



Listing Agreement for Improved 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# _____

Parking Space(s) # _____ Storage Unit(s) # _____

1. **SELLER (List all Sellers):** _____

Mailing address, if different: _____

Office Telephone: _____ Office/Home Fax: _____

Home Telephone: _____ Cell Phone(s): _____ / _____

Email Addresses: _____ / _____

2. **BROKER:** Thos. D. Walsh, Inc., Realtors MRIS BROKER CODE 37985 OFFICE ID: TDW1

Office Address: 3333 B Connecticut Ave., N.W., Washington, DC 20008

Office Telephone: (202) 237-8488 Office Fax: (202) 244-6939

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. Please be aware that certain parking spaces and storage units may be Common Elements for general use, Limited Common Elements, or separately Deeded as stated in the association documents.

Unit #	Separately Deeded?	Conveys? If so, #
Parking Space(s) #		
_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
Storage Unit(s) #		
_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

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4. **LISTING PRICE:** The Property is offered for sale at a listing price ("Listing Price") of \$ _____ with a 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.

6. **BROKER'S FEE:**

A. **Fee:** Seller agrees to pay to Broker _____ % of the sale price or \$ _____ (strike one) and an additional flat fee in the amount of \$ _____ as Broker's Fee ("Broker's Fee"). The amount of Broker's Fee 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

- Consent for Dual Representation and Designated Representation in the District of Columbia

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.

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B. Key and KeyBox:

1) Use: Seller authorizes Broker to allow key-entry showings and the installation of a KeyBox and the delivery of door access keys for use by the Greater Capital Area Association of REALTORS®, Inc. ("GCAAR") members and members of current REALTOR® Associations Signatory to the ELECTRONIC KEYBOX SERVICE AGREEMENT ("Authorized Users") to access the Property and to accompany prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspecting the Property. Affiliate or non-affiliate members (i.e., inspectors, appraisers, estimators) may have access for their business purposes with permission of the Listing Agent through One Day Showing Codes for a definitive period of time.

2) Limited Access Showing Codes: Seller hereby: (Seller to initial applicable line):

ONE DAY Showing Code:

_____/_____/_____ **AUTHORIZES** use of a one day showing code.

_____/_____/_____ **DOES NOT AUTHORIZE** use of a one day showing code.

It is understood by Seller that there is a possibility that a person may use the access code in an unauthorized manner. Therefore, caution should be used with these codes as such codes will allow certain individuals to access the property without an electronic record as to their identity. The seller recognizes that it is often desirable and advantageous to Seller and may expedite the sale of their Property to have such access available.

3) Leased Property: If the Property is under lease during the Listing Period, Seller will furnish Broker with a written authorization, signed by all lessees, authorizing the use of a KeyBox and/or keys.

4) Private Insurance: Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate insurance through Seller's own insurance company.

5) Liability: Seller agrees that he, his heirs and assigns shall indemnify, save and hold harmless said Broker, his agents, and his affiliated brokers, salespeople, cooperating brokers, subagents, affiliate members with key(s) and with KeyBox access and other individuals who have use through a One Day Access Code and the Greater Capital Area Association of REALTORS®, Inc., from any and all claims, loss or liability arising from the use of said key(s) or Key Boxes, including Broker's negligence, breach of contract or any wrongdoing exclusive of gross negligence or willful misconduct. Seller assumes all risk of any loss, damage and injury, except those caused by gross negligence or willful misconduct of any party.

9. MARKETING/VIRTUAL OFFICE WEBSITES ("VOW"):

Internet Marketing Options: Certain features may be displayed on the websites of MLS participants, including:

Seller to Initial **YES** **NO**:

_____/_____

1) Seller authorizes the listed Property to be displayed on the internet.

If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see information about the listed property in response to their search.

Initial here _____/_____

If "No" was selected for Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Options 2-4

_____/_____

2) Seller authorizes the listing address, (including house/unit numbers and street name) to be displayed on the internet.

If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see this particular information about the listed Property in response to their search.

Initial here _____/_____

_____/_____

3) Seller authorizes the display of an automated estimate of the market value of the property (or a hyperlink to such estimate) on MLS participants' websites.

_____/_____

4) Seller authorizes the display of unedited comments or reviews of the property (or display a hyperlink to such comments or reviews) on MLS participants' websites. (aka the "Blogging Feature")

During the term of this agreement, Seller may, by written request to Broker, authorize Broker to enable or disable use of either feature as described above. Broker agrees to promptly transmit the request to the MLS. Broker is further authorized to and shall market the Property through various means including, but not limited to entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, interior and exterior photographing the Property and installing a lock box. Seller authorizes Broker to market Property, including use of address and interior and exterior photographs, in media which may include, but not be limited to publications at Broker's discretion. Seller acknowledges that Broker is bound by the bylaws, policies and procedures and rules and regulations governing MRIS and the Key Box system seller. 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.

10. INCLUSIONS/EXCLUSIONS: Unless otherwise negotiated in the sales contract, the sales price shall include those items of personal property as described in the attached INCLUSIONS/EXCLUSIONS DISCLOSURE. It is recommended that this Disclosure be left at the Property for prospective buyers.

11. PROPERTY CONDITION AND DISCLOSURE OF MATERIAL FACTS:

A. Legal Requirement: Seller acknowledges that the Broker has informed Seller of Seller's obligations to provide a property condition disclosure to prospective buyers, as defined in applicable jurisdictional forms attached hereto.

B. 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.

C. 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.

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

12. LEAD PAINT REGULATIONS: A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES. Seller and any agent involved in the transaction are required to retain a copy of the completed Federal Lead-Based Paint Disclosure Form for a period of three (3) years following the date of settlement.

13. TERMITE/WOOD-DESTROYING INSECTS: Seller agrees to provide access to the Property for an inspection to determine evidence of infestation by termites and/or other wood-destroying insects. This inspection is in addition to the pre-settlement inspection and other inspections as agreed to in the sales contract. The inspection shall include the house, garage or other outbuildings and any fences abutting the house, as may be required by the sales contract. If infestation or damage exists, then prior to or at settlement, Seller agrees, at Seller's expense, to treat infestation and repair damage in accordance with the terms of the contract of sale or lender requirements. In the event Seller accepts a contract that includes VA financing, Seller agrees to reimburse Buyer for the reasonable cost of said inspection.

14. ENCUMBRANCES/LIENS/OTHER TITLE MATTERS: 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 and 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.

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).

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Seller discloses to Broker that the following are the only existing liens/encumbrances against the Property and further agrees to disclose any new liens which arise during the Listing Period:

Yes/No:

- / 1). The Property is security for a first mortgage or Deed of Trust loan held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____ .
- / 2). The Property is security for a second mortgage or Deed of Trust loan held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____ .
- / 3). The Property is security for a line of credit or home equity line of credit held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____ .
- / 4). The Property is owned FREE AND CLEAR of any liens/loans or equity lines of credit. Please note that a lien may still exist if there is an equity line of credit even if the seller has no current balance on the equity line.
- / 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 seller 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 and must notify Broker in the event that they file during the term of this agreement.
- / 10). This Property is subject to an estate.
- / 11). There is a deceased co-seller. A death certificate will be required at settlement.
- / 12). There is a pending divorce proceeding. Please attach a copy of any Separation Agreement.
- / 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.

15. OWNERSHIP WITH ASSESSMENTS: Condominium OR Cooperative OR Homeowners Association (HOA)

Name of Subdivision/Project: _____
Management Company: _____
Address: _____ Telephone #: _____
Normal Assessment \$ _____ Additional/Special Assessment \$ _____
Outstanding Balance \$ _____ Seller agrees to abide by disclosure requirements of local statutes governing condominiums, cooperatives or homeowner associations by completing required disclosure addenda and by furnishing Buyer, at Seller's expense, a current "resale" certificate and pertinent documents, for the Cooperative, Condominium and/or Homeowner's Association in which Property is located.

16. SMOKE DETECTOR REQUIREMENTS: Seller shall have smoke detectors installed and operational in accordance with the requirements of the jurisdiction in which the Property is located prior to settlement of any sale.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

Seller(s) hereby Authorizes OR Does NOT Authorize

The 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).

22. BINDING AGREEMENT:

A. This Agreement contains the entire legally binding agreement between Seller and Broker and cannot be changed except with written consent of all parties. Any prior discussion between the parties concerning this subject matter is superseded by this Agreement.

B. This Agreement shall survive execution and delivery of the deed and shall not be merged therein. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each party. Further, this Agreement is binding upon the parties, their personal representatives, successors, heirs and assigns.

C. This Agreement shall be interpreted and construed in accordance with the laws of the jurisdiction where the Property is located.

D. Seller hereby acknowledges that he has read and understands this Agreement, understands he may seek legal advice prior to signing it, and acknowledges that all information provided to Broker by Seller is true and correct to the best of Seller's knowledge. Seller hereby acknowledges receipt of a copy of this legally binding agreement and agrees to be bound by its terms and conditions.

23. **TERMINATION:** This Agreement may be terminated prior to the expiration date only by mutual written Agreement of the Parties.

24. **ADDITIONAL TERMS:**

Please check if only sole seller

Seller Date Company: **Thos. D. Walsh, Inc., Realtors**

Seller Date By: _____
Broker/Supervising Manager (Signature) Date

Seller Date **Daniel E. Walsh, Broker GRI**
Broker/Supervising Manager (Print Name)

NOTE: If signing for any other seller of Property, attach appropriate Power of Attorney or Letter of Administration as applicable. An Original document will be required for settlement.

Listing Agent Date