

60 (B) **BROKER'S COMMISSION.** The broker's commission charged by the listing Broker for services rendered, with respect to any  
61 listing, is solely a matter of negotiation between Broker and Seller and is not fixed, controlled, suggested, recommended or  
62 maintained by the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the MLS (if  
63 applicable) or any person not a party to the contract. Seller has been advised of Broker's cooperative compensation policy.  
64

65 Seller shall pay in cash to Broker for services a total commission as follows: **(Check appropriate paragraph number/numbers)**

- 66  1. \_\_\_\_\_ % of the selling/exchange price or option selling price, not less than \$ \_\_\_\_\_  
67  
68  2. In the event of a purchase option, the Seller agrees to compensate Broker \_\_\_\_\_ %  
69 of the consideration paid for an Option to Purchase.  
70  3. In the event of a lease, the Seller agrees to compensate Broker \_\_\_\_\_ % of  
71 all amounts paid by a lessee to Seller over the term of the lease.  
72  4. Other: \_\_\_\_\_  
73  
74 \_\_\_\_\_  
75

76 (C) **COMMISSION IS LIEN; ATTORNEY FEES.** For purposes of this contract, the parties understand and agree that Broker's  
77 commission is deemed to be a share of the purchase money received by Seller, and Broker shall have a lien on the funds and  
78 a lien upon the Property until the commission is paid. If any action is filed in relation to this Listing Contract, the unsuccessful  
79 party shall pay to the successful party a reasonable sum for the successful party's attorney's fees and court costs.  
80

81 (D) **EARNEST MONEY.** Broker is authorized to accept earnest money or any part of the purchase price and hold it in an  
82 escrow/trust account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker to keep  
83 any earnest money deposits up to the amount the commission would have been if the sale was completed in payment for  
84 Broker's expenses, services and advertising.  
85

86 (E) **MLS INFO (IF APPLICABLE).** It is understood that the Broker may rely on the validity of the data pertaining to this Listing  
87 Contract which has been provided by the Seller, and the Seller agrees that Broker may disclose the data to a Multiple  
88 Listing Service ("MLS"), Internet or any advertising media and that the Broker may furnish notice to a MLS or other provider of all  
89 changes of information concerning the Property.  
90

91 (F) **INFORMATION REGARDING PROPERTY.** Seller acknowledges that the information on the Listing Profile Sheet and Seller's  
92 Residential Real Estate Sales Disclosure Form (if applicable) is true and correct, and that Seller is the owner of the Property  
93 or is the authorized agent(s) of the true owner with complete and full authority to act on behalf of the owner(s). Seller further  
94 warrants that no other listing contract is now in force with any other broker. The Seller(s) or authorized agent(s) agree to  
95 indemnify, actively defend and hold Broker, Company and its agents harmless from any damages, loss, liability and expenses including  
96 attorney fees and costs, arising from incorrect information or failure to supply material information regarding the Property,  
97 including, but not limited to the condition of appliances, heating, plumbing, electrical, sewage, major defects in structure, mold and/or other  
98 environmental conditions or hazards, location of property lines, public and private restrictions on the use of the Property, any loss or liability  
99 in conjunction with this agreement or with Broker or other licensees showing the Property including, but not limited to, injuries suffered by  
100 other licensees or prospective buyers.  
101

102 (G) **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE.** Seller acknowledges that Listing Broker, Selling Broker and all  
103 salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the  
104 evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which  
105 might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness,  
106 including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children  
107 and/or the elderly.  
108

109 **Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and releases and holds**  
110 **harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and costs, arising**  
111 **out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including**  
112 **Environmental Contaminants. This release shall survive the closing.**  
113

114 (H) **AGENCY DISCLOSURES.**

- 115  
116 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.  
117  
118 2. **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is  
119 representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary;  
120 or (2) the Licensee is merely assisting the individual as a customer. Licensee(Broker) represents the interests of the  
121 Seller as Seller's agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and  
122 disclosure to the Seller. However, Licensee must deal honestly with a buyer and disclose to the buyer information  
123 about the Property. All representations made by Licensee about the Property are made as the agent of the Seller.

(Property Address and/or Initials) \_\_\_\_\_

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