



EXCLUSIVE LISTING AGREEMENT

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

TO _____ (Listing Broker) in consideration of your listing, and agreeing to offer my property known as _____ municipality _____ for sale, exchange or lease, I hereby give you sole and exclusive authority irrevocable until the expiration hereof to sell, exchange or lease my said property at the price of \$ _____ and upon the terms particularly set out in this authorization 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.

I agree to pay you a commission of _____ (_____)% plus HST of the sale price of my property on any sale, exchange or lease 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 termination hereof, I shall sell, exchange or lease the said property to or with any person; (a) to whom you may have shown the said property during the currency hereof; or (b) with whom negotiations have taken place concerning a sale during the period of this agreement. However, if such a sale, exchange, or lease 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.

The placing of signs on the property by other real estate agents or salespersons is _____ Prohibited _____ Allowed.

Advertising of the property by other real estate agents or salespersons, without prior notification to you with details of how and when such advertiing is to be done, is _____ Prohibited _____ Allowed.

All enquires from any source whatever 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 your "For Sale" and/or "For Lease" sign upon the property.

I agree to complete the sale transaction at the price and terms specified herein and give possession of the herein described premises within _____ days from acceptance of offer.

This agreement to list shall expire at one minute before midnight of _____ 20 _____

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 Purchasers duties of good faith, integrity, honesty, competence, partial disclosure and accountability; (2) will endeavor to be impartial between the Owner and prospective Purchasers; (3) cannot represent the interest 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 Purchasers, and therefore will disclose to both the Owner and prospective Purchasers 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 sales representatives.

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: _____

Form with multiple sections: ADDRESS OF PROPERTY, DIRECTIONS, INT. WALLS, ROOM MEASUREMENTS, MORT. BAL., TENANTS, OWNER, LISTING OFFICE, etc.

NOTE: "Information contained herein is obtained from sources which the Listing Broker deems to be reliable and, while not guaranteed, is thought to be correct."

I acknowledge having read and received a copy of this Agreement at the time of signing.

Dated at _____ this _____ day of _____ 20_____.

Witness: _____

Vendor: _____

Witness: _____

Vendor: _____

