

SAMPLE EXCLUSIVE RIGHT TO SELL

In consideration for services to be rendered by agent, specifically, listing and procuring a purchaser for the property described below, the parties agree to the following exclusive listing contract for the real property located at:

[list real estate to be sold]

along with the following fixtures and improvements:

[specify improvements and fixtures included]

The minimum selling price for this property will be *[minimum list price]* dollars (\$*[numeral amount]*), which shall be payable according to these terms:

The agent shall be authorized to hold and accept a deposit in the amount of *[list price]* dollars (\$*[numeral amount]*) as a deposit and to apply this deposit toward the purchase price.

If said property is traded, sold, or otherwise disposed of, whether by owner(s) or by any other, during the time this contract is in effect, the agent shall receive from this sale or trade a commission of *[write out percent]* percent (*[numeral percent]*%) of the purchase price. In the event that this property is traded or sold within *[list number of days]* days of the expiration of this agreement, the said commission shall be due and payable on demand.

The owner(s) also agree to prove good and merchantable title of record, by furnishing a certificate of title, and also agree to convey by good and sufficient warranty deed or guaranteed title on payment in full.

This listing contract shall remain in effect until *[list date contract expires]*, 19*XX*.

Date: _____

[owner signature]

Owner

[owner signature]

Owner

I accept this listing and agree to act dilligently adn promptly in procuring a buyer for this property.

Agent: _____ Date: _____