



# 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.

39

Address: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

79 \_\_\_\_\_

Address: \_\_\_\_\_

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

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

83 \_\_\_ Seller does not currently make any offer to pay a "BAP."

84 \_\_\_ Seller is willing to negotiate BAP on the Agreement to Buy or Sell.

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

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

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

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

### SELLER RESPONSIBILITY

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

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

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

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

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

Address: \_\_\_\_\_

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

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

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

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

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

### AGENCY REPRESENTATION

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

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

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

### MULTIPLE LISTING SERVICE

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

Address: \_\_\_\_\_

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

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

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

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

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

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

## INTERNET DATA EXCHANGE AND INTERNET DISPLAY

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

193 (Check if applicable)

Address: \_\_\_\_\_

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

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

199 **SELLER's** Initials \_\_\_\_\_

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

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

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

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

## MISCELLANEOUS

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

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

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

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

Address: \_\_\_\_\_

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

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

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

239 **OTHER TERMS AND CONDITIONS:**

240 \_\_\_\_\_  
241 \_\_\_\_\_  
242 \_\_\_\_\_  
243 \_\_\_\_\_  
244 \_\_\_\_\_  
245 \_\_\_\_\_

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

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

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

253 \_\_\_\_\_  
254 **SELLER** (Signature) \_\_\_\_\_ Date/Time \_\_\_\_\_ **SELLER** (Print)

255 \_\_\_\_\_  
256 **SELLER** (Signature) \_\_\_\_\_ Date/Time \_\_\_\_\_ **SELLER** (Print)

257 Home Phone Number \_\_\_\_\_ Work Phone Number \_\_\_\_\_

258 E-Mail Address \_\_\_\_\_

259 Accepted by: Broker \_\_\_\_\_ Date \_\_\_\_\_

260 Designated Agent \_\_\_\_\_ Date \_\_\_\_\_

261 Broker(Firm) \_\_\_\_\_

262 Office Address \_\_\_\_\_ Phone \_\_\_\_\_