



## LISTING AGREEMENT



The Standard Form (rev 07/11/13) of:  
New Orleans Metropolitan Association of REALTORS®, Inc.

For exclusive use of REALTORS®  
REALTOR® Boards provide this form as an aid, and not as legal advice.  
REALTOR® members assume no responsibility for unauthorized use.

1 \_\_\_\_\_ La \_\_\_\_\_  
2 The undersigned Client (herein after referred to as Owner) hereby grants to \_\_\_\_\_  
3 and their successors or assigns (herein after referred to as "Broker"), the sole and exclusive right to sell the following described Property:  
4 \_\_\_\_\_  
5 Subdivision \_\_\_\_\_; City \_\_\_\_\_;  
6 Parish \_\_\_\_\_; Louisiana, Zip \_\_\_\_\_  
7 including: \_\_\_\_\_  
8 excluding: \_\_\_\_\_  
9 On grounds measuring about \_\_\_\_\_, or as per title, for \_\_\_\_\_  
10 \_\_\_\_\_  
11 (\$ \_\_\_\_\_) Dollars cash or the following terms: \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_ or any other price, or upon any other terms, as may hereafter be agreed upon.  
14 \_\_\_\_\_  
15 This authorization to sell shall remain in full force and effect for a period of \_\_\_\_\_ from date of acceptance by Broker,  
16 who shall calculate the beginning and expiration date of this authorization and timely furnish a copy to seller. If an Agreement to purchase and sell  
17 is executed during the term of this Listing Agreement, the parties agree to extend the effective period of this Listing Agreement to include the  
18 closing date as provided for in the Agreement to Purchase, or any extension thereof.  
19 \_\_\_\_\_  
20 Owner agrees to pay Broker's commission of \_\_\_\_\_ on the gross amount of any Agreement to sell, ex-  
21 change, or option that may be negotiated during the existence of the Agreement, or on the gross amount of any such agreement made within  
22 \_\_\_\_\_ after the expiration or termination of this Agreement, with anyone to whom said property  
23 has been quoted during the term of this Agreement, part of which commission in the amount of \_\_\_\_\_ of the gross sales price may  
24 be paid by a Listing Broker to a Cooperating Broker. The Closing Notary is authorized to deduct and disburse commission at Act of Sale. This  
25 protection period shall terminate when the Property is listed with another Real Estate Broker. The commission is earned when such an  
26 Agreement is signed by all parties resulting in a valid and binding Agreement to Purchase. Said commission is also earned upon obtaining an  
27 offer to purchase at the listed price and terms with reasonable time for act of sale and occupancy. In the event the Property is leased to anyone  
28 during the term of this Agreement, Owner agrees to pay Broker a commission of \_\_\_\_\_.  
29 \_\_\_\_\_  
30 Listing Broker is authorized to accept from Purchaser, or his representative, a non-interest bearing deposit represented by cash and/or real estate  
31 deposit note, and to place the cash portion in "Sales Escrow Account" in a financial institution in the State of Louisiana, unless all parties agree in  
32 writing that the deposit be held by the Cooperating Broker, a title company, or some other entity of their choosing. Broker shall have no  
33 responsibility in the case of failure or insolvency of the one who holds the deposit. In the event a dispute arises regarding entitlement to the  
34 deposit/funds the broker holding the same shall comply with the provisions of LREC Rule, Chapter 29, section 2901 and disburse the funds upon  
35 written mutual consent of all parties or upon brokers reasonable interpretation of the contract as to the party entitled to the funds, but only after 10  
36 days notice to all parties and licensees. Further, broker may place the funds into the registry of the court, or disburse upon a court order.  
37 \_\_\_\_\_  
38 Owner agrees to refer all prospects to Broker, to cooperate fully and not to obstruct the sale of the Property, during the term of this  
39 contract. In case of employment of counsel to enforce this Agreement, Owner will pay all costs and reasonable attorney's fees incurred by  
40 Broker. In further consideration of the efforts and expenditures by Broker, Owner shall indemnify Broker, his Agents and Employees, against all  
41 liability, loss and expense, including reasonable attorney's fees and court costs that may be incurred as a result of any claim or suit by any  
42 person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the  
43 condition of said premises or Owner's negligence.  
44 \_\_\_\_\_  
45 Owner specifically requests and authorizes the use of the Multiple Listing Service, the public display of Property address, photos, virtual tours,  
46 and other depictions of the property and its contents through the MLS, the Internet, and various web sites, including Internet Data Exchange  
47 and Virtual Office Websites, to promote and enhance the sale of the Property. The Owner further authorizes Broker to provide timely notice of  
48 status changes of the listing to the MLS; and to provide and publish sales information including selling price to the MLS upon sale of the  
49 Property. Owner also authorizes all MLS brokers who participate in Internet Data Exchange and Virtual Office Websites, to publicly display the  
50 Property and its contents on the Brokers' web sites and agrees to hold harmless and indemnify the Brokers, their Agents and Employees, the  
51 MLS and the Association of REALTORS® (NOMAR and GSREIN) from any and all claims which may arise there from. The Owner authorizes

BROKER'S Initials \_\_\_\_\_

SELLER'S Initials \_\_\_\_\_



52 Broker and the MLS to disseminate pertinent information including, but not limited to the photo of Property, listed price, Property condition and/or  
53 Seller considerations affecting such Property. Broker is authorized to post signs and advertise the Property for sale.

54

55 Owner hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish  
56 display, and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to distribute the Owner Listing  
57 Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever.  
58 Owner represents and warrants to Broker that the Owner Listing Content, and the license granted to Broker for the Owner Listing Content, do not  
59 violate or infringe upon the rights, including any copyright rights, or any person or entity. Owner acknowledges and agrees that as between  
60 Owner and Broker, all Broker Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any Broker Listing  
61 Content.

62

63 Notwithstanding the provisions of Civil Code Articles 2985 through 3034 or any other provisions of law, a licensee engaged in any real  
64 estate transaction shall be considered to be representing the person with whom he is working as a Designated Agent unless there is a written  
65 agreement between the Broker and the person providing that there is a different relationship or the licensee is performing only ministerial  
66 acts on behalf of the person.

67

68 Check below if there are any legal impediments that may affect transferring title:

69 ☐ Potential Short Sale

☐ Is property currently mortgaged

70 ☐ In Foreclosure

If so, ☐ Is the mortgage current?

71 ☐ Bankruptcy

☐ Any other liens or judgments affecting the property

72 ☐ Tax Sale

☐ Succession

73 ☐ Lease(s)

☐ Other \_\_\_\_\_

74 Seller acknowledges that such impediment may require disclosure and authorizes broker to do so.

75

OWNERS SHALL COMPLETE THE PROPERTY DISCLOSURE (ADDENDUM) FORM.

76

OWNERS SHALL COMPLETE THE LEAD BASED PAINT DISCLOSURE FORM IF PROPERTY WAS BUILT PRIOR TO 1978.

77

OWNERS SHALL REVIEW AND SIGN REAL ESTATE AGENCY DISCLOSURE PAMPHLET.

78

79

**WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS**

80

81

The commissions reflected in this Agreement have been negotiated only by the parties to the Agreement.

I understand and consent to dual agency? ☐ Yes ☐ No

Do you desire home protection warranty? ☐ Yes ☐ No

Broker may receive a fee from insurer if a  
Home Warranty Plan is provided.

Would you like relocation assistance? ☐ Yes ☐ No

Do you authorize the use of a lockbox on the Property  
in accordance with the lockbox procedures which have  
been explained to you, and hold said company and  
its associates harmless from any responsibility or  
liability in connection herewith?

☐ Yes ☐ No

Do you authorize VOW Comments in conjunction with  
the listing? ☐ Yes ☐ No

Do you authorize VOW Automated Valuation Model in  
conjunction with the listing? ☐ Yes ☐ No

Seller authorizes this agreement and any supplement  
addendum or modification relating hereto, including  
any photocopy, facsimile or electronic transmission  
thereof, may be executed in two or more counterparts,  
all of which shall constitute one and the same Agreement.

☐ Yes ☐ No

Accepted by: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Seller's Designated Agent: \_\_\_\_\_

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Owner's Signature

Owner(s) Name (type or print)

Owner's Signature

Owner(s) Name (type or print)

E-Mail Address:

Mailing Address

City, State, Zip

(Area Code) Telephone Number