

**CONTRACT EMPLOYING REAL ESTATE
BROKER FOR SALE OF PROPERTY**

This agreement dated _____ (1) _____, is made By and Between _____ (2) _____, whose address is _____ (3) _____, referred to as "Owner", AND _____ (4) _____, whose address is _____ (5) _____, referred to as "Broker."

1. Property. Owner is the owner of the following real estate:

(Address or Legal Description)

2. Employment of Broker. Owner lists this property for sale with the Broker at the price of \$ _____ (6) _____ or at any other price which is satisfactory to Owner. The listing to sell means that the Broker shall be entitled to commissions as herein provided no matter who procures the buyer.

3. Commission. Owner agrees to pay the Broker a commission of _____ (7) _____ percent (%) of the purchase price. The commission will be earned when all of the following conditions are met: (a) the Broker produces a buyer ready, willing and able to buy on the terms fixed by Owner, (b) the buyer enters into a binding contract of sale, and (c) the buyer completes the transaction by closing title in accordance with the contract of sale. If the buyer is unable, unwilling or defaults in the purchase, Owner will not be required to pay any commission to the broker.

4. Other Brokers. Owner authorizes and directs that the Broker submit the above listing to all multiple listing services available in this area. The amount of the commission set forth in this agreement shall be divided among all Brokers involved in accordance with agreements between the Brokers.

5. Advertisement. The Broker and the other Brokers noted above are authorized to advertise the sale and take all necessary steps to bring about the sale.

6. Signs. The Broker will provide suitable sign or signs, subject to Owner's approval.

7. Term of Agreement. This agreement shall remain effective until _____ (8) _____, unless terminated prior thereto.

8. Termination. Either party may terminate this contract on twenty (20) days notice. Such termination shall not limit the Brokers right to commissions resulting from pending negotiations.

9. Signatures. Both the Broker and Owner agree to the above.

Witnessed by:

_____ (9) _____ (10) _____
"OWNER"

_____ (9) _____ (11) _____
"BROKER"

NOTICE

The information in this document is designed to provide an outline that you can follow when formulating business or personal plans. Due to the variances by many local, city, county and state laws, we recommend that you seek professional legal counseling before entering into any contract or agreement.