PROPERTY LISTING AGREEMENT

Exclusive Broker Authorization and Right to Sell

Open to all Brokers to Sell

This Property Listing Agreement is made by and between :

SELLER: _____ and

LISTING BROKER :_____

Effective Period : Commencing on _____and ending_____at 11:59 pm on _____ [the listing period] .

The Seller hereby grants to the Listing Broker, the exclusive right to market and sell. The seller also allows and gives permission to all other brokers to cooperate and sell this property with an agreed and shared commission with the Listing Broker as mentioned in Item number 3 .

Described as:

Transfer Certificate of Title [TCT] No, _____

Details :

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1. INCLUDED AND EXCLUDED ITEMS. Unless otherwise stated in the Offer to Purchase.

- **Included:** All fixtures and fittings attached to the property
- **Excluded:** All personal property items

Additional Items Included:

_____

Additional Items Excluded:

_____

The Seller acknowledges that, although intentions for inclusions and exclusions are noted here, the final *Offer to Purchase* document, signed by the buyer and seller, will govern what is included or excluded in the sale. The Broker is not liable for discrepancies between this section and the final agreement.

Listing Price: ₱ _____,
(Words: _____)

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2. LISTING PRICE AND TERMS

Additional Terms:

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3. BROKER COMPENSATION

Notice: Commission rates are not fixed by law and are subject to negotiation.

Seller agrees to pay the Listing Broker :

- **_____% of the gross final purchase price. OR**
- **PHP _____**

AND: If a sale is completed with a buyer introduced during the listing or extension period or within 180 days (or _____ days) after expiration based on a list of prospective buyers shown the property—then the Listing Broker is entitled to the agreed commission, even if the sale is completed by another broker or the Seller directly.

Early Termination of Sale: If the property is:

- Withdrawn, conveyed, leased, or made unmarketable without Broker's consent during the listing period or extension and due to the fault of the seller; OR
- The transaction fails due to any party other than the Seller due to fraud and misrepresentation.

Then, the Broker may still be entitled to compensation subject to the damages received by the Seller, minus title, escrow, and collection expenses.

Cooperation with Other Brokers: The Listing Broker may offer _____% of the final price, OR PHP _____ to cooperating brokers.

Escrow Assignment: Seller shall assign to the Listing Broker the above compensation from the proceeds in escrow. This Agreement may serve as instructions to the Escrow company for payments to all parties concerned.

The seller confirms that they have not signed a listing agreement for this property with another broker and have no obligations to pay other brokers.

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4. TITLE, OWNERSHIP, AND AUTHORITY

Seller warrants:

- Full ownership of the property
- Authority to execute this agreement
- No conflicting ownership or restrictions

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5. MULTIPLE LISTING SERVICE (MLS)

Information on this listing **will / will not** be provided to the MLS of the Broker's choice. The seller authorizes the Broker to comply with applicable MLS rules. MLS data may be syndicated to third-party websites unless instructed otherwise.

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6. SELLER REPRESENTATIONS

Seller confirms:

- No knowledge of default, delinquency, bankruptcy, or legal disputes affecting the subject property unless disclosed.
- They will inform the Broker promptly of any such matters during the listing period
  The broker is authorized to accept and hold earnest deposits on behalf of the Seller to be applied to the purchase price.

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7. DUTIES OF BROKER AND SELLER

Broker Responsibilities:

- Exercise Due Diligence
- Order Disclosures and Contingency reports
- Advertise and market using any suitable method

Seller Responsibilities:

- Act in good faith and make the property accessible
- Refer all inquiries to the Listing Broker
- Determine the final listing price, disclose all material facts and contingencies.

Indemnity Clause: Seller agrees to indemnify and hold Broker harmless from disputes or liabilities due to undisclosed or incorrect information.

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8. DEPOSIT HANDLING

Earnest money deposits received shall be placed in escrow and applied to the purchase price.

9. AGENCY RELATIONSHIP

- **Agency Disclosure:** Seller will receive a “Disclosure Regarding Agency Relationship.”
- **Representation:** Broker represents the Seller unless otherwise disclosed.
- **Dual Agency:** The Seller consents to possible dual agency if the Broker directly procures the buyer.

  The broker will not disclose the Seller's willingness to accept less or the Buyer's willingness to pay more without written consent. Dual agents must disclose material facts to both parties.

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10. OTHER SELLERS

The Seller acknowledges that the Broker may represent multiple clients and similar properties. A broker may represent other sellers and buyers simultaneously.

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11. SECURITY AND INSURANCE

The broker is not liable for property damage or loss during showings or inspections. The seller should secure valuables and maintain insurance.

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12. KEYSAFE/LOCKBOX

If authorized, a key safe or lockbox may be used to provide access to property for brokers, inspectors, and buyers. The seller must secure written consent from any occupants.

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13. SIGNAGE

Seller **does/does not** authorize the Broker to install FOR SALE / SOLD signage on the property.

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14. COMPLIANCE

Property shall be marketed in compliance with Philippine fair housing and anti-discrimination laws.

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15. DISPUTE RESOLUTION

Mediation: Seller and Broker agree to submit any disputes arising from this Agreement to mediation before seeking arbitration or litigation

CONFORME:

Print Name: _____

Seller Signature: _____ Date: _____

Print Name: _____

Seller Signature: _____ Date: _____

Print Name: _____

Broker Signature: _____ Date: _____