

Open Listing Agreement

Date: _____

This Open Listing Agreement ("Agreement") is made between:

Seller Name(s): _____

Address of Property: _____

("Seller") and **Broker:** _____, a licensed real estate broker ("Broker").

1. Exclusive Authorization

The Seller hereby grants the Broker a non-exclusive right to act as a real estate agent to find a purchaser for the property described above. The Seller retains the right to list the property with other brokers or to sell the property directly without obligation to the Broker unless the Broker was the procuring cause of the sale.

2. Listing Price

The listing price of the property is \$_____ or other price acceptable to the Seller.

3. Broker's Commission

In the event that during the term of this Agreement the Broker produces a ready, willing, and able buyer on terms acceptable to the Seller, the Seller agrees to pay the Broker a commission of _____% of the sale price, or \$_____. No commission shall be due if the property is sold by the Seller or any other broker, unless the Buyer was introduced to the Seller by the Broker or the Broker is the procuring cause of the sale.

4. Term of Agreement

This Agreement shall commence on _____, and expire on _____, unless extended in writing by both parties.

5. Seller's Duties

- Cooperate with the Broker in showing the property to prospective buyers.
- Provide accurate information about the property.
- Notify the Broker if the property is sold, leased, or withdrawn from the market.

6. Broker's Duties

- Use reasonable efforts to market the property.
- Communicate all offers to the Seller in a timely manner.
- Comply with all applicable laws and regulations.

7. Miscellaneous

- This Agreement constitutes the entire agreement between the parties.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of the state/province of _____.

Seller's Signature

Date

Broker's Signature

Date