



**SOUTHWEST IOWA ASSOCIATION OF REALTORS**  
**500 South 8<sup>th</sup> Street, Council Bluffs, IA 51501**



**UNIFORM LISTING CONTRACT**

Broker \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

1. In consideration of the sellers agreement to list and offer for sale or lease the property hereafter described, and to use listing broker's efforts to find a purchaser therefore, seller hereby gives listing broker exclusive right through MONTH \_\_\_\_\_ DAY \_\_\_\_\_ 20\_\_\_\_, to sell or contract in the seller's name to sell \_\_\_\_\_, Iowa. Legally described as

\_\_\_\_\_ together with attached wall to wall carpeting, built-in appliances, light fixtures (including light bulbs), ceiling fans, water softeners (rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm doors, screens, television antennas, door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, shelving, gates, bushes, trees, shrubs, and plants.  
 Items excluded (specify) \_\_\_\_\_

For the sum of \$ \_\_\_\_\_ and upon the following terms:  
 F.H.A. - V.A.  Cash  Conventional  USDA Rural Development  Land Contract  
 Loan Assumption  Other \_\_\_\_\_

2. Seller agrees to pay the Listing Broker a \_\_\_\_\_ commission of the sale price (or exchange consideration) if the property is sold before the termination of this agreement or if the listing broker produces a buyer who shall be ready, willing and able to purchase during the said period upon the price and terms above stated, or at any other price and terms that may be agreed upon, or if said property is sold by the seller, either directly or indirectly, or by his authorized agent or any other person or persons during the listing period. Such compensation shall be paid if the property is sold, conveyed, or otherwise transferred within \_\_\_\_\_ days after the termination of this authority or extension thereof to anyone to whom agent has had contact with prior to final termination, provided the seller has received notice in writing including the names of prospective purchasers, before or upon termination of this agreement or any extension thereof. However, the seller shall not be obligated to pay such compensation if a valid listing is entered into during the terms of such protection period with another licensed real estate broker and a sale, lease, or exchange of the property is made during the term of said protection period. There are no reservations except \_\_\_\_\_.
3. This property is offered without respect to race, color, creed, national origin, sex or religion, physical and mental disability/handicap, familial status, gender identity and sexual orientation.
4. Abstract available \_\_\_ No \_\_\_ Yes \_\_\_ Unk \_\_\_ Location: \_\_\_\_\_.  
 Said abstract shall be certified to date of sale showing merchantable title or a Title Insurance Policy, if necessary, to complete said sale and to pay any expense incurred in perfecting the title in case the same is found defective.  
 \_\_\_\_\_ Seller Initials 1 of 3

5. Seller agrees that the earnest money down payment shall be deposited and held in trust by the  Listing Broker or  Other \_\_\_\_\_ pending approval of title and execution of final papers.

Possession to be given \_\_\_\_\_

6. If agreed to by broker, interest on trust account shall be directed to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed or mutually agreed in writing by both Buyer and Seller.
7. Permission (IS/IS NOT) given to file this property with the Southwest Iowa Association of REALTORS® Multiple Listing Service. Permission is granted to place a for sale sign on said property. Sellers (DO/DO NOT) give permission to place a lock box on our property.
8. **Advertising: If Seller advertises on their own, Brokerage name and number shall not be on any marketing or advertising, unless the Brokerage has approved and provided written consent to Seller. Seller shall inform brokerage of any form of independent advertising.**
9. Seller agrees to pay a closing fee up to \$\_\_\_\_\_ to \_\_\_\_\_.
10. Sellers agree to hold harmless and indemnify brokers against damages including attorney fees and costs arising out of claims by purchasers for latent and/or patent defects in and to the property.
11. The undersigned seller authorizes lender(s), contract holder(s), and utility companies to provide Broker with any and all information regarding the above-described property authorizes the mortgage holder on this property to release their loan information to the undersigned broker.

Lender \_\_\_\_\_ Account Number \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Second Lender \_\_\_\_ No \_\_\_\_ Yes Lender \_\_\_\_\_

Account Number \_\_\_\_\_ Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_ Balance \$ \_\_\_\_\_

Is this listing subject to short sale? \_\_\_\_ No \_\_\_\_ Yes

Showing Instructions: (Tenant, pet info, etc) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. The Seller agrees that the real estate fee may be divided with another agency even if that agency exclusively represents the Buyer. The commission split offered to cooperating brokerages will be \_\_\_\_\_% of the total commission or a flat fee \$\_\_\_\_\_. Broker is permitted to represent and receive compensation from both parties with full disclosure. The issue of Agency or who represents the Buyer and Seller, seller's property disclosure and the lead-based paint are addressed on separate addendum's that must be attached to this document.

**13. Brokerage Services Only.** Seller acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Seller is hereby advised to seek such other professional advice as may be important to Seller. The following minimum service shall be provided to the client.**

- a. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
- b. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
- c. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
- d. Provide prospective buyers access to listed properties-

14. The facsimile/electronic transmission of a signed copy hereof, as well as any addendums/amendments to this agreement shall constitute a binding agreement.

15. Any notice required under this Agreement shall be deemed delivered when it is received either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt of any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Brokerage, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

16. By signing below, the Seller confirms that written disclosure of representation was provided to the sellers before the signing of the transaction document.

17. The sellers do hereby accept the above listing and agree to the terms thereof this day and date above written.

18. Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. **THIS IS A LEGAL BINDING CONTRACT. IF NOT UNDERSTOOD CONSULT WITH AN ATTORNEY OF YOUR CHOICE.**

Seller \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Home Ph. \_\_\_\_\_ Business Ph. \_\_\_\_\_  
Cell Ph. \_\_\_\_\_ E-mail \_\_\_\_\_  
Occupant Name \_\_\_\_\_  
Broker \_\_\_\_\_  
Firm # \_\_\_\_\_  
Agent \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Home Ph. \_\_\_\_\_ Business Ph. \_\_\_\_\_  
Cell Ph. \_\_\_\_\_ E-mail \_\_\_\_\_  
Occupant Name \_\_\_\_\_  
Office Phone \_\_\_\_\_  
Agent License # \_\_\_\_\_  
Agent Phone \_\_\_\_\_