

**KEY REALTY LLC EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**

**1. SELLER'S INFORMATION**

**Seller:** \_\_\_\_\_  
**Realty Address:** \_\_\_\_\_ **(Legal on File)**  
**City of:** \_\_\_\_\_ **County of:** \_\_\_\_\_ **State of:** Nevada **Zip:** \_\_\_\_\_  
**Commencement Date:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**2. TERMS OF SALE**

Sales price will be: \$ \_\_\_\_\_  
Sales price will be the sum of: \_\_\_\_\_ (Dollars)  
The following financing terms will be considered:  
 Cash                       Conventional Loan                       FHA Loan                       VA Loan  
 Owner will Carry         AITD     Lease Option                       Assumable

**3. COMMISSION**

- A. Listing Brokerage commission is fully negotiable.
- B. Listing Brokerage is authorized to cooperate with other Brokerages in the marketing, sale or exchange of the realty.
- C. Listing Brokerage commission will be paid from Owner's proceeds at close of escrow.
- D. Listing Brokerage commission is irrevocably assigned by owner at the time of sale to Listing Broker.
- E. Commission will be \_\_\_\_\_% of the final sales price and split as follows.
  - 1. \_\_\_\_\_% of the final sales price to the Listing Brokerage.
  - 2. \_\_\_\_\_% of the final sales price to the Buyer's Brokerage.
- F. Commission will be paid provided the Buyer's Brokerage procures a buyer during the above time period or written extension.
- G. Commission will be paid if the realty is sold, exchanged, or otherwise transferred during the above listing period.
- H. Commission will be paid, if there is a sale by anyone, including the owner.
- I. Commission will be payable upon default by Owner.
- J. Commission will be payable on mutual rescission by Buyer and Owner which prevents completion of the purchase.

**4. OWNER'S OBLIGATIONS AND WARRANTIES**

- A. Owner agrees to make available to Listing Brokerage and prospective buyers all relevant data pertaining to the realty.
- B. Owner agrees to allow Listing Brokerage and cooperating Brokerages to show realty at reasonable times with reasonable notice.
- C. Owner agrees not to obstruct the Listing Brokerage's performance.
- D. Owner, upon the sale of the realty, will promptly deposit in escrow all instruments necessary to complete the sale.
- E. Owner has completed the Sellers Real Property Disclosure Statement and allows Listing Brokerage to distribute copies.
- F.  Owner has ordered preliminary title
- G.  Owner has ordered loan payoff
- H.  Owner has ordered resale package
- I.  Owner understands any and all tax consequences
- J. Owner warrants the accuracy of the information furnished with respect to the realty.
- K. Owner agrees to hold the listing Brokerage harmless from any liability arising out of incorrect or undisclosed information.
- L. Owner agrees to notify Listing Brokerage within seven (7) days of changes in rentals, expenses, or other material aspects.
- M.  Owner to consider a 1031 exchange.
- N.  Owner warrants that he or she is the owner of record of the realty **OR**
- O.  Owner has given authority to the undersigned to execute this Agreement on behalf of the Owner(s) of record (proof on file).

[\_\_\_\_\_] [\_\_\_\_\_] Owner's Initials  
I have read and understand this page

[\_\_\_\_\_] [\_\_\_\_\_] Agent's Initials  
I have read and understand this page

Property Address: \_\_\_\_\_

**5. OWNER'S INSTRUCTIONS AND AUTHORIZATIONS**

- A. Owner instructs Listing Brokerage to list and market the realty using the following tools:
- |   |   |
|---|---|
| 1. <input type="checkbox"/> Multiple Listing Service (MLS)        | 5. <input type="checkbox"/> Distribute marketing flyers to area businesses  |
| 2. <input type="checkbox"/> Place a "For Sale" Sign on the realty | 6. <input type="checkbox"/> Distribute marketing flyers in the neighborhood |
| 3. <input type="checkbox"/> Place a lockbox on the realty         | 7. <input type="checkbox"/> Distribute marketing flyers to other top agents |
| 4. <input type="checkbox"/> Distribute on the Internet            | 8. <input type="checkbox"/> Hold an open house with one (1) week's notice   |

\_\_\_\_\_  
Owner's initials - those not marked will not be done by the agent at Owner's request

- B. Owner authorizes the following items to be completed and agrees to pay for the following reports:
- |  |          |
|--|----------|
| 1. <input type="checkbox"/> Obtain a Preliminary Title Report not to exceed a cost of  | \$ _____ |
| 2. <input type="checkbox"/> Obtain a Structural Inspection not to exceed a cost of     | \$ _____ |
| 3. <input type="checkbox"/> Obtain a Roof Certification not to exceed a cost of        | \$ _____ |
| 4. <input type="checkbox"/> Obtain a Pest & Dry Rot Inspection not to exceed a cost of | \$ _____ |
| 5. <input type="checkbox"/> Obtain a Home Warranty not to exceed a cost of             | \$ _____ |
| 6. <input type="checkbox"/> Obtain a Home Warranty with a pool not to exceed a cost of | \$ _____ |
| 7. <input type="checkbox"/> Obtain a Mold Inspection not to exceed a cost of           | \$ _____ |

\_\_\_\_\_  
Owner's initials - those not marked will not be done by the agent at Owner's request

**\*\*\* Owner is aware of the benefits of these inspections according to NRS 113.150.5B**

- C. Owner authorizes Listing Brokerage to display the following fees. These fees will cover the previous twelve (12) months; per diem
- |   |  |
|---|--|
| 1. <input type="checkbox"/> Electric Fees | 4. <input type="checkbox"/> Gas Fees         |
| 2. <input type="checkbox"/> Water Fees    | 5. <input type="checkbox"/> Sewer Fees       |
| 3. <input type="checkbox"/> Tax Fees      | 6. <input type="checkbox"/> Association Fees |

\_\_\_\_\_  
Owner's initials - those not marked will not be done by the agent at Owner's request

**INITIAL OR N/A ON EACH OF THE FOLLOWING**

- D. Owner will allow buyer's agent to present in person. Listing agent will prepare a net sheet. \_\_\_\_\_(initial if agreed)
- E. Owner wants buyer or buyer's agent to fax or e-mail offers directly to the listing agent who will present in person to the owner. Listing agent will prepare a net sheet for the owner. \_\_\_\_\_(initial if chosen)
- F. Owner wants buyer or buyer's agent to fax, e-mail or present all offers in person without the listing agent present. Listing agent is not involved in any form and will not prepare a net sheet. \_\_\_\_\_(initial if chosen) Must sign authorization form and waiver form.
- G. Owner wants direct communication with the buyer without buyer's agent or listing agent. Listing agent is not involved in any form and will not prepare a net sheet. \_\_\_\_\_(initial if chosen) Must sign authorization form and waiver form.
- H. Owner agrees to make a decision within three hours of receiving offers.  yes  no
- I. Seller authorizes agent to reject any offer that is less than \_\_\_\_\_% of the list price.
- J. Agent must disclose info on "D" through "I" in the MLS listing.

**6. LOCKBOX INFORMATION**

- A. A lock box is a depository for a key to the above premises.
- B. A lock box will provide access to the interior of the premises by participants of the Multiple Listing Service (MLS).
- C. If persons other than the Owner occupy the realty, Owner must obtain the occupants written permission for use of the lock box.
- D. No brokerages, MLS, or the Association of REALTORS® are insured against, resulting from the use of a lockbox:
- Theft
  - Loss
  - Damage
  - Vandalism
- E. Owners are advised to verify their insurance coverage and, if necessary, obtain appropriate insurance.

[_____] [_____] Owner's Initials	[_____] [_____] Agent's Initials
I have read and understand this page	I have read and understand this page

Property Address: \_\_\_\_\_

**7. BROKERAGE'S OBLIGATIONS, FAIR HOUSING, ATTORNEY FEES**

- A. Listing Brokerage agrees to use due diligence in effecting a sale of realty.
- B. State and federal laws prohibit discrimination in all real estate transactions.
- C. In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

**8. LIMITATION OF BROKERAGE**

Real Estate Brokerages and agents are not qualified to give legal, tax, accounting, or insurance advice.

**9. ENTIRE CONTRACT AND ADDITIONAL TERMS AND CONDITIONS**

- A. This document contains the entire contract of the parties and supersedes all prior contracts.
- B. There are no other representations with respect to the realty which are not expressly set forth.
- C. Any modifications must be in writing and signed and dated by both parties.
- D. Owner acknowledges that he or she has not relied on any other statements of the real estate Agent or Listing Brokerage.
- E. The owner/seller agrees to vacate within 30 days or less upon acceptance of an offer.
- F. Seller agrees to offer bonuses to buyers' brokerage an amount of \$\_\_\_\_\_.
- G. Seller agrees to contribute \$\_\_\_\_\_ towards buyers' costs.
- H. Seller agrees to contribute \$\_\_\_\_\_ to the listing agent if sold within \_\_\_\_\_ days.
- I. Any agent contribution must be stated below with the dollar amount listed.
- J. Seller agrees to leave all utilities on until close of escrow.
- K. Seller verifies that this is not a flipped property. That means the seller has owned it for at least six months.
- L. If any inspection or title search reveals a negative result, the seller or Key Realty can either cancel or continue with the contract.
- M. Agent may send correspondence to the seller through the following e-mail address: \_\_\_\_\_

**10. ADDITIONAL TERMS AND CONDITIONS**

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**11. AUTHORIZATION**

The undersigned Owner hereby grants the undersigned Listing Brokerage the exclusive authorization and right to sell the above named realty. Owner also acknowledges understanding of all clauses and acknowledges a receipt of a copy of this contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Brokerage: Key Realty LLC

Owner's Signature: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Address: 9890 S. Maryland Parkway, Suite200

Las Vegas, Nevada 89123

Phone/Fax: \_\_\_\_\_

Phone/Fax: 702-313-7003 / 702-933-3603

E-Mail: \_\_\_\_\_

Agent's E-Mail: \_\_\_\_\_

Brokerage E-Mail: Contract@KeyRealtyLasVegas.com

[ ] [ ] Owner's Initials  
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[ ] [ ] Agent's Initials  
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