

AGENCY CONTRACT — EXCLUSIVE RIGHT TO SELL

Entered into _____ Iowa, on _____.

In consideration of your agreement to list and endeavor to sell, I hereby grant to you, a licensed real estate broker, the sole and exclusive right to sell the following real estate located in _____ County,, Iowa. Locally known as: _____, and legally described as: _____.

FOR THE CASH PRICE OF: _____ (\$_____).

COMMISSION: Should the property or any part thereof be sold or exchanged or a buyer be found by you or by any other person, at the price specified herein or any other price or terms which I may authorize or accept, I agree to pay you at the time of settlement a commission of _____ % of the SALE PRICE with a minimum commission of \$_____ and will promptly deliver to you a complete abstract showing good and merchantable title to the date of transfer and execute a warranty deed to the property for delivery to the buyer, or enter into a contract or deed.

RESERVED ITEMS: The following items which would ordinarily be considered a part of the real estate shall not be included in the sale: _____

_____.

In order to exclude them from the sale, such items must also be excluded in the Purchase Agreement.

TERMINATION AND PROTECTION: This contract shall terminate at 11:59 p.m. on the _____ day of _____, except that if the property shall be sold, or exchanged within _____ days after termination of this listing or any extension thereof to any party to whom I, you, or any other licensed real estate broker, or any other person has presented it while it is listed, I will pay you the commission specified above.

LOCK-BOX: ___ I DO ___ I DO NOT (check appropriate box) want you to install a lock-box for the purposes of securing ingress and egress from my property.

MARKETING: In order to show the property, you and your agents shall have access to it at all reasonable times, and I will give you all possible assistance in making a sale of the property. You are hereby authorized to place a "For Sale" sign on the property. You are authorized and directed to submit the listing with the Multiple Listing Service of THE DES MOINES AREA ASSOCIATION OF REALTORS®, Incorporated to be published and disseminated to its participants and report to the Multiple Listing Service and its members, both before and after the sale, any information concerning price and terms of sale, encumbrances and financing as they may request, subject to the following terms and conditions:

(Please check the applicable box)

This listing shall be designated as an exclusive right to sell listing. We authorize this listing broker as the exclusive entity to sell our property but further authorize the listing broker to cooperate with other brokers, including subagents and buyers' brokers, in the sale of the listed property and to compensate such brokers out of the commission provided for herein.

This listing shall be designated as an office exclusive listing. We authorize the listing broker as the exclusive entity to sell our property. We do not authorize cooperation with or compensation to any other broker. Our authorization to submit this listing to the Multiple Listing Service of THE DES MOINES AREA ASSOCIATION OF REALTORS®, Incorporated does not include authorization for that entity to disseminate such information to other brokers except after the property is sold.

NON-DISCRIMINATION: This property is offered without regard to race, color, sex, creed, religion, national origin, handicap and familial status.

BREACH: Should a bona fide offer be made by a ready, willing and able Buyer, meeting the terms of this contract and I FAIL TO ACCEPT SUCH OFFER, THEN I shall pay the agreed commission in full upon demand. Should a bona fide offer be made by a ready, willing and able Buyer at the price specified herein or any other price or terms which I may authorize or accept, and I fail to fulfill the terms of that purchase agreement, then I shall pay you the agreed commission in full.

REPRESENTATIONS: I have furnished to you the information concerning this property shown on the attached data sheet and I represent to the best of my knowledge and belief that such information is true. If it is established that such information and representations are incorrect and untrue, I agree to indemnify and hold you harmless from any and all loss, damage or expense in connection therewith, including court costs and reasonable attorney's fees.

MATERIAL DEFECTS: I acknowledge that I have a legal duty to disclose to Buyer any material defects of which I have actual knowledge and which a reasonable inspection by the Buyer would not reveal.

Owner and/or Buyer request that brokerage complete documents as authorized by Iowa law.

This listing agreement is subject to _____ addenda attached hereto.

REAL ESTATE BROKER

OWNER

OWNER