



LISTING AND MARKETING AGREEMENT



PROPERTY AND EMPLOYMENT

Brokers compensation (i.e. fees and commissions, bonuses) are fully negotiable and not set by law, a multiple listing service or an association of REALTORS®

1 In Consideration of the services to be performed by _____ hereinafter
2 called **BROKER**, and, _____, the duly
3 authorized representative(s) of the Broker and the Designated Agent(s) ("Listing Broker"), and the Professional Broker's
4 Compensation to be paid by _____ hereinafter called **SELLER**,
5 the parties agree that Broker shall have the exclusive right to market and sell **SELLER'S** property upon the following
6 terms and conditions. In the event the **SELLER** cancels or terminates this listing agreement for any reason other than
7 broker default, **SELLER** agrees to reimburse Listing Broker for documented itemized expenses incurred in the marketing
8 and advertising of the property.

9 **PRICE:** _____ (\$_____).

10 **FINANCIAL TERMS** as follows: ___ *Conventional Loan*, ___ *VA*, ___ *FHA*, ___ *RD*, ___ *Assumption*, ___ *Cash* or
11 such price and/or terms that **SELLER** may accept.

12 **ADDRESS:** _____
13 (Legal Description) _____

14 _____ Parish of _____, LA on lands and grounds measuring approximately
15 _____ or as per record title; including all buildings, structures, component parts, and all installed, built-
16 in permanently attached improvements, together with all fences, all installed speakers or installed sound systems, all
17 landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air
18 conditioning or heating systems including window units, all bathroom mirrors, all window coverings included but not
19 limited to blinds, drapes, curtains, window shades, window coverings, all associated window covering hardware, all
20 shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles,
21 all doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached
22 television mounts, gas logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions
23 permanently attached to the ground. If owned by the **SELLER** prior to date of this Agreement, standing timber,
24 unharvested crops, and ungathered fruits of trees on the property shall be conveyed to the **BUYER**. The following
25 movable items shall remain with the property; be transferred without any warranty; be deemed to have no value; and,
26 shall not be considered as part of the Sale Price: _____
27 _____

28 **EXCLUDED ITEMS:**

29 **The SELLER** indicates a desire to exclude items from the transaction specified in attached exclusion addendum,
30 but excluded items will be controlled by the Agreement to Buy or Sell.

31 **DEPOSITS:** In the event **BROKER** accepts Deposits, **BROKER** is authorized to accept on behalf of SELLER(S) all
32 Deposit(s) related to the Property. Said Deposit(s) shall be held in a non-interest-bearing escrow account in
33 accordance with the rules of the Louisiana Real Estate Commission. **SELLER** understands that the deposit cannot be
34 disbursed without mutual written consent of the **BUYER** and **SELLER**, or by judicial order.

35 **(Check ONE of the following)**

- 36 Mineral rights owned by **SELLER**, if any, are to be reserved by the **SELLER**, but **SELLER** waives the right to use
37 the surface for any mineral activity.
- 38 If **SELLER** owns any mineral rights, they are to be conveyed without warranty.

Address: _____

39 **PROPERTY ACCESS: (Please check appropriate box for the following):**

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

41 An Association approved electronic lockbox may may not be placed on the property.

42 The Listing Broker is given permission to enter the home or other structures and grant access to the same to other
43 members of the MLS in accordance with the MLS rules and regulations and to certain non-members as separately
44 authorized by the **SELLER** to facilitate the completion of transaction.

45 **SELLER** authorizes Broker, **SELLER's** Designated Agent, Broker's other sales associates and cooperating brokers or
46 their associates to have access to the property at all reasonable times for the purpose of showing it to prospective
47 purchasers. **SELLER** agrees to immediately refer to **SELLER's** Designated Agent all prospective purchasers or brokers
48 who contact **SELLER** for any reason and to provide **SELLER's** Designated Agent with their names and addresses.

49 **HOME SERVICE PLAN: (Check ONE of the following):**

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

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

57 **TERM:** This employment and authority shall commence as of the date all **SELLERS** execute this agreement, (the
58 "Effective Date) and shall continue until midnight _____. However, if during the term of this listing
59 agreement, an agreement to purchase and sell is executed, then in that event the parties hereto agree that this listing
60 agreement, including the Compensation set forth herein due to Broker, shall automatically extend the effective date
61 of this listing agreement for an additional period of time to include the closing date of the purchase agreement, or any
62 applicable extension(s).

63 **BROKER'S PROTECTION PERIOD:** Broker's compensation shall be paid if property is sold, conveyed, leased, rented or
64 otherwise transferred within ____ days after the termination of this agreement or any extensions thereof to any
65 person, their successors or assigns who has become interested in the property as a result of the efforts or advertising
66 of Broker prior to final termination of this listing agreement, provided **SELLER** has received notice in writing, either by
67 certified mail or by personal delivery or by electronic transmission, including the names of prospective purchasers,
68 within 5 working days after the termination of the listing agreement. It is the **SELLER's** responsibility to reserve any
69 names when entering into a listing agreement with a broker.

70 **EXCLUSIONS:** Broker will not be owed Compensation in the event the property is sold to any of the following persons
71 within ____ days of the effective date of this Listing and Marketing Agreement: _____
72 _____

73 **COMPENSATION: Brokers compensation (i.e. fees and commissions, bonuses) are fully negotiable and not set by**
74 **law, a multiple listing service or an association of REALTORS®**

75 **A. Listing Broker: (per lines 1-2)**

- 76 (i) _____ Seller agrees to pay LISTING BROKER a compensation of \$ _____ or _____ % of gross selling price
- 77 (ii) _____ (Other) _____

78 _____

Address: _____

79 **B. Buyer's Broker:** In addition to the LISTING broker compensation outlined above:

80 ___ Seller is willing to contribute up to \$_____ or _____ % of gross selling price for a "Buyer Agent Payment"
81 (BAP) at act of Sale.

82 ___ Seller does not currently make any offer to pay a "BAP."

83 ___ Seller is willing to negotiate BAP on the Agreement to Buy or Sell.

84 Regardless of the options selected above, the terms of the Agreement to Buy or Sell will ultimately control any
85 **SELLER** obligation to pay "Buyer Agent Payment" (BAP) at the Act of Sale. Broker's right to the Compensation shall be
86 earned and payable when (1) **SELLER** sells, exchanges, leases or in any manner transfers possession of the Property
87 during the term of the Agreement at the above price and terms or at any other price and/or terms acceptable to
88 **SELLER** or (2) Broker individually or in cooperation with another real estate Broker, procures a party of interest during
89 the term of this agreement ready, willing and able to buy or otherwise obtain possession of said Property at the price
90 and terms stated herein, or any other price and/or terms acceptable to **SELLER**. Broker is authorized to show the
91 property to prospective BUYERS represented by BUYER's agents. The Notary Public closing any sale covered by this
92 Agreement is hereby directed and authorized to collect and disburse all Compensation or BAP due herein.

93 **SELLER** agrees not to rent or lease the Property during the term of this Agreement without prior written approval of
94 Broker.

95 As used herein, the terms "sell, sells and sale" shall also mean the execution of a specific performance contract by
96 **SELLER** to sell the Property.

97 **ASSIGNABILITY:** This contract is assignable. In the event Broker sells all or part of his business, this Listing Agreement
98 may be transferred to the acquiring Broker.

SELLER RESPONSIBILITY

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

104 **MAINTAINING CONDITION:** **SELLER** agrees to maintain premises, including the lawn and all landscaping, in present
105 condition. **SELLER** agrees to remove all refuse and personal property from the premises before the date of possession.

106 **TITLE/PROPERTY DEFECTS:** **SELLER** warrants Broker that, except as noted below: (1) **SELLER** has merchantable title to
107 the property; (2) the Property fronts on a public road or highway; (3) there are no known encroachments across the
108 boundaries or into any servitude on the property; and (4) to the best of their knowledge, the Property has no hidden
109 defects, including, but not limited to termite or insect damage, slab or foundation cracking or sinking, structural
110 weakness or damage; lead-based paint or lead-based paint hazard. **SELLER** understands that **SELLER** may be hel

111 d responsible by a BUYER for any latent or hidden undisclosed defects in the property which are known to the **SELLER**
112 but which are not disclosed to the BUYER.

113 **DISCLOSURE:** **SELLER** understands the significance of making a complete and accurate disclosure of all adverse
114 circumstances or conditions affecting the property, on the Property Disclosure Document which becomes part of this
115 Listing and Marketing Agreement. If improvements were built prior to 1978, **SELLER** shall complete Lead Based Paint

Address: _____

116 and Lead Based Paint Hazard Disclosure. **SELLER** will comply with all disclosure requirements of Federal law and
117 regulations concerning lead-based paint and lead-based paint hazards.

118 **WAIVER OF WARRANTY: (Check if applicable)**

119 **SELLER(s)** elect to sell property with full waiver of warranty and redhibition rights at act of sale as per La.
120 C.C. art. 2520 et seq. BUYER should be advised of and asked to initial the section of the Purchase Agreement
121 entitled "Waiver of Warranty of Condition of the Property."

122 The person listing the Property with Broker is a person who has not used the Property as a residence (e.g.,
123 the administrator of the estate of the previous owner, etc.); therefore, **SELLER's** information regarding the
124 Property is limited.

125 **INDEMNITY: SELLER** agrees to indemnify Broker or any **SELLER's** Designated Agent, its officers, directors, associates,
126 agents, or employees against any claim, including the cost of litigation, which arises in connection with or as the result
127 of either **SELLER's** violation of a representation or warranty given under the terms of this Agreement, or incorrect
128 information is furnished by the **SELLER** concerning the property, including but not limited to the Property Disclosure
129 Document.

AGENCY REPRESENTATION

130 Broker designates, and **SELLER** accepts Listing Agent named below (**SELLER's** Designated Agent) as the only legal agent
131 of **SELLER**. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary.
132 If additional designated agents are named, **SELLER** will be informed in writing within a reasonable amount of time. Any
133 additional agent so designated shall be included in the term **SELLER's** Designated Agent as used in this agreement.
134 **SELLER** acknowledges that **SELLER's** Designated Agent may from time to time have another sales associate who is not
135 an agent of the **SELLER** conduct an open house of **SELLER's** property or provide similar support in the marketing of
136 **SELLER's** property. **SELLER** authorizes **SELLER's** Designated Agent to disclose to any prospective BUYER or agent
137 whether or not there are any outstanding offers to purchase the property at any given time, but is not to disclose the
138 **SELLER's** motivation or price or terms the **SELLER(s)** will accept other than the price or terms listed or any other details
139 of such offers without **SELLER's** approval.

140 **DUAL AGENCY: (Check ONE of the following):**

141 Should Designated Agent represent a BUYER who wishes to purchase the property of **SELLER**, **SELLER** does
142 hereby consent to this dual representation by Designated Agent. **SELLER** does not consent to dual
143 representation by Designated Agent.

MULTIPLE LISTING SERVICE

144 **MANDATORY SUBMISSION:** It is understood that Broker is a member of a ® Multiple Listing Service ("MLS"). Broker
145 and **SELLER** agree that the information contained in or obtained in connection with this agreement (the "Property
146 Data") including without limitation all photographs, images, graphics, video recording, virtual tours, 3D tours, drawings,
147 written descriptions, addresses, remarks, narratives, pricing information and other copyrightable elements relating to
148 the Property provided by **SELLER** to Broker (the "SELLER Listing Content") , or otherwise obtained or produced by
149 Broker in connection with this agreement (the "Broker Listing Content"), and any changes to the Property Data will be
150 filed in MLS and processed in accordance with the rules of MLS. **Broker is required to report to MLS the occurrence of**
151 **a sale of the property including the actual sales price regardless of how the sales price is reflected in the documents**
152 **transmitting ownership. Regardless of the options exercised below, within one (1) business day of marketing a**
153 **property to the public, the Listing Broker must submit the listing to the MLS for cooperation with other MLS**

Address: _____

154 participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing
155 on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing
156 (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

157 **(Check ONE of the following)**

158 **Active Listing** - SELLER has chosen to authorize BROKER to make the property available to all other MLS
159 Brokers in within three-business days of SELLER(S) signature(s) or within one-business day of any public
160 marketing of the property (whichever is earlier).

161 **Hold** - SELLER has chosen to temporarily hold the listing off-market for up to 30-days. During this time the
162 listing is identified as on Hold **no public marketing or showing of the property is permitted.** (Attach SELLER
163 Hold Form)

164 **Office Exclusive Visibility** – In the event the SELLER requests that the property data **NOT** be distributed to other MLS
165 BROKERS, the listing may be identified as an Office Exclusive Listing. **No public marketing of the property is permitted**
166 during the time SELLER elects to maintain office exclusive visibility. (Attach SELLER Office Exclusive Form).

167 **LICENSE: SELLER** hereby grants to Broker and its affiliates, and each of their respective direct and indirect licensees,
168 successors, and assigns, a non-exclusive, perpetual, irrevocable, freely transferable and sublicensable, worldwide, fully
169 paid-up and royalty free license to use, publish, display, transmit, distribute, reproduce, and create derivative works
170 based on the SELLER Listing Content through all media now known or hereinafter developed for any purpose. This
171 license shall survive the termination of this Agreement. SELLER represents and warrants to Broker that the SELLER
172 Listing Content, and the license granted to Broker for the SELLER Listing Content, do not violate, or infringe upon the
173 rights of any person or entity, including any copyright, trademark, patent, trade secret, other intellectual property
174 right, or any right of publicity or privacy. SELLER acknowledges and agrees that as between SELLER and Broker, all
175 Broker Listing Content is owned exclusively by Broker, and SELLER has no right, title or interest in or to any Broker
176 Listing Content

INTERNET DATA EXCHANGE AND INTERNET DISPLAY

177 The permission granted by SELLER, by signing this agreement, to include the Property Data in MLS likewise means that
178 the Property Data may be included in any media advertising, including Internet advertising, in which MLS data is
179 included and will also be included in Internet Data Exchange (“IDX”) on Virtual Office Websites (“VOWs”). Internet Data
180 Exchange is an Internet based system whereby Brokers share information regarding their listings of properties for sale.
181 Brokers who participate in the system are permitted to include on their websites listings of other Brokers who
182 participate in the system. Therefore, active listings may be viewed by real estate professionals and the public at large.
183 A VOW is the website or a feature of a website of an MLS participant through which the MLS participant is able to
184 provide real estate brokerage services to consumers and where the consumer has the opportunity to search MLS data.
185 If SELLER does not want the Property Data included in Internet Data Exchange, on VOWs, or in other forms of publicly
186 accessible media, then SELLER can opt out of displaying the property data on publicly accessible websites, IDX or VOWs.
187 Alternatively, SELLER may opt out of including the property address on publicly accessible websites, IDX or VOWs while
188 allowing other Property Data to be displayed. SELLER may also require internet displays including such as IDX or VOWs
189 to disable functions that (i) allow third parties to write comments or reviews about particulars listings or displays a
190 hyperlink to such comments or reviews in immediate conjunction with listings, or (ii) display an automatic estimate of
191 the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

192 **(Check if applicable)**

Address: _____

193 **Total Opt Out** - **SELLER** has chosen to opt out of displaying the listed property on the internet, including but
194 not limited to publicly accessible websites, IDX and VOWs.

195 I understand and acknowledge that, if I have selected to opt out of displaying the listed property on the
196 internet, consumers who conduct searches for listings on the Internet will not see information about the listed
197 property in response to their search.

198 **SELLER's** Initials _____

199 **Address Opt Out** - **SELLER** has chosen to opt out of displaying the property address on the internet, including
200 but not limited to publicly accessible websites, IDX and VOWs.

201 **Comments Opt Out** - **SELLER** requests that functions on internet displays, including but not limited to
202 publicly accessible websites, IDX and VOWs allowing comments or reviews of the property or displaying a
203 hyperlink to such comments or reviews in immediate conjunction with the property listing be disabled. **SELLER**
204 acknowledges and agrees that Broker will convey **SELLER's** election to MLS, but is not and cannot be held
205 responsible for the content of any internet displays other than those maintained by or on behalf of Broker.

206 **Market Value Opt Out** - **SELLER** requests that functions on internet displays, including but not limited to
207 publicly accessible websites and VOWs displaying an automatic estimate of the market value of the listing (or
208 hyperlink to such an estimate) in immediate conjunction with the listing be disabled. **SELLER** acknowledges and
209 agrees that Broker will convey **SELLER's** election to MLS, but is not and cannot be held responsible for the
210 content of any publicly accessible website and VOW other than those maintained by or on behalf of Broker.

211 Broker is authorized to notify the MLS of the pending sale upon completion of a fully executed sales agreement on the
212 listed property and to disseminate any sales information, including without limitation, price, special financing, and
213 **SELLER** concessions, upon the closing of the sales transaction. Nothing contained herein is intended, or shall it be
214 construed as making the Greater Baton Rouge Association of REALTORS® Multiple Listing Service a party to this
215 marketing agreement.

MISCELLANEOUS

216 **LIMITATION OF LIABILITY:** **SELLER** agrees that Broker, **SELLER's** Designated Agent(s), and any cooperating Brokers shall
217 not be responsible in any manner for loss or damage of personal or real property due to vandalism, theft, freezing
218 pipes or any other damage or loss whatsoever. **SELLER** is advised to notify his insurance company and request a
219 "Vacancy Clause" to cover the Property in the event the property becomes vacant.

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

224 **SEVERABILITY:** The terms and provisions of this agreement are severable. If any term or provision of this agreement,
225 or the application thereof, is held or deemed invalid or unenforceable by an arbiter or court of competent jurisdiction,
226 the remainder of this agreement, or the application of such term or provision to persons or circumstances other than
227 those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision shall be
228 valid and enforceable to the fullest extent permitted by law.

229 **SOLIDARY LIABILITY:** Each **SELLER** shall be bound by the terms of this agreement in solido and are solidarily liable for
230 all other terms set forth herein.

Address: _____

231 **MARKETING:** Broker and/or **SELLER's** Designated Agent are authorized in their sole discretion to advertise **SELLER's**
232 property by all such means and methods they deem best.

233 **DISCLOSURE OF ELECTRONIC SURVEILLANCE DEVICES:** **SELLER** authorizes Broker and/or **SELLER'S** Designated Agent
234 to disclose the existence of electronic surveillance devices on the Property, including but not limited to audio and video
235 devices.

236 **ELECTRONIC SIGNATURE:** The Broker and Seller agree that consent to this agreement and any amendments or
237 modifications may be made by electronic signature as that term is defined in Louisiana law.

238 **OTHER TERMS AND CONDITIONS:**

239 _____
240 _____
241 _____
242 _____
243 _____
244 _____

245 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property is
246 available at the FEMA website <https://msc.fema.gov/portal>.

247 This agreement may be signed in counterparts, and each counterpart will be considered an original, but all of which,
248 when taken together shall constitute one instrument. The transmission or receipt of a facsimile (fax) or other electronic
249 transmission of this agreement shall have the same effect as a paper documentation and manual signatures and initials.

250 This is a legal document. If not understood, seek competent legal advice.
251 I/We have read and understand the above.

252 _____
253 **SELLER** (Signature) _____ Date/Time _____ **SELLER** (Print)

254 _____
255 **SELLER** (Signature) _____ Date/Time _____ **SELLER** (Print)

256 Home Phone Number _____ Work Phone Number _____

257 E-Mail Address _____

258 Accepted by: Broker _____ Date _____

259 Designated Agent _____ Date _____

260 Broker(Firm) _____

261 Office Address _____ Phone _____