

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

This is a legally binding Contract; if not understood, seek advice of an attorney.

State law prohibits Broker from representing Owner as a client without first entering into a written agreement with Owner.
See S.C. Code §40-57-350 (1976).

A. EMPLOYMENT: In consideration of the covenants herein contained, the undersigned Owner ("Owner") and the undersigned Broker ("Broker") agree as follows:

Beginning on _____ 20 _____, and ending at midnight on _____ 20 _____, ("Authorization Period")
Owner grants Broker the sole and exclusive right to sell the real property with any improvements thereon described as:
Property Address _____
Legal Description (ie, lot, block, subdivision) _____
TMS _____ County _____

Broker accepts employment as the sole and exclusive agent of the Owner to sell the property, subject to the terms and conditions set forth herein.

B. AGENCY RELATIONSHIPS: (Owner must initial all applicable choices.)

_____ Owner acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and a *South Carolina Disclosure of Real Estate Brokerage Relationships* form at the first practical opportunity at which substantive contact occurred between the Broker and Owner.

Owner acknowledges that after entering into this written agency contract, Broker may request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

_____ Permission to act as a **dual agent** will not be considered;

_____ Permission to act as a **dual agent** may be considered at the time Owner is provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Dual Agency Agreement**;

_____ Permission to act as a **designated agent** will not be considered;

_____ Permission to act as a **designated agent** may be considered at a time Owner is provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Designated Agency Agreement**.

C. SALE PRICE: The property is listed to sell for the gross sale price of \$ _____ or other price or terms (including exchange) to which Owner may subsequently agree during the Authorization Period. At closing, the Owner shall pay the real estate compensation, a fee for preparing the deed, deed stamps, recording of satisfaction and prorated taxes as of the day of closing. The term "sale" shall include any exchange, swap or trade of the herein described property.

D. COMPENSATION: Owner agrees to pay Broker a fee of _____% computed upon the gross sales price in the following event:

- (1) During the Authorization Period, anyone sells or trades the property; or,
- (2) During the Authorization Period, anyone produces a Buyer who is ready, willing and able to buy or trade for the property at the terms set forth herein; or
- (3) During the Authorization Period, Owner fails or refuses to complete the sale or Owner agrees with Buyer to cancel an executed contract without consent of Broker; or
- (4) Owner defaults under any contract to sell or exchange the property; or
- (5) For _____ days after the expiration of the Authorization Period, Owner sells or obtains a contract to sell the property or any interest in the property to any prospects with whom the Owner, Broker or any real estate licensee communicated regarding the property during the Authorization Period. However, no fee will be due Broker if the property is relisted after Authorization Period and sold through another Broker.

A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein, is non-contingent and is on a form adopted or recommend by a local Board of REALTORS® or substantially similar thereto.

The fee will be due to the Broker no later than the closing date in the contract or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof. Closing is not a prerequisite for Broker's fee being earned. Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing this provision.

Broker may offer a portion of the total commission due as compensation for producing an acceptable offer to purchase while acting as:
(1) **Buyer's Agent.** The portion of the commission offered to buyer's agent shall be not more than _____ percent of the sale price or \$_____. (_____ initials)

(2) **Transaction Broker.** The portion of the commission offered to transaction brokers shall be not more than _____ percent of the sales price or \$_____. (_____ initials)

E. PARTICIPATION IN MULTIPLE LISTING SERVICE: The property will be () will not be () entered in the Consolidated Multiple Listing Service ("CMLS") which will constitute an offer of cooperation to all participants in the CMLS.

Owner () does () does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents. Owner understands that placing the lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox. Owner understands and specifically assumes this risk. Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore. **Listings with lockboxes in the CMLS primary service area (Richland, Lexington, Kershaw, Saluda, Fairfield, Newberry, and Calhoun Counties) must have a CMLS approved lockbox. Another type of lockbox, to include any keyless entry system to the residence, (non-CMLS approved), may be placed on the listing but must be accompanied by a lockbox approved by CMLS (including HUD homes, Corporate Owned homes, Foreclosures, etc.).**

F. MARKETING THE PROPERTY: Owner authorizes Broker to display a "For Sale" sign on the property and remove all other signs. All signage placed on the listed property must comply with CMLS Rules and Regulations. "For Sale by Owner" signs are prohibited.

Owner acknowledges that there are risks associated with allowing access to and disseminating information about the property that are not within the reasonable control of the Broker including unauthorized use of the lock box, control of visitors on the property and inappropriate use of information about the property. Owner understands and agrees that by placing the listing in the CMLS, all CMLS members and real estate related third parties will have access to Owner's information (including images of the property and contents) and those parties have the right to use all available technology to create, download, store, supplement, and manipulate such listing information. Owner acknowledges that even if the Owner withholds the property from the Internet, a prospective Buyer or their agent may take pictures of the property and contents and post such images on the internet or social media without approval or knowledge of Broker. Owner agrees to indemnify and hold Broker and CMLS harmless from any claim, loss or damage arising therefrom.

Broker may place on Internet. yes _____ no _____ (initial one).

The Owner consents to Broker taking photographs and/or video ("Visual Media") of the Property and consents to the unlimited and perpetual use of such Visual Media by Broker, Broker's designees, and/or CMLS including the distribution of such photos on the internet or social media. **Owner consents (yes _____ no _____).** "Use" shall include, without limitation, the reproduction, modification, adaptation, publishing, creation of derivative works from, distribution, and display of the Visual Media throughout the world in any format.

The Broker has the option, but is not required, to continue marketing the property after an offer has been accepted. Owner may terminate this option by giving written notice to Broker.

G. CALL, FAX, E-MAIL: Owner agrees to allow any Agent/CMLS Member to call, e-mail, text or fax information regarding the sale of the property, including posting same on social media.

H. INQUIRIES: Owner agrees to immediately inform Broker of any inquires or negotiations concerning the sale of the property even if Owner believes that Broker knows of such inquiry.

I. DISCLOSURE OF PROPERTY INFORMATION: Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property. *South Carolina Code §40-57-350* requires Broker to disclose to any prospective Buyer all adverse material facts actually known to the Broker including but not limited to the value of the real estate, structural integrity of the improvements, matters presenting a significant health risk to occupants and information that indicates a party to the transaction is unable or unwilling to meet an obligation under the contract. Owner warrants to Owner's knowledge there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed the information on the listing input sheet attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. Owner authorizes Broker to disclose pertinent information and material adverse facts about the property to agents, subagents, prospective Buyers and all inquiring parties. Such disclosure shall be in the manner or form customary in the marketplace. Owner agrees to disclose, in writing, to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs, claims, liabilities, or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect. This indemnity shall include the costs and attorney fees incurred in enforcing this provision. Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker.

J. EXECUTED PROPERTY DISCLOSURE FORM AND LEAD BASED PAINT DISCLOSURE FORM: A Property Disclosure Form, as required by *SC Code §27-50-10*, et. seq., must accompany this listing (unless exempt by law). Owner should consult an attorney if the Owner is unsure how to complete the form. The Owner shall solely rely on the advice of an attorney in completing the form and not on

the advice of Broker. If the Owner discovers, for any reason, a material inaccuracy in the disclosure statement, the Owner will correct the inaccuracy by delivering a corrected disclosure statement to the Broker or make satisfactory repairs to the item so that the disclosure is no longer inaccurate. If the property contains any residential structure constructed before 1978, a completed Lead Based Paint Disclosure Form in accordance with 42 U.S.C § 4852d must also accompany this listing agreement.

K. FIXTURES/PERSONAL PROPERTY: The real estate described herein includes, all fixtures, equipment and improvements of any kind which are now attached to or planted on the premises, such as: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, storage sheds, playsets, lawn irrigation systems and all related equipment, pool and spa equipment, TV wall mounts and brackets, antennas, clothes-line poles, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, Seller-owned security systems, smoke detectors, gas logs, central vacuum system and equipment, landscape lighting, curtain/drapery rods, ceiling fans and remotes, attached or hanging bathroom vanity mirrors, light bulbs, switch plates, heating and air system registers, and built-ins, appliances, cabinets, furniture and shelves, unless otherwise agreed herein. Any personal property to be transferred to the buyer shall be at no extra cost and done by Bill of Sale.

L. INSPECTIONS: Owner agrees to make property available for the inspections by Broker, his agents, subagents, buyer/broker, and prospective Buyers, as deemed reasonably necessary by Broker and will have all utilities operational for the inspections, re-inspections, appraisals and final walk-through.

M. NO CONTROL OF COMMISSION RATES OR FEES: Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the CMLS, or by any persons not a party to this listing agreement. The compensation paid by the Listing Broker to a Cooperating Broker in respect to any listing is established by the Listing Broker in his offer of co-operation and is not fixed, controlled, suggested, recommended or maintained by the CMLS, or by any persons other than the Listing Broker and his or her subagent.

N. SPECIAL STIPULATIONS: The following stipulations shall, if conflicting with printed matter, control: _____

O. MEDIATION: If a dispute arises under this Contract, all parties to this transaction agree to mediation which shall be a condition precedent to the right of either party to initiate a civil action. Mediation shall take place subject to the rules and procedures established by the South Carolina Bar Association, and with a Court Certified Mediator.

P. ERRORS AND OMISSIONS INSURANCE: Broker does _____ does not _____ maintain Errors and Omissions Insurance.

Q. NONDISCRIMINATION: This property will be listed in full compliance with local, state and federal fair housing laws, against discrimination on the basis of race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of any prospective buyer.

R. LEGAL AND PROFESSIONAL ADVICE: Broker suggests Owner seek legal, tax and other professional advice relative to any real estate transaction. Broker makes no representation or warranty regarding the advisability of any transaction. Broker is not an expert in matters relating to law, tax, financing, disclosure, surveying, structural or mechanical condition, hazardous material, engineering, or other specialized topics. Broker shall have no liability to Owner pertaining to such matters.

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED.

OWNER: _____ DATE: _____ TIME: _____

OWNER: _____ DATE: _____ TIME: _____

EMAIL: _____ EMAIL: _____

OWNER'S MAILING ADDRESS: _____

HOME PHONE: _____ OTHER PHONE: _____

BROKER'S SIGNATURE _____ DATE: _____ TIME: _____

BROKERAGE: _____ OFFICE I.D. _____

BROKERAGE ADDRESS: _____

AGENT NAME IF OTHER THAN BROKER: _____

AGENT EMAIL: _____ AGENT PHONE: _____