



# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT FOR UNIMPROVED LAND

**1. BROKER.** \_\_\_\_\_, in consideration of diligent services to be performed is granted the exclusive right to sell my/our property identified in Section #3 herein from effective date as stated on the last page of this Agreement.

**2. SELLER NAME & MAILING ADDRESS.**

\_\_\_\_\_

Email Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

**3. PROPERTY DESCRIPTION.** TAX PARCEL # \_\_\_\_\_ being situated in \_\_\_\_\_ County, Delaware and further identified as \_\_\_\_\_

**INCLUSIONS/EXCLUSIONS:** Unless specifically indicated otherwise herein, the property shall be sold in its present condition; however, the Agreement of Sale will be the final list of what is included or excluded.

Included items:

Excluded Items:

**4. RENTAL/LEASE.**

(a) The Property  is  is not subject to any tenant rental/lease agreements. Seller will assign all existing leases and transfer security deposits, and any other pre-paid items and rent to Buyer at final settlement. In the event the property is subject to any Rental/Property Management agreements which contain language indicating that such agreement runs with the property and is binding on any Buyer, Seller shall provide a copy of such agreement to any prospective Buyer and such agreement shall become binding on Buyer after closing. Seller authorizes their Rental/Property Management company to release all rental information requested by the listing agent and agrees to cooperate with the transfer of any rental/lease agreements at time of final settlement.

(b) The Property  is  is not subject to any third-party rental/lease agreements such as fuel storage tank leases, solar panel leases, water conditioner leases, security monitoring system leases, or similar agreements or as specified in the Sellers Disclosure of Real Property Condition Report for Unimproved Land or elsewhere in this Agreement. Seller agrees to cooperate with Buyer in the transferring of any rental/lease agreements prior to final settlement.

**5. LISTED PRICE.** The listed price of the property is: \$ \_\_\_\_\_ unless modified in writing by Seller.

**6. POSSESSION.** Possession is to be conveyed at time of settlement or on such other date agreed to by Seller and Buyer.

**7. TERMINATION.** This Agreement will expire at 11:59pm \_\_\_\_\_. Broker shall not be obligated to continue to market the property after an offer has been accepted by the Seller. In the event an agreement of sale is ratified during the term of this Exclusive Right To Sell Listing Agreement which subsequently becomes null and void prior to the termination date herein, the Broker shall continue to market the property for the duration of this Agreement and any extension thereof. Should any agreement of sale ratified during the term of this Exclusive Right to Sell Listing Agreement not settle until after the Termination date herein, any Brokerage Fee due Broker under this Listing Agreement shall remain due to Broker no later than the date of final settlement.

**8. CANCELLATION.** Either party may cancel this Agreement upon \_\_\_\_\_ days written notice after \_\_\_\_\_ days from effective date.

Seller's Initials

**9. BROKERAGE FEE.** Seller agrees to pay Broker a commission of \_\_\_\_\_ (% of the selling price and/or \$) plus \_\_\_\_\_ for services rendered, if, during the term of this Agreement (or extension): (1) Broker produces Buyer ready, willing and able to purchase subject property at the listed price/terms contained in this Agreement or other price/terms acceptable to Seller; or (2) subject property is sold or exchanged by any other Broker or person whomsoever including Seller. The Brokerage Fee will also be due Broker in the event subject property is sold, conveyed, or otherwise transferred by Seller within \_\_\_\_\_ days after termination or cancellation of this Agreement to a Buyer introduced to subject property by Broker or other cooperating Broker during the term of this Agreement. (This provision does **NOT APPLY** in the event subject property is listed with another Broker at time of sale).

**10. CO-OPERATION.** Broker is authorized to offer cooperation and compensation from Brokerage fee to other Brokers as a Buyer(s) Agent with the Broker/Agent representing the Buyer of the property. Broker is  is not  authorized to offer cooperation and compensation to other Brokers as subagents. Compensation to other Brokers: \_\_\_\_\_ (% of the selling price and/or \$)

**11. EXCLUSIVE RIGHT TO SELL.** During the term of this Agreement, or any extension(s) thereof, Seller agrees not to sell or negotiate for the sale of subject property except through Broker designated herein, nor give any other Broker, firm, or person authorization to sell or negotiate for the sale of subject property.

**12. DISBURSEMENT OF DEPOSITS.** If the Agreement of Sale provided by the Delaware Association of Realtors® is used for the transaction, then Seller agrees that the following process shall apply for disbursement of deposits unless modified in the Agreement of Sale: **DISBURSEMENT OF DEPOSITS.** The Seller acknowledges and agrees that deposit monies held on account by Broker shall only be disbursed under one of the following conditions:

- A. Upon final settlement hereunder; OR
- B. Upon a release being signed by all parties to the transaction authorizing disposition of these funds; OR
- C. At such time as one of the parties to the transaction files suit and the court orders the disbursement of these funds; OR
- D. Broker follows the notice and disbursement process based on passage of time outlined below; OR
- E. Upon the filing of an interpleader action in the proper court, thereby causing these funds to be deposited with the court.

Broker's notice and disbursement process based on passage of time:

Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved \_\_\_\_\_ days (180 if not specified) after the Settlement Date as specified in this Agreement of Sale (or any written extension thereof) or following the termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies may, in the Broker's sole discretion, decide to disburse the deposit monies to the person who, in the good faith of the Broker, is entitled to receive the deposit monies in accordance with the terms of this Agreement. Prior to making such disbursement, Broker shall notify all parties, in writing with verification of delivery or to an email address used during the transaction, of Broker's intention to make the disbursement unless within sixty (60) days of notice, Broker receives written notice that the dispute is the subject of filed litigation, arbitration, or mediation. If Broker has received written notice of filed litigation, arbitration, or mediation prior to disbursement, Broker will continue to hold the deposit monies until receipt of a written disbursement agreement between Buyer and Seller or a final court order. Buyer and Seller agree that the disbursement of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after disbursement is made unless disbursement is according to court order. Buyer and Seller agree that upon disbursement according to this process, neither Buyer nor Seller shall have any further right, claim, demand, or action against Escrow Broker regarding the return or disposition of the deposit monies, and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions.

Interpleader: Should Broker elect to file an action of interpleader, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, up to the full amount of the Deposit(s) held by Broker.

**13. SELLER REPRESENTATION.**

- A. Seller warrants that the information in this Agreement is true and correct to the best of Seller's knowledge and belief and may be used as a basis for presenting the Property to prospective Buyers.
- B. Seller shall indemnify and hold Broker harmless from any claim, damages, judgment, and costs, expressly including reasonable attorney fees, arising out of or from any occurrence incident to any mistake, exaggeration, omission, inaccuracy of said information, or escrow dispute, including any omission or inaccuracy on applicable disclosure documents.
- C. Seller hereby agrees to conduct all negotiations pertaining to the sale of the Property through the Broker and cooperate with the Broker fully in the Broker's efforts to sell the Property.
- D. Seller further understands and agrees that Seller, and not the Broker, is responsible for the care and physical condition of the Property, its management and maintenance.
- E. Seller acknowledges reading and signing the Consumer Information Statement of the Delaware Real Estate Commission.

**14. SELLER OBLIGATIONS.**

A. Seller will convey to Buyer a good, marketable, fee simple title by deed of special warranty, or assignment of Leasehold estate and/or title to manufactured home, as applicable, free and clear of encroachments that would be shown by a survey, liens, and encumbrances of record, but subject to all existing easements and restrictions of record.

B. Seller agrees to execute any agreement, deed, leasehold interest assignment or other document(s) necessary to fulfill this

Seller's Initials

C. Agreement. As appropriate, such documents will contain covenants of warranty conveying good and marketable title to Buyer. Evidence of marketable title may be in the form of a Policy of Title Insurance obtained at expense of Buyer. In the event a title examination discloses title is imperfect and marketable title cannot be delivered by Seller within a reasonable time, Broker will nevertheless be entitled to the full agreed commission provided herein.

C. Seller agrees to furnish Broker such documents as necessary and reasonable to bring about the sale of subject property, such as, but not limited to: proof of ownership, tax records, property income/expense records, existing rental/lease agreements, any current well &/or septic/site evaluation reports, and similar documents, and authorizes the Broker to give this information to prospective Buyers.

D. Taxes, special assessments, water, sewer, and other public charges, ground rent, condominium fees, rental monies, public utility charges and other fixed charges are to be prorated as of date of settlement unless otherwise designated herein. Seller acknowledges realty transfer tax obligation as applicable. Any rollback taxes will be the responsibility of the Seller unless agreed otherwise with the Buyer.

E. In the event property has restricted access, Seller grants Broker permission to use a key and/or a keyed combination, or electronic lockbox for the purpose of entering and exiting the Property for showings and inspections. Seller is advised that there may be real estate licensees, appraisers, inspectors, or others who do not subscribe to the Broker's lockbox service but, nevertheless, desire to access Seller's Property. In such event, some lockbox systems may allow for a unique one-day code to be obtained and provided to such individuals for purpose of access, subject to Broker approval as Broker deems appropriate. In the event the Property is occupied by a tenant, the Broker shall not install a keyed, combination, or electronic lockbox without the tenant's prior written authorization.

F. Seller agrees to refer to Broker all inquiries of Brokers, Agents or others expressing interest in Seller's property.

G. If applicable, Seller warrants to Broker and all potential Buyers that all known defects contained in the Property have been fully, accurately, and truthfully disclosed in writing to the best knowledge of the Seller on any other applicable disclosure forms, and that no defects have been communicated to the Broker by Seller, either verbally or in writing, that are not contained on those forms. Broker is authorized to convey the aforementioned disclosures to prospective Buyer.

H. Sale may be contingent on Buyer obtaining mortgage financing which may be contingent upon inspections and/or appraisals required by the lender. In this event, Seller agrees to permit access to the Property at reasonable times for such purpose.

I. By Delaware law, money may be withheld from a Seller who will not be a resident of Delaware after Settlement. Delaware tax form 5403 is used to calculate the amount of tax required to be withheld from Seller at settlement.

**15. SELLER ACKNOWLEDGMENT.**

A. Seller recognizes that persons not under the control of Broker, such as other Brokers, other Broker's Salespersons, prospective Buyers and experts retained by prospective Buyers may come upon Seller's property without Broker's supervision through the use of a lockbox and/or key. Broker will in no way be responsible for any injury to prospective Buyers, inspectors or appraisers that occur on the Property or any loss or damage to Seller's Property.

B. Seller agrees to indemnify and hold harmless Broker, Broker's Salespersons and employees, Cooperating Brokers, their associated Salespersons, the State or local Associations of REALTORS®, and experts retained by a Buyer or prospective Buyer, from and against any and all claims or damages, including their reasonable attorney's fees and costs, arising out of the use of a lockbox and/or key, including but not limited to, claims for loss of property or for injury to persons or property.- Seller shall maintain liability insurance until the time of settlement. Seller agrees that Broker is not responsible for fire, vandalism, theft, damage or destruction of any nature caused by others during the term of this Agreement.

C. Seller hereby acknowledges that the listing Agent may take photographs, prepare virtual tours, and/or use any other media for the purpose of advertising the property, including multiple listing services, social media, and the internet. Under certain circumstances, a Buyer accompanied by an Agent may record images of the property for purposes of facilitating a sale. Broker cannot control unauthorized use of digital or social media.

D. Seller authorizes Broker to show the property to prospective Buyers and to place a "for sale" sign on the property. Once the property is under an Agreement of Sale, Broker may display a "sale pending/sold" sign on property until date of final settlement. All signs will be removed upon termination of this Agreement.

E.  Yes  No There is a functioning audio/visual surveillance system on the Property. In the event a functioning system is present, Seller agrees to post clearly visible notice of such at the entrance where potential Buyers may enter the property.

**16. BROKER AUTHORIZATION.**

A. Broker is authorized to accept and hold in escrow a deposit to apply towards purchase price. In the event the deposit is forfeited, one-half will be paid to Seller and one-half paid to Broker as compensation, provided Broker's share does not exceed agreed commission amount. The Broker is irrevocably authorized to collect such compensation prior to disbursement to Seller.

B. All advertising, which may include, but is not limited to, magazines, newspapers, internet, signs, and other promotional vehicles, deemed advisable by Broker, is hereby authorized by Seller, and unless otherwise specified, shall be paid by Broker.

C. Broker is authorized to submit the property and related documents to any Multiple Listing Service in which Broker is a participant. Broker is authorized to report that the property is under contract when Owner enters into an agreement of sale and to report all sales information including the sale price and terms with the understanding that the sale price and terms will not be published before settlement.

D. When submitting the property to any Multiple Listing Service, Broker shall disseminate property information in conformity with the Seller's instructions below. The Seller may elect to Opt Out of any of the following provisions by checking NO in the corresponding box:

- a.  Yes  No The Seller authorizes the listed property to be displayed on the Internet.
- b.  Yes  No The Seller authorizes the numerical address of the listed property to be displayed on the Internet.
- c.  Yes  No The Seller authorizes the automated valuation of the listed property.
- d.  Yes  No The Seller authorizes the blogging features associated with the listed property.

Seller's Initials

Seller understands and acknowledges that if they answer NO to question (a) above, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

Seller further understands and acknowledges that certain data may be made available on the internet through other sources which the Broker and local MLS cannot control.

E. Broker is authorized to obtain descriptive and factual information from Seller about Property and to update such information as warranted.

F. In addition the Broker will:

a. Receive delivery of, and present, offers and counteroffers.

b. Assist the Seller in developing, communicating, negotiating and presenting offers, counteroffers and notices relating to offers and counteroffers.

c. Answer Seller's questions relating to offers, counteroffers, notices, negotiations and contingencies.

G. Seller is advised that prospective Buyers or cooperating Brokers may inquire of Broker or Broker's Agents as to whether existing written offer(s) have been received for the purchase of the Property. The disclosure of the existence of written offer(s) could be either beneficial or detrimental to Seller. Such disclosure could result in the interested Buyer making the highest and best offer as promptly as possible, or, such disclosure could result in the interested Buyer electing not to make an offer, therefore, check only one box below;

a.  Seller does authorize the Broker or Broker's Agents to disclose the existence of other written offers in response to inquiries from prospective Buyers or cooperating Brokers.

b.  Seller does NOT authorize the Broker or Broker's Agents to disclose the existence of other written offers in response to inquiries from prospective Buyers or cooperating Brokers.

c.  Seller will authorize Broker or Broker's Agent at the time a written offer is presented to seller as to how to proceed with the distribution of appropriate information related to the offer(s) upon inquiries from prospective Buyers or cooperating Brokers.

**17. FAIR HOUSING.** All Parties agree to comply with all Fair Housing and Civil Rights laws in the purchase and sale of the Property and further agree specifically not to discriminate against any person because of RACE, COLOR, NATIONAL ORIGIN, RELIGION, CREED, SEX, MARITAL STATUS, FAMILIAL STATUS, AGE, SEXUAL ORIENTATION, GENDER IDENTITY, SOURCE OF INCOME and/or HANDICAP/DISABILITY.

**18. HEIRS AND ASSIGNS.** This Agreement is binding upon the parties' respective heirs, personal representatives, successors and assigns.

**19. ADDENDUMS.** Any attached addendum(s) are only applicable if marked **YES** or checked. **NO** or a blank means Seller is waiving the opportunity to include the contingency or clause. If language in this Agreement and Addendum(s) are in conflict, unless otherwise provided herein, then the addendum(s) will supersede this Agreement.

Sellers Disclosure of Real Property Condition Report (Unimproved Land Only)

DUCIOA (Delaware Uniform Common Interest Ownership Act) Resale Certification Form

DUCIOA (Delaware Uniform Common Interest Ownership Act) Resale Certificate Addendum to Listing Agreement

Consumer Information Statement

Site Evaluation

Septic Inspection Report

List of Lienholder(s)

Other \_\_\_\_\_

**20. ADDITIONAL TERMS AND CONDITIONS.**

**21. ENTIRE AGREEMENT.** This Agreement constitutes the entire terms and provisions of this Exclusive Right to Sell Listing Agreement between Seller and Broker and may be used as a basis for presenting the property to prospective Buyer. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement shall survive execution and delivery of the Agreement of Sale and closing documents and shall not be merged therein. The singular forms "Seller" and "Buyer" are used in this Agreement solely as a convenience and is intended to include all parties who are Sellers and Buyers.

**22. ACKNOWLEDGMENT.** Seller acknowledges he/she has read, fully understands, and consents to this Exclusive Right to Sell Listing Agreement for Unimproved Land and acknowledges receipt of a copy. A facsimile, electronic record with electronic signature or Seller's Initials

photocopy of a signed Agreement shall constitute an original.

**23. SELLER AUTHORITY.** I/We hereby certify that I am/we are all the Seller(s) and am/are authorized to transfer the Property and hereby agree to the above terms, and that no other third party consent is necessary or has been omitted to execute this Agreement or convey the property and by signing below hereby agree to the above terms.

|        |                      |      |       |
|--------|----------------------|------|-------|
| Seller | <input type="text"/> | Date | _____ |
| Seller | <input type="text"/> | Date | _____ |
| Seller | <input type="text"/> | Date | _____ |
| Seller | <input type="text"/> | Date | _____ |

|                   |                      |                |       |
|-------------------|----------------------|----------------|-------|
| Broker Acceptance | <input type="text"/> | Effective Date | _____ |
|-------------------|----------------------|----------------|-------|

Seller's Initials