to represent and receive compensation from Seller and Buyer.
31. **CONSENT TO FEES:** Seller acknowledges that Broker may be offered placement fees, finder's fees or other consideration from service providers who become involved in the sale of The Property. Seller hereby grants Broker permission to receive such fees and/or consideration.
32. **COUNTERPARTS/SIGNATURES:** This Agreement may be signed in one or more counterparts each of which will be deemed to be an original copy of this Agreement and all of which, when taken together will be deemed to constitute one Agreement. The exchange of copies of this Agreement and signature by personal service, facsimile, or other electronic means commonly in use, or any other means permitted by applicable state or federal statute shall constitute effective execution and delivery of this Agreement as to The Parties, and may be used in lieu of the original Agreement for all purposes. Copies shall be deemed to mean any duplicate, reproduction or similar exact imitation of the original executed Agreement. Signatures of The Parties delivered as described above shall be deemed to be their original signatures for all purposes and shall be deemed valid and binding upon The Parties as if their original signatures, initials and modifications were present on the documents in the handwriting of each party. Seller shall not assert the statute of frauds or non-enforceability or validity of this Agreement because of facsimile or similar electronic device copies being used, and Seller specifically waives and relinquishes any such defense. The Seller agrees to provide an original signed document to Broker upon request.

33. **LIMITATION:** Seller or Broker agree that any and all claims or lawsuits between the parties relating to this agreement must be filed no later than six (6) months after the date of termination of this agreement. The parties waive any statute of limitations to the contrary.
34. **NON-DISCRIMINATION:** Seller agrees not to discriminate because of race, color, national origin, age, sex, disability, religion, marital or familial status, and agrees to comply with any other applicable Federal, State and/or local non-discrimination provisions with respect to the sale or lease of The Property.
35. **RENTAL PROPERTY:** If The Property is rented now or if it shall be rented at any time during the term of this listing, Seller shall supply a copy of rental agreement to Broker and disclose the existence and terms of any oral rental agreements. Seller agrees that once a binding Buy and Sell Agreement is executed:
- A. None of the tenants occupying The Property shall be entitled to any concessions, rebates, allowances or free rent for any period after the closing date.
  - B. Seller will not enter into any agreement pertaining to The Property or any modification of, or release from, an existing lease or rental agreement, without the prior written consent of the Buyer.
  - C. Seller shall provide copies of all leases and security deposit information to Buyer or Selling Broker within three days of the last dated acceptance of the Buy and Sell Agreement.
  - D. Seller shall notify Buyer or Selling Broker in writing of the possession rights of any person or entity, including, but not limited to, tenants. If Seller does not provide such notice and copies within such three days, Seller warrants that no other person or entity has possession rights.
36. **NOTE OR CHECK FOR EARNEST DEPOSIT:** Broker will not be responsible for collection of earnest money deposit checks that do not clear or promissory notes on which Buyer defaults.
37. **HOME SURVEILLANCE:** Seller understands that use of audio surveillance devices during showings, open houses or inspections of The Property may result in a violation of State or Federal criminal wiretapping statutes.
38. **OTHER ITEMS:** \_\_\_\_\_
39. **SELLER ACKNOWLEDGES THAT SELLER HAS CAREFULLY READ THIS AGREEMENT, INCLUDING PAGES 1, 2, 3 AND 4 AS WELL AS ANY ATTACHMENTS, BEFORE SIGNING. THE TERMS OF THE LISTING AGREEMENT, INCLUDING BROKER COOPERATION AND FEE SHARING WILL BE REFLECTED AS AN OFFERING TO SELLING BROKERS; HOWEVER, THE SELLER IS ADVISED TO CAREFULLY REVIEW ANY SUBSEQUENT BUY AND SELL AGREEMENT TO CONFIRM THAT THE TERMS AND CONDITIONS OF THAT OFFER ARE ACCEPTABLE TO SELLER, SUCH TERMS, INCLUDING PERSONAL PROPERTY, FIXTURES, RESERVED ITEMS, POSSESSION, ETC. MAY BE DIFFERENT FROM THIS LISTING AGREEMENT.**
40. **RECEIPT, ACKNOWLEDGMENT AND ACCEPTANCE:** Seller acknowledges receipt of a copy of this Agreement which contains all terms agreed to by the parties. This Agreement is accepted by \_\_\_\_\_, Agent(s) for Broker.

(PRINT NAME)

**Signature(s)**

(Broker's Agent): _____	Seller: _____	Seller: _____
Primary Phone: _____	Primary Phone: _____	Primary Phone: _____
Secondary Phone: _____	Secondary Phone: _____	Secondary Phone: _____
	Address: _____	Address: _____
	City, State, Zip Code: _____	City, State, Zip Code: _____
Fax: _____	Fax: _____	Fax: _____
E-mail: _____	E-mail: _____	E-mail: _____