



**AUSTIN/CENTRAL TEXAS REALTY INFORMATION SERVICE (ACTRIS)
RESIDENTIAL REAL ESTATE LISTING AGREEMENT
MULTIPLE LISTING SERVICE (MLS)
EXCLUSIVE RIGHT TO SELL AGREEMENT**

THIS FORM IS FURNISHED BY THE AUSTIN/CENTRAL TEXAS REALTY INFORMATION SERVICE FOR USE BY ITS PARTICIPANTS. USE OF THIS FORM BY PERSONS WHO ARE NOT PARTICIPANTS OF ACTRIS IS NOT AUTHORIZED.

1. PARTIES: The parties to this Listing Agreement are:

Seller: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Broker: _____

Broker's Associate: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Seller appoints Broker as Seller's **sole and exclusive agent** and grants to Broker **the exclusive right to sell the Property**. All notices shall be in writing and effective when hand-delivered, mailed, or sent by facsimile transmission to the above.

2. PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. **Land:** Lot _____, Block _____, _____
Subdivision/Addition, Section _____, Phase _____ City of _____
in _____ County, Texas known as _____
(property address / zip code), or as described on attached exhibit. *If Property is a condominium, attach Condominium Addendum (TAR 1401).*

B. **Improvements:** The real property, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. **Accessories:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

D. **Exclusions:** The following improvements and accessories will be retained by Seller and removed prior to delivery of possession: _____

The land, improvements and accessories are collectively referred to as the "Property".

Initialed for Identification by Broker/Associate _____ and Seller _____, _____

E. Owners' Association: The property is is not subject to mandatory membership in an owners' association. The name of the owners' association is: _____

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following Listing Price: \$_____. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. The sale of the Property may be sold or financed through any one or combination of the following terms (*mark all that apply*):

- a Conventional loan;
- a V.A. guaranteed loan;
- a loan financed by the Seller;
- a loan under the Texas Veteran's Housing Assistance Program;
- other: _____;
- cash; or through such other terms as Seller may accept. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas in accordance with the terms as set out in Paragraph 12.A.(1) of the TREC promulgated contract or as otherwise agreed by Seller and a buyer. **NOTICE: Broker does not guarantee that the Property will be appraised or sold for the Listing Price nor does Broker guarantee any net amount Seller might realize from the sale of the Property.**
- an F.H.A. insured loan;
- a down payment assistance program;
- an assumption of an existing note;

4. **TERM:**

- A. This Listing begins on _____ and ends at 11:59 P.M. on _____.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.
- C. The parties' agency relationship can be terminated at any time; however, the contractual provisions and obligations will survive and can only be modified or terminated by the mutual agreement of both parties.

5. **BROKER'S FEE AND COMPENSATION OF OTHER BROKERS:**

A. Fee: When earned and payable, Seller will pay Broker a fee of:

- (1) _____% of the sales price or \$_____.

Broker will allow other Brokers to show the Property to prospective Buyers. Broker will offer to pay the other Broker a fee as described below if the other Broker procures a Buyer that purchases the Property.

(a) ACTRIS Participants: If the other Broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other Broker as follows:

- 1. if the other Broker represents the Buyer: _____% of the sales price or \$_____; and
- 2. if the other Broker is a subagent: _____% of the sales price or \$_____.

(b) Non-ACTRIS Participants: If the other Broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other Broker as follows:

- 1. if the other Broker represents the Buyer: _____% of the sales price or \$_____; and
- 2. if the other Broker is a subagent: _____% of the sales price or \$_____.

- (2) Other: _____

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Broker individually or in cooperation with another Broker procures a Buyer who enters into a contract with Seller to purchase the Property;
- (2) Broker individually or in cooperation with another Broker procures a Buyer ready, willing, and able to purchase the property at the Listing Price and on terms stated in Paragraph 3 or at any other price and on terms acceptable to Seller;

- (3) Seller sells, exchanges, agrees to sell, or agrees to exchange the Property to anyone at any price on any terms; or
- (4) Seller breaches this Listing Agreement.

C. Payable: Once earned, Broker's fee is payable at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing Agreement; or
- (4) at such time as otherwise set forth in this Listing Agreement.

D. Not Payable: Broker's fee is not payable if a sale of the Property does not close or fund as a result of:

- (1) Seller's failure, without fault of Seller, to deliver to a Buyer a deed or a title policy as required by a contract for sale of the Property;
- (2) Loss of ownership due to foreclosure or other legal proceeding; or
- (3) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for sale of the Property.

E. Other Fees:

- (1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a Buyer who breaches a contract for sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5.E.(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.
- (2) Service Providers: If Broker refers Seller or a prospective Buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5.E.(2) is in addition to any other compensation Broker may receive under this Listing.
- (3) Transaction Fees or Reimbursable Expenses: _____

F. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for _____ days. "Sell" means any transfer of any interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property by Broker during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5.F. survives termination of this Listing. This Paragraph 5.F. will not apply if:
 - (a) Seller agrees to sell the Property during the protection period; and
 - (b) the Property is exclusively listed with another licensed Texas REALTOR® at the time the sale is negotiated; and
 - (c) Seller is obligated to pay the other Broker a fee for the sale.

G. County: All amounts payable to Broker are to be paid in cash in _____ County, Texas.

H. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing or as otherwise agreed.

6. **LISTING SERVICES:** Broker is a member of ACTRIS and _____ Board/Association of REALTORS® and is bound by its rules.

ACTRIS is a multiple listing service (MLS). An MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS also describes the price, terms and conditions under which the Seller's property is offered for sale including but not limited to the listing broker's offer of compensation to other brokers. Listing property with an MLS exposes a seller's property to all real estate agents and brokers who are participants or subscribers to the MLS, and potential buyer clients of those agents and brokers. The MLS may further transmit the MLS database, with the Broker's authorization, to Internet sites that post property listings online, including national compilations of properties.

A. Broker will file this Listing with ACTRIS by the earlier of the time required by MLS rules or five (5) days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

Notice: As the status of and/or information about the Property changes, Broker will report changes within twenty-four (24) hours to ACTRIS. Seller authorizes Broker, upon a final and closed sale of the Property to submit information about the sale, including price and terms, to the MLS for publications to subscribers for market evaluation or appraisal purposes and for disclosure of the sales price to bona fide customers and clients. **Any information or data, including all information about a sale, shall become the property of the ABoR/ACTRIS for all purposes. NOTICE: Submission of information to ACTRIS ensures that persons who use and benefit from ACTRIS also contribute information.**

Owner's Name to be withheld from the ACTRIS system. _____ (Seller initials required to authorize.)

B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) until _____ days after the date this Listing Agreement begins for the following purpose(s): _____

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation, including sold data. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.** _____ (Sellers Initial Here)

C. Seller instructs Broker not to file listing with the Multiple Listing Service (MLS) or any other listing service. **Seller acknowledges and understands that this marketing option offers less than full market exposure and: (a)** real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; **(b)** Seller's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and **(c)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property. _____ (Sellers Initial Here)

7. **ACCESS TO THE PROPERTY:**

A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:

Initialed for Identification by Broker/Associate _____ and Seller _____, _____

- (1) access the Property at reasonable times;
- (2) authorize other Brokers, their Associates, Inspectors, Appraisers, and Contractors to access the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: _____

C. Keybox: **A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for Brokers, their Associates, Inspectors, Appraisers, and Contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks, i.e., unauthorized entry, theft, property damage, or personal injury. Neither the Austin Board of REALTORS® nor the MLS requires the use of a keybox.**

- (1) Broker is is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement, (e.g. TAR 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. Photos: Broker is is not authorized to place interior photos of this property in the MLS System.

E. Internet:

- (1) Broker is is not authorized to place listing on Broker's and on ABoR approved websites, or other approved data-aggregator websites, including by not limited to AustinHomeSearch.com and REALTOR.com.
- (2) Seller should check one of the following:
 - (a) I choose to have information about my property be available for display on other brokers' and/or agents' Internet websites.
 - OR -
 - (b) I choose not to have information about my property be available for display on other brokers' and/or agents' Internet websites. (If Seller chooses 2(b), E(1) must be "is not authorized")
- (3) Property address will will not be available for display on Internet. (If no box is marked, address will not be displayed.)
- (4) An automated valuation of the property listing or a link to an automated valuation of it may will not be displayed adjacent to the listing on VOWs.
- (5) Comments or reviews of the property by persons other than the displaying broker may will not be displayed with or attached as a link to the listing data of the property on VOWs.

8. AGENCY RELATIONSHIPS:

- A. Seller acknowledges receipt of the attached exhibit entitled "Information About Brokerage Services", which is incorporated in this Listing for all purposes.
- B. Broker shall exclusively represent Seller in negotiations for the sale of the Property unless Seller authorizes Broker, as set forth below, to act as Intermediary in the event Broker also represents a Buyer who offers to purchase the Property (*Choose either 8.B. (1) or 8.B. (2)*).
 - (1) Intermediary Relationship Authorized: Broker may show the Property to interested prospective Buyers who Broker represents. If a prospective Buyer who Broker represents offers to purchase the Property, Seller authorizes Broker to act as an Intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives:

Initialed for Identification by Broker/Associate _____ and Seller _____, _____

- (a) If a prospective Buyer who Broker represents is serviced by an Associate other than the Associate servicing the Seller under this Listing, Broker may notify Seller that Broker will:
 - 1. appoint the Associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and,
 - 1. appoint the Associate then servicing the prospective Buyer to the prospective Buyer for the same purpose.
- (b) If a prospective Buyer who Broker represents is serviced by the same Associate who is servicing the Seller, Broker may notify Seller that Broker will:
 - 1. appoint another Associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective Buyer; and,
 - 2. appoint the Associate then servicing the Seller under this Listing to the Seller for the same purpose.
- (c) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 8B(1) and, in such an event, the Associate servicing the parties will act solely as Broker's Intermediary representative, who may facilitate the transaction **but will not render opinions or advice during negotiations to either party.**

If Broker acts as an Intermediary between Seller and a Buyer, Broker:

- (a) **may not disclose to the Buyer that the Seller will accept a price less than the asking price (Listing Price) unless otherwise instructed in a separate writing by the Seller;**
- (b) **may not disclose to Seller that the Buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the Buyer;**
- (c) **may not disclose any confidential information or any information Seller or a Buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party, required to disclose the information by the Real Estate License Act or a court order, or the information materially relates to the condition of the Property;**
- (d) **shall treat all parties to the transaction honestly; and**
- (e) **shall comply with the Real Estate License Act.**

- (2) Intermediary Relationship not Authorized: Broker shall exclusively represent Seller and may not act as an Intermediary between Seller and a Buyer. Seller understands (*Broker choose (a) or (b)*):
 - (a) Broker exclusively represents Sellers of real property and does not represent Buyers; or
 - (b) Broker represents both Buyers and Sellers of real property. However, Broker shall not show the Property to any Buyer who Broker represents.

9. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

10. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a Buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker:
 - (1) may advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet according to Paragraph 7.E.;
 - (2) may place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;

Initialed for Identification by Broker/Associate _____ and Seller _____, _____

- (3) may furnish comparative marketing and sales information about other properties to prospective Buyers;
- (4) may disseminate information about the Property to other Brokers and to prospective Buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) may obtain information from any holder of a note secured by a lien on the Property;
- (6) may accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) may accept option money and forward it to Seller in accordance with a contract for the sale of the Property;
- (8) must, according to ACTRIS Rules and Regulations, disclose the sold price and terms of closed sale to other ACTRIS Members;
- (9) may in response to inquiries from prospective Buyers and other Brokers, disclose whether the Seller is considering more than one offer, provided that Broker will not disclose the terms of any competing offer unless specifically instructed by Seller;
- (10) may advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (11) may place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).
- (12) must report any status change (including Option Period) to ACTRIS within 24 hours of change according to ACTRIS Rules and Regulations.

C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

11. SELLER'S REPRESENTATIONS, WARRANTIES, AND AGREEMENTS:

A. Except as provided below, Seller represents and warrants to Broker that:

- (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and has the legal capacity to convey the Property;
- (2) Seller is not now a party to a listing agreement with another broker for the sale, exchange, or lease of the Property;
- (3) any pool, spa and required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- (4) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
- (5) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
- (6) the Property is not subject to the jurisdiction of any court;
- (7) the Name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____;
- (8) Seller learned of Broker's firm by: _____;
- (9) all written information relating to the Property provided to Broker by Seller is true and correct;
- (10) Exceptions: _____

B. Seller further agrees to:

- (1) cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- (2) not rent or lease the Property during this Listing without Broker's prior written approval;

Initialed for Identification by Broker/Associate _____ and Seller _____, _____

- (3) not negotiate with any prospective buyer who may contact the Seller directly, but will refer all prospective buyers to Broker;
- (4) not enter into a listing agreement with another broker for the sale, exchange, or lease of the Property to become effective during the term of this Listing;
- (5) maintain any pool, spa and required enclosures, fences, gates, and latches in compliance with all applicable laws and ordinances;
- (6) provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- (7) **complete all disclosures and notices required by law or a contract to sell the Property; and**
- (8) **amend or update all applicable disclosures and notices if any material changes occur during this Listing.**

12. LIMITATION OF LIABILITY:

- A. Broker is not responsible or liable in any manner for personal injury to a person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's gross negligence, including but not limited to injuries and damages caused by:
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) acts of third parties (e.g. vandalism, theft);
 - (3) acts of nature (e.g. freezing water pipes);
 - (4) a dangerous condition on the Property; and
 - (5) Seller's or the Property's non-compliance with any law or ordinance.
- B. Broker is not responsible for the security of the Property or for inspecting the Property on any periodic basis. If the Property is or becomes vacant during the Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property.
- C. Seller agrees to protect, defend, indemnify, and hold harmless Broker, Broker's associates, and the Board/Association/ACTRIS from any and all damages, costs, attorney's fees, and expenses that:
 - (1) are caused by Seller, negligently or otherwise;
 - (2) **arise from Seller's failure to disclose any material or relevant information about the Property;** or
 - (3) are caused by Seller giving incorrect information to any person.

13. SPECIAL PROVISIONS:

- 14. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 15. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

16. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party shall recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

17. SELLER'S DISCLOSURE NOTICE: §5.008 of the Texas Property Code requires a seller of residential real property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract for the sale of the Property unless otherwise exempt by statute. (Mark either A. or B.)

A. Seller represents that the attached Seller's Disclosure Notice was completed by Seller, to the best of Seller's knowledge and belief, and discloses all known material defects and material facts affecting the Property.

In addition, Seller agrees to provide Broker with any reports, notices, or other information known or obtained by Seller regarding individual repairs to the Property costing over \$500, tests, treatments, insurance claims, and warranty claims affecting the Property.

Seller further agrees to update or amend this Seller's Disclosure Notice as may be necessary to provide current information about the Property, to correct previous mistakes or incorrect information, or to otherwise comply with applicable Texas law. Seller authorizes Broker to furnish prospective buyers and other brokers with copies of the Seller's Disclosure Notice.

B. Seller represents to Broker that the sale of the Property qualifies for an exemption from §5.008 of the Texas Property Code and does not require a Seller's Disclosure Notice. Seller is advised to consult an attorney regarding the application of §5.008 to the Property and should not rely on any statement from Broker.

18. ADDENDA AND OTHER DOCUMENTS: The Information About Brokerage Services (TREC Form OP-K) as discussed in Paragraph 8.A. is attached and incorporated into this Listing by reference. Other addenda and documents that Seller may need to provide are (mark all applicable boxes):

- A. Seller's Disclosure Notice (§5.008 Texas Property Code);
- B. Condominium Addendum to Listing (TAR 1401);
- C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978) (TAR 1906);
- D. Addendum for Property Located in a Certificated Service Area of a Utility Service Provider (TAR 1927);
- E. Request for Information from an Owners' Association (TAR 1405);
- F. Request for Mortgage Information (TAR 1413);
- G. Information about On-Site Sewer Facility (TAR 1407);
- H. Information about Special Flood Hazard Areas (TAR 1414);
- I. Keybox Authorization by Tenant (TAR 1411);
- J. Seller's Authorization to Release and Advertise Certain Information (TAR 1412);
- K. Disclosures or addenda required by a relocation company or Seller's employer;
- L. Environmental Assessment, Threatened or Endangered Species, and Wetlands Addendum (TAR 1917);
- M. Energy Conservation Audit (if Applicable); and
- N. Other: _____

19. AGREEMENT OF PARTIES:

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

B. Assignability: Neither party may assign this Listing without the written consent of the other party.

- C. **Binding Effect:** Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. **Joint and Several:** All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. **Governing Law:** Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

20. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between Brokers are not fixed, controlled, recommended, suggested, or maintained by the Austin Board of REALTORS®, MLS, or any listing service.**
- B. **Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes, i.e., creed, status as a student, marital status, sexual orientation, or age.**
- C. **Seller may review the information Broker submits to an MLS or other listing service.**
- D. **Broker advises Seller to remove or secure jewelry, prescription drugs, and other valuables.**
- E. **Statutes or ordinances may regulate certain items on the Property, i.e., swimming pools and septic systems. Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- F. **Broker shall not be obligated to continue to market the Property after Seller has entered into a binding contract to sell the Property. If a subsequent or back-up offer for the sale of the Property is submitted to Broker after Seller has entered into a binding contract to sell the Property, Broker shall shall not submit the subsequent or back-up offer to Seller. If Broker is to submit subsequent or back-up offers and if the contract form used does not specifically provide such rights, the Seller shall specifically state in such contract that "Seller may continue to show the Property for sale and receive, negotiate, and accept back-up offers unless expressly prohibited in writing by the parties to the contract."**
- G. **If the Property was built before 1978, Federal law requires the Seller to:**
 - (1) **provide the Buyer with the federally approved pamphlet on lead poisoning prevention;**
 - (2) **disclose the presence of any known lead-based paint or lead-based paint hazards in the Property;**
 - (3) **deliver all records and reports to the Buyer related to such paint or hazards; and**
 - (4) **provide the Buyer a period up to 10 days to have the Property inspected for such paint or hazards.**
- H. **Residential Service Contracts are available from Residential Service Companies licensed under Article 6573b, Texas Civil Statutes. A Residential Service Contract is an agreement whereby the Residential Service Company may, under the terms of the agreement, repair or replace all or any part of the appliance, or electrical, plumbing, heating, cooling, or other systems. Any Residential Service Contract that is purchased in connection with this transaction should be reviewed for the scope of coverage, exclusions, and limitations. The purchase of a Residential Service Contract is optional.**
- I. **The Internal Revenue Service (IRS) requires a Closing Agent to report the gross sales price, seller's tax identification number, and other required information to the IRS. Seller shall provide to any Closing Agent such information at time of closing. IRS requires a Buyer of real property to withhold a percentage of the sales price from the Seller if the Seller is a foreign person. A foreign person includes nonresident aliens, foreign corporations, foreign partnerships, foreign trusts, or foreign estates. In most sales the Seller will be required to deliver an affidavit that Seller is not a foreign person. Seller certifies that Seller is is not a foreign person.**

Residential Listing concerning _____

J. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney, BEFORE signing.

Broker's Printed Name License No.

Seller Date

By: _____
Broker's Associate's Signature Date

Seller Date

Initialed for Identification by Broker/Associate _____ and Seller _____, _____

INFORMATION ABOUT BROKERAGE SERVICES
as prescribed by SB 489

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner’s agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer’s agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner’s agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner’s agent anything the buyer would not want the owner to know because an owner’s agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer’s agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer’s agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer’s agent anything the owner would not want the buyer to know because a buyer’s agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker’s obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act.

A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties’ consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If You Choose to Have a Broker Represent You, you should enter into a written agreement with the broker that clearly establishes the broker’s obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Seller(s)

Date

Initialed for Identification by Broker/Associate _____ and Seller _____, _____