

**LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)**

1 Date: _____
2

3 In consideration of services to be performed by _____
4 (Broker/Company, hereinafter referred to as "Broker") for _____

5 _____ ("Seller"),
6 Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property
7 known as _____ in _____ Township,
8 _____ County, _____, Indiana _____
9 (zip code) legally described as: _____
10 _____

11 _____ (the "Property").
12

13 This contract begins on _____, and expires at midnight _____
14 subject to the following terms and conditions:
15

16 List Price: \$ _____ Possession: _____
17

18 Terms of Sale: The Property may be sold for cash or any of the following methods indicated below:

- | | | | |
|-------|---|-------|----------------------------|
| _____ | Conventional Mortgage | _____ | Conditional Sales Contract |
| _____ | Insured Conventional Mortgage | _____ | FHA |
| _____ | Assumption of Existing Mortgage Balance | _____ | VA |
| _____ | Other _____ | | |

23 Seller agrees to pay costs associated with financing not to exceed _____.

24 Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and
25 affixed thereto, **except** _____

26 Items of Personal Property included in the sale: _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____

34 **(A) EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell, option, exchange or lease
35 listing, and Broker shall be entitled to the commission hereinafter established which shall be payable upon the occurrence of any of the
36 following events:

- 37 (1) at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person
38 during the term of this contract or any renewal or extension thereof,
- 39 (2) at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to
40 purchase, option, exchange or lease the Property for such price and terms as specified, or such other price or terms
41 as Seller may accept,
- 42 (3) at the time an agreement is entered into to sell, exchange, option or lease during the term of this contract or any
43 renewal or extension thereof, and ultimately completed after the termination of this contract,
- 44 (4) the Property is sold, optioned, leased, or exchanged by Seller or any other person within _____ days
45 after termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any
46 cooperating broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing
47 Contract terminates and the Property is listed exclusively with another licensed broker, or
48 (5) at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the
49 Property.
50

51 Any commission required to be paid under items (1), (3) and (4) above shall be due and payable at the closing of the transaction
52 when title to or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items
53 (2) and (5) above shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then
54 Broker shall be entitled to interest at the rate of _____ % per annum until commission is paid.
55

56 If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the Property will not
57 take place until after the term of this contract, then this contract shall automatically be extended to coincide with the closing date or term of the
58 lease.
59

(Property Address and/or Initials)