



**Brokers and Agents Protected
Open Listing Agreement**

This agreement signed on the _____ day of _____, 20____, by and between

_____ (Owner)

-and

_____ (Broker)

who agree as follows:

The Owner is selling the following described property, which is located at

The owner permits the Broker to show the property while the property is for sale and procure a buyer. If the Brokers buyer purchases the property the owner will pay the Broker a commission.

Commission – The owner agrees to pay the Broker a commission of _____ percent (%) of the sale price should the Broker find a purchaser ready, willing, and able to pay at least \$ _____ dollars (for the property or such other sum as may be accepted by Owner. Said commissions are payable only upon closing.

Non-Exclusive - The Owner retains the right to sell the property directly on his or her own behalf with no sales commission to Broker, so long as the Broker did not find the purchaser. The Owner further has the right to list the property with other brokers.

6 Month Carry Over - If a sale is made within 6 months after this agreement terminates to parties found by the Broker during the term of this agreement, and the buyer has been disclosed to Owner, Owner shall pay the commission specified above.

Forfeit of Deposit - If a deposit of money is forfeited by a purchaser produced by the Broker, one half of the deposit shall be retained by the Broker, and the other half of the deposit shall be paid to the Owner.

Sold Signs – If the broker brings the purchaser, both the Home Sellerpak Sold sign as well as the Brokers Sold sign will be displayed on the property.

Advertising (Please check one)

The Broker is permitted to advertise the property For Sale

The Broker is not permitted to advertise the property For Sale

Owners Rights – The owner may take the property off the market at any time for any reason. The owner has the right to reject any offer for any reason even if it is greater than the minimum asking price.

Owner

Broker