



LISTING AND MARKETING AGREEMENT



1 Property located at (Municipal Number) _____ City _____ Zip _____ Lot _____
 2 Square/Parcel _____ Subdivision _____
 3 or Legal Description _____ Parish of _____, LA

4 EMPLOYMENT

5 The undersigned Seller(s) hereby engages undersigned Broker its successors and assigns for Seller's exclusive brokerage service and grants to Broker the sole and exclusive right to market and to sell, exchange or
 6 otherwise arrange to transfer the above described real property at the price as below outlined, or any other price that Seller agrees to accept. The manner in which the Property shall be marketed and advertised by Broker
 7 will be determined at the sole discretion of Broker. Said marketing shall include, but not be limited to, print advertising and internet advertising. Any costs incurred for said marketing shall be at the sole expense of Broker.
 8 Seller agrees to pay Broker professional brokerage fees amounting to \$ _____ or _____ percent of the gross amount of any agreement to sell, exchange or other type of transfer. This brokerage fee is
 9 earned when Seller enters into any agreement to sell, exchange or otherwise transfer title to a buyer. Broker and Seller's Designated Agent are authorized to cooperate with other brokers. Broker may pay a portion of the
 10 brokerage fee stated above to such other broker in any manner Broker may see fit. Closing Agent is authorized to disburse said fee according to Broker's instructions.

11 This employment and authority shall begin on _____ and shall continue until midnight _____, 20____, except if at that time an agreement to purchase the property is in effect, this employment
 12 shall continue until that sale is closed, or the purchase agreement has expired, whichever occurs last. Seller agrees to refer all prospects to the Broker or Seller's Designated Agent during the term of this listing.

13 Seller further agrees to pay Broker the above-stipulated fees in the event of sale, exchange or any agreement to transfer the property within _____ days after the expiration of this agreement, provided buyer has become
 14 interested in the property as a result of the efforts of Broker during the term of this agreement, unless this property is listed exclusively with another Broker.

15 Seller agrees to indemnify Broker or any Seller's Designated Agent, its officers, directors, associates, agents, or employees against any claim, including the cost of litigation if any incorrect information is furnished by the
 16 Seller concerning the property, including but not limited to the Property Condition Disclosure Statement.

17 Seller acknowledges that except for the price the Seller(s) will take, confidential information includes only information designated in writing as being confidential or information the disclosure of which could materially harm
 18 the position of the Seller. Seller also acknowledges that material information about the physical condition of the property cannot be considered confidential. Seller further acknowledges that Seller's Designated Agent may
 19 disclose confidential information to the Broker for the purpose of seeking advice or assistance.

20 Broker is authorized to accept on behalf of Seller(s) all Deposit(s) related to the Property. Said Deposit(s) shall be held in a non-interest bearing escrow account in accordance with the rules of the Louisiana Real Estate
 21 Commission. Seller understands that the deposit cannot be disbursed without mutual written consent of the Buyer and Seller, or by judicial order or by ruling of the Louisiana Real Estate Commission.

22 (Check one)

23 A "For Sale" sign may may not be placed on property.

24 A "Lock Box" may may not be placed on property.

25 PROPERTY

26 Price _____ (\$ _____) Dollars. The property to be sold
 27 includes all buildings, components, and other permanently installed improvements thereon, together with fences, outside TV antennae, built in appliances and fixtures, air conditioning window units, ceiling fans and
 28 bathroom mirrors, which are in place at the time this agreement is executed, unless otherwise stated herein.

29 Seller warrants to Broker and to Seller's Designated Agent that: (1) Seller has merchantable title to the property; (2) Seller has authority and capacity to sell and that there are no other Sellers; (3) the property fronts on a
 30 public road or highway; (4) there are no known encroachments across the boundaries or into any servitude on the property; (5) all heating, air-conditioning, plumbing, water wells, sewer systems, electrical systems as well
 31 as built-in appliances are in normal working order, which means functioning for the purpose for which they are intended, commensurate with age or will be made so prior to sale; (6) to the best of Seller's knowledge, the
 32 property has no hidden defect(s) including, but not limited to, termite or insect damage, slab or foundation cracking or sinking, structural weakness or damage, or lead based paint or lead-based paint hazard, mold or
 33 conditions that may lead to mold (i.e., water damage that has not been properly remedied).

34 MINERAL RIGHTS (Check one)

35 If Seller owns any mineral rights they are to be conveyed without warranty.

36 Mineral rights owned by Seller, if any, are to be reserved by the Seller, but Seller waives the right to use the surface for any mineral activity.

37 Other _____

38 MAINTAINING CONDITION

39 Seller agrees to maintain premises, including the lawn and all landscaping, in present condition. Seller agrees to remove all refuse and personal property from the premises before the date of possession.

40 DISCLOSURE

41 Seller understands the significance of making a complete and accurate disclosure of all adverse circumstances or conditions affecting the property, on the Property Condition Disclosure Statement which becomes part of
 42 this Listing and Marketing Agreement. If improvements were built prior to 1978, Seller shall complete Lead Based Paint and Lead Based Paint Hazard Disclosure. Seller or Seller's agent will provide Buyer with HUD
 43 pamphlet "Protect Your Family From Lead in Your Home" and Seller will comply with all disclosure requirements of Federal law and regulations concerning lead-based paint and lead-based paint hazards.

44 Seller(s) elect to sell property with full waiver of warranty and redhibition rights at act of sale as per La. C.C. art. 2520 *et seq.* as per attached Addendum. Buyer should be advised of and asked to initial the section of the
 45 Purchase Agreement entitled "Waiver of Warranty of Condition of the Property."

46 Check if applicable: The person listing the Property with Broker is a person who has not used the Property as a residence (e.g., the administrator of the estate of the previous owner, etc.); therefore, Seller's information
 47 regarding the Property is limited.

48 AGENCY

49 Broker designates and Seller accepts Listing Agent named below (Seller's Designated Agent) as the only legal agent of Seller. Broker reserves the right to name additional designated agents when in Broker's discretion it
 50 is necessary. If additional designated agents are named, Seller will be informed in writing within a reasonable amount of time. Any additional agent so designated shall be included in the term Seller's Designated Agent as
 51 used in this agreement. Seller acknowledges that Seller's Designated Agent may from time to time have another sales associate who is not an agent of the Seller conduct an open house of Seller's property or provide similar
 52 support in the marketing of Seller's property.

53 Seller authorizes Seller's Designated Agent to disclose to any prospective buyer or agent whether or not there are any outstanding offers to purchase the property at any given time, but is not to disclose the Seller's
 54 motivation or price or terms the Seller(s) will accept other than the price or terms listed or any other details of such offers without Seller's approval.

55 (Check one)

56 Should Designated Agent represent a Buyer who wishes to purchase the property of Seller, Seller does hereby consent to this dual representation by Designated Agent.

57 Seller does not consent to dual representation by Designated Agent.

58 If an attorney is engaged by Broker to enforce Broker's rights under this contract, Seller agrees to pay the reasonable fee of such attorney, and the Seller agrees to pay all court costs, other costs and expenses that may
 59 be incurred by Broker. If Broker incurs any claim or suit by any person or personal injury or property damage as a result of the condition of above described premises or to Seller's negligence, Seller(s) agree to indemnify
 60 Broker against all such liability, loss and expense.

61 MULTIPLE LISTING SERVICE and BROKER EXCHANGE

62 It is understood that Broker is a member of the Greater Baton Rouge Association of REALTORS® Multiple Listing Service ("MLS"). Broker agrees that this property data will be filed in MLS and processed in accordance with
 63 the rules and regulations of MLS. Broker is authorized to notify the MLS of the pending sale upon completion of a fully executed sales agreement on the listed property and to disseminate any sales information, including
 64 without limitation, price, special financing, and Seller concessions, upon the closing of the sales transaction. Nothing contained herein is intended, nor shall it be construed as making the Greater Baton Rouge Association
 65 of REALTORS® Multiple Listing Service a party to this marketing agreement.

66 Broker Exchange is an Internet based system whereby Brokers share information regarding their listings of properties for sale. Brokers who participate in the system are permitted to include on their websites listings of other
 67 Brokers who participate in the system. Therefore, active listings may be viewed by real estate professionals and the public at large.

68 (Check one)

69 Seller agrees to permit Broker to include Seller's property in the Broker Exchange system.

70 Seller does not agree to permit Broker to include Seller's property in the Broker Exchange system.

71 HOME SERVICE PLAN (Check one)

72 Seller agrees to purchase a home service plan at a cost not to exceed \$ _____ and acknowledges that Broker may receive compensation from the home service company. HOME SERVICE PLAN
 73 MAY NOT WARRANT PRE-EXISTING DEFECTS AND DOES NOT SUPERSEDE OR REPLACE ANY OTHER INSPECTION CLAUSE OR RESPONSIBILITIES.

74 Seller does not agree to purchase a home service plan but acknowledges that Broker has explained the availability of such a home service plan and that Brokers and Designated Agents shall be held harmless from
 75 responsibility or liability due to the rejection of such plan.

76 FAIR HOUSING

77 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), prohibits housing discrimination by real estate firms and homeowners. It is illegal to discriminate against any person because of race,
 78 color, religion, sex, handicap, familial status, or national origin. A Buyer has the right to take legal action if Seller refuses to sell for discriminatory reasons.

79 Other Provisions _____

80 _____

81 I/We have read and understand the above.

82 _____
 83 Seller (Signature) _____ Date/Time _____ Seller (Print) _____
 84 _____
 85 Seller (Signature) _____ Date/Time _____ Seller (Print) _____
 86 Address _____ City _____ Zip _____
 87 Home Phone Number _____ Work Phone Number _____
 88 E-Mail Address _____

89 Accepted by: Broker _____ Date _____
 90 Designated Agent _____ Date _____
 91 Broker (Firm) _____
 92 Office Address _____