



RE-16 SELLER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

DATE: \_\_\_\_\_ AGENT: \_\_\_\_\_ Acting as Agent for the Broker

1. SELLER retains \_\_\_\_\_ Broker of \_\_\_\_\_ as SELLER'S exclusive Broker to sell, lease, or exchange the property described in Section 2 below, during the term of this agreement and on any additional terms hereafter set forth.

SAMPLE

2. PROPERTY ADDRESS AND/OR LEGAL DESCRIPTION. The property address and/or the complete legal description of the property are as set forth below.

Address \_\_\_\_\_
County \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_
Legal and/or Property Description \_\_\_\_\_

or [ ] Legal and/or Property Description Attached as addendum # \_\_\_\_\_. (Addendum must accompany this agreement)

3. TERM OF AGREEMENT. The term of this Agreement shall commence on \_\_\_\_\_ and shall expire at 11:59 p.m. on \_\_\_\_\_ unless renewed or extended. If the SELLER accepts an offer to purchase or exchange, the terms of this Agreement shall be extended through the closing of the transaction.

4. PRICE. SELLER agrees to sell the property for a total price of \$ \_\_\_\_\_

SAMPLE

5. FINANCING. SELLER agrees to consider the following types of financing (Complete all applicable provisions).

- [ ] FHA [ ] VA [ ] CONVENTIONAL [ ] ARM [ ] RURAL DEVELOPMENT [ ] Exchange
[ ] Cash [ ] Cash to existing loan(s) [ ] Assumption of existing loan(s)

[ ] SELLER will carry contract and accept a minimum down payment of \$ \_\_\_\_\_ and an acceptable secured note for the balance to be paid as follows: \_\_\_\_\_

Other acceptable terms \_\_\_\_\_

6. BROKERAGE FEE.

(A) If Broker or any person, including SELLER, procures a purchaser ready, willing and able to purchase, transfer or exchange the property on the terms stated herein or on any other price and terms agreed to in writing, the SELLER agrees to pay a total brokerage fee of \_\_\_\_\_% of the contract or purchase price OR \$ \_\_\_\_\_ of which \_\_\_\_\_% of the contract or purchase price OR \$ \_\_\_\_\_ will be shared with the cooperating broker, unless otherwise agreed to in writing. The fee shall be paid in cash at closing unless otherwise designated by the Broker in writing.

(B) Further, the brokerage fee is payable if the property or any portion thereof or any interest therein is, directly or indirectly, sold, exchanged or optioned or agreed to be sold, exchanged or optioned within \_\_\_\_\_ calendar days (ninety [90] if left blank) following expiration of the term hereof to any person who has examined, been introduced to or been shown the property during the term hereof.

(C) If SELLER, upon termination of this Agreement, enters into a Right to Sell Agreement to market said property with another Broker, then the time period specified above in Section 6B, shall not apply and will be of no further force or effect.

7. ADDITIONAL FEES: \_\_\_\_\_

8. INCLUDED ITEMS. SELLER agrees to leave with the premises all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges/ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein.

SAMPLE

Also included: \_\_\_\_\_

SELLER'S Initials ( \_\_\_\_\_ )( \_\_\_\_\_ ) Date: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

58 9. EXCLUDED ITEMS. \_\_\_\_\_

59 \_\_\_\_\_

60 \_\_\_\_\_

61 \_\_\_\_\_

62 \_\_\_\_\_

63 10. TITLE AND EXISTING ENCUMBRANCES. Title to the property is to be conveyed by Warranty Deed unless otherwise provided  
64 herein, and is to be marketable and insurable except for rights reserved in federal patents, federal, state or railroad deeds, building or use  
65 restrictions, building and/or zoning regulations and ordinances of any governmental entity, and rights of way and easements established or  
66 of record. The individual executing this Agreement warrant and represents that said individual either owns the property or has full power  
67 and right to enter into this Agreement and to sell and convey the property on behalf of the SELLER and that to the best of said individual's  
68 knowledge the property is in compliance with all applicable building and zoning regulations and with any applicable covenants and  
69 restrictions affecting the property except: \_\_\_\_\_

SAMPLE

70 \_\_\_\_\_

71 \_\_\_\_\_

72 \_\_\_\_\_

73 \_\_\_\_\_

74 The SELLER agrees to provide good and marketable title to the property at the time of closing. The property is currently encumbered by  
75 the following liens:  1st Mortgage  2nd Mortgage  Home Equity Loan  Other \_\_\_\_\_  
76  The property is not encumbered by any mortgage, lien, or other security instrument.

77  
78 Loan payments  are  are not current; loan  is  is not assumable. If loan is assumable, Buyer  will  will not be required to qualify  
79 and  will  will not release SELLER'S liability.

80  
81 SELLER is aware that some loans have a recapture provision or prepayment penalty and SELLER may be required to pay additional funds  
82 to satisfy such **recapture or penalty**.

SAMPLE

83  
84 The property  is  is not currently under foreclosure proceedings. If property is currently or becomes involved in foreclosure  
85 proceedings, Idaho law requires certain additional disclosures to be provided in a separate form and affixed to the Purchase and Sale  
86 Agreement. Foreclosure means that a trustee or beneficiary has filed a notice of default in the county where the property identified in  
87 Section 2 is situated and in addition to any statements required by Idaho law, the notice also states that trustee or beneficiary has elected  
88 to sell the property to satisfy an obligation.

90 11. MULTIPLE LISTING SERVICE AUTHORIZATION. (Name of MLS) \_\_\_\_\_

91 / \_\_\_\_\_  
92 (Initial) By initialing this line, it is understood that Broker is a member of the above MLS. SELLER authorizes and directs Broker  
93 to offer to cooperate with and compensate other Brokers, and to submit a Property Data Sheet and any authorized  
94 changes to MLS as required in the Rules and Regulations of the above MLS. SELLER understands and agrees that any  
95 MLS information regarding the above property will be made available to Buyer's Agents and/or Dual Agents. SELLER  
96 acknowledges that pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client  
97 information.

SAMPLE

98 12. LOCKBOX AUTHORIZATION.  
99 / \_\_\_\_\_  
100 (Initial) By initialing this line, SELLER directs that a lockbox containing a key which gives MLS Keyholders access to the property  
101 shall be placed on any building located on the property. SELLER authorizes MLS Keyholders to enter said property to  
102 inspect or show the same. SELLER agrees to hold Broker harmless from any liability or loss.

103 13. INTERNET AUTHORIZATION.  
104 SELLER  does  does not agree to allow listing to be displayed on Internet.  
105 SELLER  does  does not agree to allow address to be displayed on Internet.

107 14. INTERNET AUTHORIZATION FOR VIRTUAL OFFICE WEBSITE ONLY.  
108 SELLER  does  does not agree to allow for Automatic Valuation Model (AVM).  
109 SELLER  does  does not agree to allow blogging and or consumer comments.

111 15. ADVERTISING AUTHORIZATION.  
112 SELLER  does  does not agree to allow Broker to advertise said property in print media.  
113 SELLER  does  does not agree to allow Broker to advertise said property in other advertising media.  
114 SELLER  does  does not agree to allow Broker to place the broker's sign on above property.

SAMPLE

116 16. SELLER'S PROPERTY DISCLOSURE FORM. If required by Title 55, Chapter 25 Idaho Code, SELLER shall within ten (10) days after  
117 execution of a Purchase and Sale Agreement provide to Buyer "Seller's Property Disclosure Form" and Buyer shall have three (3) business days  
118 from receipt of the disclosure report to rescind the offer in a written signed and dated document delivered to the SELLER or the SELLER'S Agents.  
119 Buyer rescission must be based on a specific written objection to a disclosure made in the Seller's Property Disclosure Form.

SELLER'S Initials ( \_\_\_\_\_ )( \_\_\_\_\_ ) Date: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

120 **17. LEAD BASED PAINT DISCLOSURE.** SELLER has been advised of disclosure obligations regarding lead-based paint and lead-based  
121 paint hazards in the event property is a defined "Target Housing" under Federal Regulations. The term lead-based paint hazard is intended  
122 to identify lead-based paint and all residential lead-containing dusts and soils **regardless of the source of lead.**

123 Said property  is  is not "Target Housing". If yes, SELLER agrees to sign and complete the Information Disclosure and  
124 Acknowledgment Form provided and deliver to my agent all records, test reports or other information related to the presence of lead-based  
125 paint or lead-based paint hazards, if any.  
126

127 **18. TRANSACTION RELATED SERVICES DISCLAIMER:** SELLER understands that Broker is qualified to advise SELLER on general  
128 matters concerning real estate, but is not an expert in matters of law, tax, financing, surveying, structural conditions, property inspections,  
129 hazardous materials, or engineering. SELLER acknowledges that Broker advises SELLER to seek expert assistance for advice on such  
130 matters. The Broker or Broker's agents may during the course of the transaction identify individuals or entities who perform services  
131 including **BUT NOT LIMITED TO** the following; home inspections, service contracts, appraisals, environmental assessment inspection,  
132 code compliance inspection, title insurance, closing and escrow services, loans and refinancing services, construction and repair, legal and  
133 accounting services, and/or surveys. The SELLER understands that the identification of service providers is solely for SELLER'S  
134 convenience and that the Broker and their agents are not guaranteeing or assuring that the service provider will perform its duties in  
135 accordance with the SELLER'S expectations. SELLER has the right to make arrangements with any entity SELLER chooses to provide  
136 these services. SELLER hereby releases and holds harmless the Broker and Broker's agents from any claims by the SELLER that service  
137 providers breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with the  
138 SELLER'S expectations. In the event the SELLER requests Broker to obtain any products or services from outside sources, **SELLER**  
139 **agrees to pay for them immediately when payment is due.** For example: surveys or engineering, environmental and/or soil tests, title  
140 reports, home or property inspections, appraisals, etc.  
141

142 **19. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY:** The undersigned SELLER(S) have received, read  
143 and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned SELLER(S)  
144 understand that the brokerage involved in this transaction may be providing agency representation to both the SELLER(S) and the Buyer.  
145 The undersigned SELLER(S) each understands that, as an agent for both SELLER/client and Buyer/client, a brokerage will be a limited  
146 dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain  
147 confidential client information concerning price negotiations, terms or factors motivating the Buyer/client to buy or the SELLER/client to sell  
148 without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited  
149 dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2085, Idaho Code. The undersigned SELLER(S)  
150 each understands that a limited dual agent does not have a duty of undivided loyalty to either client.  
151

152 The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of  
153 agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent  
154 with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who  
155 supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in  
156 the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain  
157 from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency  
158 relationship. SELLER  does  does not consent to allow Buyer's Agents and/or Limited Dual Agents to show property and to allow the  
159 Broker to share brokerage fees as determined by the Broker with Buyer's Agents and/or Limited Dual Agents.  
160

161 **20. SELLER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES:** SELLER acknowledges that  
162 Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other Buyers and for SELLERS in the sale of the  
163 property. SELLER has been advised and understands that it may create a conflict of interest for Broker to introduce Buyers to SELLER  
164 Client's property because Broker could not satisfy all of its Client duties to both Buyer Client and SELLER Client in connection with such a  
165 showing or any transaction which resulted. **Based on the understandings acknowledged, SELLER makes the following election:**  
166 (Make one selection only)  
167

168 \_\_\_\_\_ / \_\_\_\_\_  
169 Initials  
170 **Limited Dual Agency**  
171 **and/or**  
172 **Assigned Agency**

168 SELLER does want Broker to introduce any interested Client of Broker to Client SELLER'S property and hereby  
169 agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known  
170 to the Broker at that time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will  
171 act in an unbiased manner to assist the SELLER and Buyer in the introduction of Buyers to such SELLER Client's  
172 property and in the preparation of any contract of sale which may result. SELLER authorizes Broker to act in a  
173 **limited dual agency** capacity. Further, SELLER agrees that Broker may offer, but is not obligated to offer,  
174 **assigned agency** representation, and if offered by the Broker, SELLER authorizes Broker to act in such capacity.  
175

174 **OR**

176 \_\_\_\_\_ / \_\_\_\_\_  
177 Initials  
178 **Single Agency**  
179

176 SELLER **does not want** Broker to introduce interested Buyer Clients to Client SELLER'S property and hereby  
177 releases Broker from any responsibility or duty under the agency agreement to do so. Broker shall be under no  
178 obligation or duty to introduce the Buyer to any Client SELLER'S property.  
179

**SELLER'S Initials** ( \_\_\_\_\_ )( \_\_\_\_\_ ) **Date:** \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

21. **INFORMATION WARRANTY.** SELLER warrants that all information provided by the SELLER herein and hereafter will be true and correct.

22. **DEPOSIT.** Brokers are authorized to receive a deposit from any prospective purchaser who offers to purchase or exchange the property and shall notify SELLER of the receipt of any such deposit. Acceptance of such deposit by a Broker shall not constitute SELLER'S acceptance of any such offer.

23. **GENERAL PROVISIONS.** In the event either party shall initiate a lawsuit or action or appeal on any matter relating to this Agreement the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees and all court costs and other expenses incurred by the prevailing party. This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.

24. **NON-DISCRIMINATION.** SELLER and Broker acknowledge that it is illegal to discriminate in the showing, sale or leasing of the property on the basis of race, religion, creed, color, sex, marital status, national origin, familial, or handicapped status of such person.

25. **SINGULAR AND PLURAL** terms each include the other, when appropriate.

26. **FACSIMILE TRANSMISSION.** Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

27. **TIME IS OF THE ESSENCE IN THIS AGREEMENT**

28. **SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

29. **BROKERS ARE REQUIRED TO PRESENT ALL WRITTEN OFFERS UP UNTIL THE TIME OF CLOSING (per Idaho Code §4-2051).**

30. **OTHER TERMS AND CONDITIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR REGISTRATION # (if applicable) \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ Agent or Broker (on behalf of Brokerage) Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ Brokerage Address \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Brokerage Phone \_\_\_\_\_ Brokerage Fax \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Brokerage Email \_\_\_\_\_

Email \_\_\_\_\_ Agent/Broker Email \_\_\_\_\_

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