

AGREEMENT TO MARKET PROPERTY
(Agency Status to be determined by separate Agreement)

1. BROKER (listing company): _____
ADDRESS OF COMPANY: _____
2. OWNER: _____
ADDRESS OF OWNER: _____
3. PROPERTY ADDRESS / LEGAL: _____
_____ (City), _____ (State), _____ (Zip), as recorded in _____
County Register Office, deed book(s), _____ page(s), _____ and further described as:

4. The LIST PRICE is to be \$ _____ (_____)
5. POSSESSION OF PROPERTY to be delivered: _____
6. TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):

7. **FIXTURES and PERSONAL PROPERTY:**

All fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property". Property included (if present): all attached light fixtures and bulbs including ceiling fans, permanently attached plate glass mirrors, heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows, all window treatments and hardware; all wall-to-wall carpet; all built-in kitchen appliances and range; all bathroom fixtures and mirrors; all gas logs, fire place doors and attached screens; all security system components and controls; garage door opener and all (at least _____) remote controls; swimming pool and its equipment; awnings, permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mail boxes; attached basketball goals and backboards; TV antennae and satellite dishes and all components; central vacuum systems and attachments.

Other items that remain with the Property at no additional cost to Buyer:

Items that will **NOT** remain with the property:

Leased Items: Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

If leases are not assumable, it will be Seller's responsibility to pay balance.

8. All Addenda and/or Exhibits attached hereto are made a part of this Agreement (such as Agency, Relocation, etc.):



9. COMPENSATION: A total of \$ _____, or _____ % compensation based on the total sales (lease) price.
An additional _____ fee of \$ _____ shall be paid by Seller on _____. (Date)

Basis of Compensation. Seller (jointly and severally, if more than one) agrees to pay Broker the compensation in cash at the time of the closing if Seller sells, leases, exchanges or contracts to sell, lease, or exchange the Property, or any portion thereof, during the term of this agreement or any extension thereof. Seller further agrees the commission shall be immediately due if: (1) The Broker, Seller, or anyone else, during the term of this agreement or any extension thereof, procures an offer from a Buyer (Tenant) ready, willing and able to purchase, exchange, or lease said Property at the price and on the terms set forth herein, and Seller refuses to accept such offer; (2) Or, if Seller executes a contract and thereafter unlawfully fails to close; (3) Or, if Seller withdraws the Property from sale (lease) or otherwise terminates this agreement; (4) Or, if Seller otherwise prevents the performance hereunder by Broker. In any exchange of the Property, Seller consents to Broker receiving a brokerage fee from both parties. Should Seller fail or refuse to carry out the terms of a sales (lease) contract, the Seller agrees to pay all costs and expenses incurred by Broker due to Seller's breach of said contract. For Broker's services, Seller further agrees to pay Broker an amount equal to the commission which would have been due and owing Broker had the transaction closed. The Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which Broker incurs in enforcing any of Seller's obligations under this listing agreement.

10. TERM: LISTING DATE is _____ LISTING EXPIRATION DATE is _____

Should the Seller contract to sell or exchange, or contract to lease with option to buy, the property within _____ after the expiration of this Agreement to any buyer (or anyone acting on buyer's behalf) who has been introduced to the property directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the compensation as set forth above. If a contract to purchase is signed before this Agreement expires the term hereof shall continue until final disposition of Purchase and Sales Agreement. Seller agrees to pay all cost incurred to market the property as a cancellation fee should Broker consent to release listing prior to expiration date. This paragraph shall not apply if the property is listed with another licensed real estate Broker at the time of such contract.

11. DISCLOSURE AND LISTING DATA: Seller agrees to carefully review the information on the Multiple Listing Profile Sheet, Tennessee Residential Property Condition Disclosure or Exemption and signed same. Seller has not advised Broker of any defects in the Property or the improvements located thereon, except as shall be noted on the Multiple Listing Profile Sheet and Tennessee Residential Property Condition Disclosure or Exemption signed by the Seller. Seller is not aware of any other defect or environmental factors which would affect the value of this Property. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing data wherein Seller has supplied information contained on the attached Multiple Listing Profile Sheet, Tennessee Residential Property Condition Disclosure or Exemption and agrees to hold Broker harmless and to defend and indemnify Broker from any claim, demand, action, liability or proceedings, therefore resulting from any omission or alleged omission by Seller on Multiple Listing Profile Sheet, Tennessee Residential Property Condition Disclosure or Exemption and/or for any material fact that is known or should be known by Seller concerning the Property and that is not disclosed to Broker. Seller is not aware of any other defect, environmental factors or adverse factors (as defined in Tennessee Code Annotated, Section 62-13-102).

12. SEWAGE DISPOSAL SYSTEM:

The plumbing system is connected to the public sewer.

OR The Property is served by a septic tank or other private disposal system.

13. HOME PROTECTION PLAN:

Seller agrees to provide warranty at a cost of \$ _____ for the purchase of a limited warranty to be funded at closing. Warranty company: _____

Deductible \$ _____. Seller understands that an administrative fee may be paid to the Broker by the Warranty company.

OR

Warranty waived.

14. BROKER AUTHORITY: Seller agrees that Broker is authorized to:

1. Receive on behalf of Seller, all notices, offers, and other documents incidental to the offering and sale of the Property which is covered by this agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller's failure to keep Broker informed of Seller's whereabouts shall relieve Broker of the duty to inform Seller of the receipt of such notices, offers and other information so long as such failure on the part of Seller continues.



2. Place a real estate sign and lock box on the property and to remove all other real estate signs; to disseminate the Tennessee Residential Property Condition Disclosure or Exemption and Multiple Listing Profile Sheet; to exhibit said property to any prospective Buyer; and to have interior/exterior photographs/videos taken, audio recorded, for the creation of any printed materials of said property to be used and distributed in promoting the sale and to use same to advertise the property on the Internet or other broadcast media
 3. Allow Broker to show the property at all reasonable hours and otherwise cooperate with Broker.
 4. File the listing with the Multiple Listing Service; to cooperate with other Agents and to pay a portion of the compensation as may be agreed to by Broker with them; to provide timely notice of status changes of the listing to the Multiple Listing Service; to provide contract information including selling (lease) price to the Multiple Listing Service upon the sale, lease, or exchange of the property; to publish Purchase and Sales Agreement information at final closing (settlement); and the right to authorize dissemination of this information by the Multiple Listing Service to its participants.
15. **EARNEST MONEY:** Broker is authorized to accept from Buyer (Tenant) a deposit as earnest money to be applied to the purchase price (rent) for the Property, such deposit to be held by Broker in an escrow account until the closing. If a purchase and sales agreement (lease agreement) is terminated by a Buyer and Seller elects to retain the earnest money deposit, such deposit shall be divided equally between the Seller (as one party) and Broker after any expenses are deducted, but in no event shall Broker's portion exceed the sum which Broker would have received had the sale been consummated.
16. **TITLE:** Seller warrants he is vested with good and merchantable title to the Property, with full authority to execute this agreement and to sell the property. Seller shall convey the property by a good and sufficient general warranty deed.
17. **EQUAL HOUSING:** In any real estate transaction, licensed Brokers and Sellers are prohibited by law from any discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin. A request from a Seller to observe discriminatory requirements in the sale (lease) of the Property will not be granted since it is a violation of the law.
18. **LEGAL DOCUMENTS:** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.
19. **BINDING EFFECT:** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns.

NOTE: Any provisions of this Agreement which are preceded by a box “” must be marked if a part of this Agreement.

This _____ day of _____, _____.

Broker or Licensee authorized by Broker _____

Seller Signature _____

Seller Signature _____

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its content except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

