

KEY REALTY EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

1. SELLER'S INFORMATION

Seller: _____
Realty Address: _____ **(Legal on File)**
City of: _____ **County of:** _____ **State of:** Nevada **Zip:** _____
Commencement Date: _____ **Expiration Date:** _____

2. TERMS OF SALE

Sales price will be: \$ _____
Sales price will be the sum of: _____ (Dollars)
The following financing terms will be considered:
 Cash Conventional Loan FHA Loan VA Loan
 Owner will Carry AITD Lease Option Assumable

3. COMMISSION

- A. Listing Brokerage commission is fully negotiable.
- B. Listing Brokerage is authorized to cooperate with other Brokerages in the marketing, sale or exchange of the realty.
- C. Listing Brokerage commission will be paid from Owner's proceeds at close of escrow.
- D. Listing Brokerage commission is irrevocably assigned by owner at the time of sale to Listing Broker.
- E. Commission will be _____% of the final sales price and split as follows.
 - 1. _____% of the final sales price to the Listing Brokerage.
 - 2. _____% of the final sales price to the Buyer's Brokerage.
- F. Commission will be paid provided the Buyer's Brokerage procures a buyer during the above time period or written extension.
- G. Commission will be paid if the realty is sold, exchanged, or otherwise transferred during the above listing period.
- H. Commission will be paid, if there is a sale by anyone, including the owner.
- I. Commission will be payable upon default by Owner.
- J. Commission will be payable on mutual rescission by Buyer and Owner which prevents completion of the purchase.

4. OWNER'S OBLIGATIONS AND WARRANTIES

- A. Owner agrees to make available to Listing Brokerage and prospective buyers all relevant data pertaining to the realty.
- B. Owner agrees to allow Listing Brokerage and cooperating Brokerages to show realty at reasonable times with reasonable notice.
- C. Owner agrees not to obstruct the Listing Brokerage's performance.
- D. Owner, upon the sale of the realty, will promptly deposit in escrow all instruments necessary to complete the sale.
- E. Owner has completed the Sellers Real Property Disclosure Statement and allows Listing Brokerage to distribute copies.
- F. Owner warrants the accuracy of the information furnished with respect to the realty.
- G. Owner agrees to hold the listing Brokerage harmless from any liability arising out of incorrect or undisclosed information.
- H. Owner agrees to notify Listing Brokerage within seven (7) days of changes in rentals, expenses, or other material aspects.
- I. Owner to consider a 1031 exchange.
- J. Owner warrants that he or she is the owner of record of the realty **OR**
- K. Owner has given authority to the undersigned to execute this Agreement on behalf of the Owner(s) of record (proof on file).

[_____] [_____] Owner's Initials
I have read and understand this page

[_____] [_____] Agent's Initials
I have read and understand this page

Property Address: _____

5. OWNER'S INSTRUCTIONS AND AUTHORIZATIONS

- A. Owner instructs Listing Brokerage to list and market the realty using the following tools:
- | | |
|---|---|
| 1. <input type="checkbox"/> Multiple Listing Service (MLS) | 5. <input type="checkbox"/> Distribute marketing flyers to area businesses |
| 2. <input type="checkbox"/> Place a "For Sale" Sign on the realty | 6. <input type="checkbox"/> Distribute marketing flyers in the neighborhood |
| 3. <input type="checkbox"/> Place a lockbox on the realty | 7. <input type="checkbox"/> Distribute marketing flyers to other top agents |
| 4. <input type="checkbox"/> The Internet with address | 8. <input type="checkbox"/> Hold an open house with one (1) week's notice |

Owner's initials - those not marked will not be done by the agent at Owner's request

- B. Owner authorizes the following items to be completed and agrees to pay for the following reports:
- | | |
|--|----------|
| 1. <input type="checkbox"/> Obtain a Preliminary Title Report not to exceed a cost of | \$ _____ |
| 2. <input type="checkbox"/> Obtain a Structural Inspection not to exceed a cost of | \$ _____ |
| 3. <input type="checkbox"/> Obtain a Roof Certification not to exceed a cost of | \$ _____ |
| 4. <input type="checkbox"/> Obtain a Pest & Dry Rot Inspection not to exceed a cost of | \$ _____ |
| 5. <input type="checkbox"/> Obtain a Home Warranty not to exceed a cost of | \$ _____ |
| 6. <input type="checkbox"/> Obtain a Home Warranty with a pool not to exceed a cost of | \$ _____ |
| 7. <input type="checkbox"/> Obtain a Mold Inspection not to exceed a cost of | \$ _____ |

Owner's initials - those not marked will not be done by the agent at Owner's request

***** Owner is aware of the benefits of these inspections according to NAC 113.150.**

- C. Owner authorizes Listing Brokerage to display the following fees. These fees will cover the previous twelve (12) months:
- | | |
|---|--|
| 1. <input type="checkbox"/> Electric Fees | 4. <input type="checkbox"/> Gas Fees |
| 2. <input type="checkbox"/> Water Fees | 5. <input type="checkbox"/> Sewer Fees |
| 3. <input type="checkbox"/> Tax Fees | 6. <input type="checkbox"/> Association Fees |

Owner's initials - those not marked will not be done by the agent at Owner's request

INITIAL OR N/A ON EACH OF THE FOLLOWING

- D. Owner will allow buyer's agent to present in person. Listing agent will prepare a net sheet. _____(initial if agreed)
- E. Owner wants buyer or buyer's agent to fax or email offers directly to the listing agent who will present in person to the owner and discuss with the owner. Listing agent will prepare a net sheet for the owner. _____(initial if chosen)
- F. Owner wants buyer or buyer's agent to fax, email or present all offers in person without the listing agent present. Listing agent is not involved in any form and will not prepare a net sheet. _____(initial if chosen) Must sign authorization form and waiver form.
- G. Owner wants direct communication with the buyer without buyer's agent or listing agent. Listing agent is not involved in any form and will not prepare a net sheet. _____(initial if chosen) Must sign authorization form and waiver form.
- H. Owner agrees to make a decision within three hours of receiving offers. yes no
- I. Seller authorizes agent to reject any offer that is less than _____% of the list price.
- J. Agent must disclose info on "D" through "I" in the MLS listing.

6. LOCKBOX INFORMATION

- A. A lock box is a depository for a key to the above premises.
- B. A lock box will provide access to the interior of the premises by participants of the Multiple Listing Service (MLS).
- C. If persons other than the Owner occupy the realty, Owner must obtain the occupants written permission for use of the lock box.
- D. No brokerages, MLS, or the Association of REALTORS® are insured against, resulting from the use of a lockbox:
- Theft
 - Loss
 - Damage
 - Vandalism
- E. Owners are advised to verify their insurance coverage and, if necessary, obtain appropriate insurance.

Owner's Initials
I have read and understand this page

Agent's Initials
I have read and understand this page

Property Address: _____

7. BROKERAGE'S OBLIGATIONS, FAIR HOUSING, ATTORNEY FEES

- A. Listing Brokerage agrees to use due diligence in effecting a sale of realty.
- B. State and federal laws prohibit discrimination in all real estate transactions.
- C. In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

8. LIMITATION OF BROKERAGE

Real Estate Brokerages and agents are not qualified to give legal, tax, accounting, or insurance advice.

9. ENTIRE AGREEMENT AND ADDITIONAL TERMS AND CONDITIONS

- A. This document contains the entire agreement of the parties and supersedes all prior agreements.
- B. There are no other representations with respect to the realty which are not expressly set forth.
- C. Any modifications must be in writing and signed and dated by both parties.
- D. Owner acknowledges that he or she has not relied on any other statements of the real estate Agent or Listing Brokerage.
- E. The owner/seller agrees to vacate within 30 days or less upon acceptance of an offer.
- F. Seller agrees to offer bonuses to buyers' brokerage an amount of \$_____.
- G. Seller agrees to contribute \$_____ towards buyers' costs.
- H. Seller agrees to contribute \$_____ to the listing agent if sold within _____ days.
- I. Any agent contribution must be stated below with the dollar amount listed.
- J. Seller agrees to leave all utilities on until close of escrow.
- K. Seller verifies that this is not a flipped property. That means the seller has owned it for at least six months.
- L. If any inspection or title search reveals a negative result, the seller or Key Realty can either cancel or continue with the contract.

10. ADDITIONAL TERMS AND CONDITIONS

11. AUTHORIZATION

The undersigned Owner hereby grants the undersigned Listing Brokerage the exclusive authorization and right to sell the above named realty. Owner also acknowledges understanding of all clauses and acknowledges a receipt of a copy of this Agreement.

Date: _____

Date: _____

Owner's Signature: _____

Brokerage: Key Realty

Owner's Signature: _____

Agent's Signature: _____

Owner's Address: _____

Address: 9890 S. Maryland Parkway, Suite200

Las Vegas, Nevada 89123

Phone/Fax: _____

Phone/Fax: 702-313-7003 / 702-933-3603

E-Mail: _____

E-Mail: _____

[] [] Owner's Initials
I have read and understand this page

[] [] Agent's Initials
I have read and understand this page