

LISTING AGREEMENT



The Standard Form (revised 10/01)
 New Orleans Metropolitan Association of REALTORS®, Inc.
 Northshore Area Board of REALTORS®, Inc.
 Saints Board of REALTORS®, Inc.

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 REALTOR® Boards provide this form as an aid,
 and not as legal advice. REALTOR® members
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1. _____ La _____
 2. The undersigned Client (herein after referred to as Owner) hereby grants to **Re/Max Real Estate Partners Inc.**
 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. Owner agrees to pay Broker's commission of _____ on the gross amount of any agreement to sell, ex-
 15. change, or option that may be negotiated during the existence of the agreement, or on the gross amount of any such agreement made within
 16. _____ days after the expiration or termination of this agreement, with any one to whom said property has been quoted during the term of this
 17. agreement, part of which commission may be paid to a cooperating Broker at listing Broker's sole discretion. The Closing Notary is authorized
 18. to deduct and disburse commission at Act of Sale. This protection period shall terminate when the property is listed with another Real Estate
 19. Broker. The commission is earned when such an agreement is signed by all parties resulting in a valid and binding agreement to purchase.
 20. Said commission is also earned upon obtaining an offer to purchase at the listed price and terms with reasonable time for act of sale and
 21. occupancy. In the event the property is leased to anyone during the term of this agreement, Owner agrees to pay Broker a commission of
 22. _____ Broker is authorized to accept from Purchaser, or his representative, a non-interest bearing deposit
 23. represented by cash and/or a real estate deposit note, and to place the cash portion of this deposit in a federally insured banking or savings
 24. institution selected by Broker pending settlement. Broker shall have no responsibility in case of failure or suspension of said banking or
 25. savings institution. In the event of a dispute between Owner and the Purchaser, Owner understands and agrees that Broker cannot disburse
 26. the deposit without the mutual written consent of the Purchaser and Owner, or judicial order, or order of the Louisiana Real Estate
 27. Commission.
 28. 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
 29. contract. In case of employment of counsel to enforce this agreement, Owner will pay all costs and reasonable attorney's fees incurred by
 30. Broker. In further consideration of the efforts and expenditures by Broker, Owner shall indemnify Broker against all liability, loss and
 31. expense, including reasonable attorney's fees and court costs that Broker may incur as a result of any claim or suit against Broker by any
 32. person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to
 33. the condition of said premises or Owner's negligence. This authorization to sell shall remain in full force and effect for a period of
 34. _____ from date of acceptance by Broker. Upon acceptance, Broker shall calculate expiration date and so notify
 35. Owner. If an agreement to purchase and sell is executed during the term of this listing agreement, the parties agree to extend the effective
 36. period of this listing agreement to include the closing date as provided for in the agreement to purchase, or any extension thereof.
 37. The Owner specifically requests and authorizes the use of the Multiple Listing Service, and also authorizes the Broker to place the
 38. property on a computerized system of public access such as the Internet, when available, to promote and enhance the sale of the property.
 39. If the Broker participates in Internet Data Exchange (which allows MLS Brokers to publish listings of other MLS Participants on their web
 40. sites), Owner authorizes all MLS Brokers who participate in Internet Data Exchange to publish their property on the broker's web sites.
 41. The owner further authorizes Broker and the MLS to disseminate pertinent information including, but not limited to the photo of property
 42. sale price, property condition and/or seller considerations affecting such property. Broker is authorized to post signs and advertise the
 43. property for sale.
 44. Notwithstanding the provisions of Civil Code Articles 2985 through 3034 or any other provisions of law, a licensee engaged in any real
 45. estate transaction shall be considered to be representing the person with whom he is working as a Designated Agent unless there is a written
 46. agreement between the Broker and the person providing that there is a different relationship or the licensee is performing only ministerial
 47. acts on behalf of the person.
 48. **OWNERS SHALL COMPLETE THE PROPERTY DISCLOSURE (ADDENDUM) FORM.**
 49. **OWNERS SHALL COMPLETE THE LEAD BASED PAINT DISCLOSURE FORM IF PROPERTY WAS BUILT PRIOR TO 1978.**
 50. **OWNERS SHALL REVIEW AND SIGN REAL ESTATE AGENCY DISCLOSURE PAMPHLET.**
 51. _____
 52. **WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS.**
 53. _____
 54. **The commissions reflected in this agreement have been negotiated only by the parties to the agreement.**

I understand and consent to dual agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you desire home protection warranty? Broker may receive a fee from insurer if a Home Warranty Plan is provided.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Would you like relocation assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Seller authorizes the authentication of his signature, or of the Purchaser's, by facsimile (fax).	<input type="checkbox"/> Yes	<input type="checkbox"/> No

 Owner's Signature

 Owner(s) Name (type or print)

 Owner's Signature

 Owner(s) Name (type or print)

 Mailing Address

Accepted by: _____

Effective Date: _____

Expiration Date: _____

Seller's Designated Agent: **Douglas Gordon**

 City State, Zip

 (Area Code) Telephone Number

 E-Mail Address: