



MULTIPLE LISTING AGREEMENT



(For Use By Members of the Newfoundland and Labrador Association of REALTORS® Inc. for MLS® Listings Only)

MLS# _____

To _____ (Listing Broker)

I/We _____ in consideration of your listing, and agreeing to offer my property known Civically as: _____ (Print Names of Owners)

in the Municipality of: _____ Postal Code _____

in the Province of Newfoundland & Labrador, for sale, lease or exchange, I/We hereby give you sole and exclusive authority irrevocable until the expiration hereof to sell, lease or exchange my said property at the price of \$_____ and upon the terms particularly set out in this " Authorization and accompanying Data Form" , or, at such other price or terms to which I may agree. Agency has been explained to me, and an Agency Disclosure/Acknowledgement Form has been given to me. You are authorized to distribute this Listing through the MLS®(Multiple Listing Service®) and co-operate with all Members of the Newfoundland and Labrador Association of REALTORS®Inc. who will act as your Sub-Agents, unless, you, the Listing Broker are otherwise notified by the Selling Broker, in which case you or they may act as Buyers Agents or Dual Agents. The Listing Broker shall pay the portion of the Commission due to Sub-Agents, Buyer Agent or Dual Agents, from the Commission received by you.

I agree to pay you a Commission of _____()% plus HST of the sale price of my property on any sale, lease, or exchange effected during the currency of this agreement from any source whatsoever, or for procuring any offer that is accepted by me which results in an enforceable Agreement Of Purchase And Sale (whether the sale is completed or not). Also, I shall pay you a commission at the said rate if, within (120) days after the termination hereof, I shall sell, lease, or exchange the said property to or with any person; (a) to whom you have shown the said property during the currency hereof; or (b) with whom negotiations have taken place concerning a sale, lease, or exchange during the period of this agreement. However, if such a sale, lease, or exchange is effected through a licensed Real Estate Broker pursuant to a new listing executed after this Listing Agreement expires, my commission liability under this clause shall be reduced by the amount actually paid by me under the new Listing Agreement.

The placing of signs on the property by another Real Estate Salesperson is: ___ Prohibited ___ Allowed

Advertising of any form by other Real Estate Salespersons is: ___ Prohibited ___ Allowed

The placing of a Lockbox on the property for key access by other Real Estate Salespersons for viewing is: ___ Prohibited ___ Allowed

Any inquiries from any source whatsoever shall be referred to you and all offers submitted to me shall be brought to your attention before acceptance. I will allow you to show prospective purchasers over the property during reasonable hours, and you may place a " For Sale" or " For Lease" sign upon the property.

I agree to complete the sale, lease, or exchange transaction at the price and terms specified herein and give possession of the herein described property within _____ days from the acceptance of an offer.

This agreement to list the herein described property shall expire at 11:59 PM on _____ 20_____.

All parties to this Agreement hereby initial Page 1 of 2

Date: _____

Witness Initials _____

Vendor' s Initials _____

Witness Initials _____

Vendor' s Initials _____



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Civic: _____

Dual Agency Disclosure and Consent

The Owner acknowledges having been informed that ordinarily the Listing Broker acts only as the Seller's Agent; has duties of good faith, primary loyalty, obedience, honesty, competence, full disclosure, confidentiality and accountability to the Seller; and must avoid any conflict with the Seller's interest. The Owner acknowledges having been informed that the Listing Broker, besides offering representation to Sellers through Listing Agreements, also offers Agency representation to Buyers. The Owner acknowledges that this could lead to Dual Agency if a prospective purchaser who is represented by the Listing Broker is shown the Owner's Property, and the Owner hereby consents to the Listing Broker acting as a Dual Agent.

The Owner acknowledges and agrees that as a Dual agent, the Listing Broker: (1) will owe both the Owner and prospective Purchaser duties of good faith, integrity, honesty, competence, partial disclosure and accountability; (2) will endeavor to be impartial between the Owner and the prospective Purchaser; (3) cannot represent the interests of one party to the exclusion or detriment of the interests of the other party; (4) will not be able to discharge all of the usual duties to the Owner; (5) will have no duty of confidentiality to either the Owner or the prospective Purchaser, and therefore will disclose to both the Owner and prospective Purchaser all facts known to the Listing Broker which may affect the marketability or value of the property; however, the Listing Broker will not, without the prior written permission of the applicable person, disclose to the other party the price that the Owner will accept, or that a prospective Purchaser will pay; and, (6) may not be able to disclose to the Owner all information respecting the prospective Purchaser and/or properties which the prospective Purchaser may wish to acquire that may be known to the Listing Broker or its Salespersons.

I have read and I clearly understand this Listing Agreement, and I acknowledge having received a copy at the time of signing.



Dated at _____ this _____ day of _____ 20_____.



Witness _____

Vendor _____

Witness _____

Vendor _____

A "Property Condition Disclosure Statement" as part of the information supplied with this Multiple Listing Agreement, is (Initials) _____ available, is not available (Initials) _____