



EXCLUSIVE AGENCY LISTING AGENCY AGREEMENT

1. PARTIES: This legally binding Agreement ("Contract:") is entered into by sole property owners(s), \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Broker") as Seller's

exclusive agent, subject to the terms and conditions stated in this Contract. Seller agrees to conduct all transactional dealings (showings, discussions, communications, facilitations, information regarding the Property) through Broker and refer to Broker all inquiries made to Seller about such Property from other brokers, salespersons, buyers and other persons/organizations during the term of this Contract. Broker is defined as a licensed South Carolina real estate broker-in-charge and includes the broker's associated real estate licensees. This contract is binding on the Broker and the Seller and their principals, heirs, successors, assigns, transferees, amalgamees, administrators, and personal representatives.

2. PURPOSE OF LISTING AGENCY RELATIONSHIP: Seller desires to sell or lease real property which may or may not include items of personal property ("Property") described as follows (Seller/Buyer agreements may re-state Property): Type: [ ] Residential [ ] Commercial [ ] Industrial [ ] Vacant Land [ ] Other \_\_\_\_\_

Address \_\_\_\_\_ Unit # \_\_\_\_\_

City \_\_\_\_\_ State of South Carolina

Zip \_\_\_\_\_ County of \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Subdivision \_\_\_\_\_

Other \_\_\_\_\_ Tax Map/PIN \_\_\_\_\_

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any, described here: \_\_\_\_\_

3. TERM OF EXCLUSIVE AGENCY LISTING AGENCY RELATIONSHIP ("Term"): Broker's authority to act as Seller's exclusive agent under the terms of this Contract shall begin on \_\_\_\_\_, \_\_\_\_\_ and shall end at 11:59 p.m. (South Carolina local time) on \_\_\_\_\_, \_\_\_\_\_.

4. COMPENSATION: In consideration for the mutual covenants herein, Broker agrees to employ Broker's best efforts to sell or secure a contract for the sale or lease or transfer of any interest in any of the Property for a price of \_\_\_\_\_ (U.S. Dollars

\$ \_\_\_\_\_) or for such other price or upon such other terms (e.g. convey, sold/purchase, lease, exchange, option, gift, trade, transfer, ownership change of owning organization) to which Seller may subsequently agree during the authorized period and in return Seller agrees to pay Broker a Brokerage Fee/Commission of a commission of \_\_\_\_\_ % of gross sale/lease price or \$ \_\_\_\_\_ (U.S. Dollars) if Broker, Owner, another broker, or any other person or organization produces a buyer who is ready, willing, and able to obtain any interest in the Property on the terms described herein or on any terms acceptable to Seller. Seller understands Broker's policy for cooperating with other brokers and authorizes Broker to cooperate with and Broker to pay cooperating brokers per any legal/contractual obligation (e.g. MLS contractual obligations to MLS participants, SCR120 Compensation Agreement) in the following amounts as percentage of gross sale/lease price or total U.S. Dollars:

(1) Buyer Agency \_\_\_\_\_% and or \$ \_\_\_\_\_; (2) Transaction Broker (Non Agency) \_\_\_\_\_% and or \$ \_\_\_\_\_; (3) Sub Agency \_\_\_\_\_% and or \$ \_\_\_\_\_; (4) Other \_\_\_\_\_.

Seller and Brokers agree there shall be no variation or exception in the amount of the fee or commission to be paid, unless agreed upon in writing by the appropriate parties. The Brokerage Fee/Commission shall be earned, due and payable when Seller signs an agreement to purchase, option, exchange, lease, trade, transfer or gift any interest in any of the Property. If Seller fails or refuses to sell any of the Property for the price and terms set forth herein, or if Seller fails or

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refuses to compete the transfer any interest in any of the Property under any written agreement signed by Seller, Brokers full Brokerage Fee/Commission shall be immediately due and payable by Seller. Seller agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of the Brokerage Fee/Commission owed by Seller per this Contract. Broker agrees to defer payment of the Brokerage Fee/Commission until the contractual closing date including agreed upon extensions or default. Broker defers Brokerage Fee/Commission payment solely as an accommodation/convenience to the Seller and such deferral of payment shall in no way be construed as a waiver of the Brokerage Fee/Commission. Seller agrees to direct Closing Attorney to deduct and pay Broker's Brokerage Fee/Commission from sale proceeds. Seller agrees that if any interest in any of the Property is sold or leased for a price or upon such other terms (e.g. convey, sold/purchase, lease, exchange, option, gift, trade, transfer, ownership change of owning organization) to which Seller agrees within \_\_\_\_\_ calendar days after the expiration or termination of this Contract ("Broker's Protection Period") to a buyer to whom the property was shown by Seller, Broker, another broker, or any person or organization during the herein stated term of this Contract, the Brokerage Fee/Commission shall be due and payable from Seller to Broker. This Broker's Protection Period shall be terminated if Seller enters into a listing agreement for the Property with another broker during the Broker's Protection Period. Seller agrees that Seller unilaterally terminating this Contract prior to expiration of this Contract is a breach of this Contract. Seller and Broker agree that for purposes of this Contract, sale or lease shall be defined as any transfer of a legal, equitable, or beneficial interest in any of the Property, whether for money or in exchange for other property or services; and shall include but not be limited to any transfer of the ownership interest in any corporation, limited partnership, or other organization/entity; and that buyer shall be defined as any potential and or actual buyers, tenants, exchangees, purchasers, optionees, and all other categories of transferees.

Seller reserves the right to sell/lease the Property during the Term, without incurring liability for any compensation to the Broker, provided the sale/lease shall not be made to a person with whom the Broker shall have negotiated during the Term, and provided that Broker prior to any such sale/lease, has not become entitled to compensation in accordance with this Contract ("Seller's Sale"). In the event the Seller makes a Seller's Sale by accepting/ratifying a contract, Seller shall immediately notify Broker in writing specifying the name of the Buyer and the Purchase Price to be paid. In the event, the Seller fails to notify Broker in writing within ten (10) calendar days that Seller has received a contract offer from this Seller's Sale Buyer; Seller agrees to immediately pay to the Broker: the full Compensation amount due under this Contract which is due and payable in full. In the event the Seller notifies Broker in writing within ten (10) calendar days that Seller has received a contract offer from this Seller's Sale Buyer and Buyer purchases/leases the Property; Broker agrees that Seller does not owe the full Compensation amount due under this Contract. During the Seller's Sale, the Broker's Duties under this Contract are suspended and resume only if and when the Seller's Sale is terminated in Term.

**5. BROKER'S DUTIES:** (a) The Broker shall provide to Seller a meaningful explanation of brokerage offered duties and services and shall use Broker's professional real estate knowledge and skills to work with and facilitate the Seller in a diligent and effective manner to timely sell or lease the Property at terms stated in this Contract or terms otherwise suitable to Seller; (b) the Broker agrees to employ the best efforts of the Broker and Broker's agents and staff to secure a contract of sale for the Property upon such terms as may be agreeable to Seller; (c) the Broker agrees to direct the efforts of the Broker's organization to bring about the sale or lease of the Property at terms stated in this Contract or terms otherwise suitable to Seller; (d) Broker agrees to advertise the Property as Broker deems advisable in those advertising media of merit customarily used in the area; (e) Broker agrees to furnish such additional information as is necessary to cooperating real estate brokers and to assist such brokers in effective a sale or lease of Property; (f) Broker agrees to keep Seller reasonably informed as to the progress of Broker's efforts in finding a buyer or tenant for the Property; (g) if the Broker represents the buyer, the Broker shall **not** disclose to the Seller information obtained within the confidentiality and trust of the agency relationship with the buyer, nor disclose to the buyer information within the confidentiality of this agency relationship with the Seller, without the consent of the party adversely affected by the disclosure; (h) the Broker may represent other sellers who may be marketing similar property as the Seller. Upon the termination or completion of this agreement, Broker shall keep confidential information received during the course of this agreement that was made confidential by written request or instructions from the Seller, except as provided for under South Carolina law or this Contract. Broker represents that Broker is duly licensed under the laws of the State of South Carolina as a real estate broker. Broker will use Broker's best efforts as Seller's agent to market for sale or lease the Property at terms stated in this Contract and to facilitate acceptance of any offer by a buyer to purchase or lease the Property. During the term of this Contract, Broker will give Seller information about buyers who substantially meet the Seller's needs.

Broker who represents one party or no parties to a real estate transaction may provide assistance to other parties to the transaction by performing ministerial duties (e.g. writing and conveying offers, providing information and aid concerning other professional services not related to the real estate brokerage services being performed). Performing ministerial duties does not create an agency relationship. Broker may offer transaction brokerage to potential buyers. During the transaction, the Broker may represent buyers in an agency relationship while acting as Seller's agent subject to South

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Carolina laws (e.g. dual agency, designated agency). During the transaction, separately supervised branch offices of the Broker's organization may represent buyers in an agency relationship subject to South Carolina laws (e.g. single agency, dual agency, designated agency). Buyers who do not establish an agency relationship with a Broker and use the services of the Broker are customers. Contact SC REALTORS® ASAP if Broker or associated licensee is ever a potential buyer.

**6: SELLER'S DUTIES:** Seller agrees

- (A) To furnish Broker with keys/codes, complete and reliable information concerning the ownership and operation of the Property and any encumbrances or liens affecting the Property; and
- (B) To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale or lease of the Property; and
- (C) To permit inspection and showing and advertising of the Property by Broker, Broker's agents, Broker's subagents, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections and advertising as necessary; and
- (D) To convey marketable title to buyer in fee simple with a general warranty deed unless otherwise agreed upon in writing free from all liens, except those disclosed herein, subject to existing zoning and governmental restrictions, applicable owners' association assessments/fees/charges and restrictive covenants and covenants of records which do not materially affect the present use of the Property; and
- (E) To permit Broker to incur or pay on behalf of Seller reasonable expenses for repairs, inspection, utilities, maintenance, prevention of damage, or similar expenses not to exceed \$ \_\_\_\_\_ (unless otherwise agreed upon in writing) for each separate expense, and to timely/properly reimburse Broker, as necessary, upon receipt of the statement of expenses; and
- (F) To direct the closing attorneys to pay the Broker's compensation in an amount equal to the compensation described herein from Seller's proceeds at Closing; and
- (G) To grant Broker the authority and approval to list and publish all sales data pertaining to the sale and Closing of the Property irrevocably and to whomever and for as long as Broker deems necessary. Seller understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the MLS systems, for their use in marketing and selling and appraising (e.g. appraisal, BPO, CMA) of all properties listed in all displays/publications, as well as statistical use; and
- (H) To permit Broker and professionals to take photographs/videos of the Property for any advertising and marketing purposes for as long as and in any advertising/marketing medium that Broker deems necessary. Seller understands and acknowledges granting a perpetual and irrevocable right to Broker for all marketing materials involving the Property including but not limited to photographs, videos, drawings, brochures, descriptions, and websites developed to market the Property or Broker; and
- (I) To direct the closing attorneys to provide to Broker copies of the final settlement statement and other closing documents for the transaction prior to the Closing; and
- (J) To not deal directly with prospective buyers of the Property or other brokers during the period of this Contract and shall timely refer any inquiries by buyers and other brokers to the Broker and report any substantive contact with buyers and other brokers; and
- (K) To authorize Broker, in response to inquiries from buyers or other brokers or otherwise, to divulge as Broker deems necessary the existence and content of the any offers on the Property; and
- (L) To disclose to Broker in a timely and written manner any known off site conditions that may be a material fact or material adverse fact as such information is received by Seller; and
- (M) To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this Contract which Broker received during the course of this Contract and in accordance with state law/ethics.
- (N) To work exclusively with Broker and Broker's affiliated licensees and Broker's subagents during the term of this Contract by (1) showing Property only with Broker or Broker's designated representative and not with another real estate broker, salesperson or buyer; and (2) exclusively allowing Broker to facilitate the Seller's Property transaction; and (3) referring to Broker all inquiries received in any form from any other real estate broker or affiliated licensees; and (4) holding Broker harmless from liability as a result of incomplete/inaccurate information provided to Broker by Buyer or Seller; (5) holding Broker harmless from liability as a result of Seller's failure to provide a complete Seller's Property Condition Disclosure Statement; and (6) indemnifying Broker against all claims, damages, losses, expenses, or liability arising from the handling of earnest money by anyone other than Broker; and
- (O) To assist Broker by: (1) providing Broker with reliable information (including financial information and written authorization) that Broker deems necessary for the performance of this Agreement; and (2) making Seller available to meet with Broker and to show Property, in order that the Broker will be able to perform this Contract.

**7. MAINTAINING THE PROPERTY:** Seller agrees to maintain the Property including lawn, shrubbery, landscaping, and grounds through Closing or as agreed to in writing during Possession prior to Closing. Seller warrants that all heating systems, air conditioning systems, ventilations systems, safety systems, energy systems, electrical systems, plumbing

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systems, water supply systems, waste water systems, structural systems, roof systems, environments, built in systems, appurtenant equipment, and appliances are in operative condition and/or working order and agrees to timely notify Broker of any changes and authorizes Broker to notify anyone that Broker deems necessary to notify. Seller agrees to deliver the Property to buyers with no broken glass/window/door panes, no torn or missing window/door screens, and no broken/missing hardware, light/plumbing fixtures and to consider timely/proper buyer submitted repair requests under due diligence procedure or repair procedure. \_\_\_\_\_

**8. AGREEMENT TO SELL:** Seller agrees to sign a written sales agreement when a buyer is found who makes an offer with terms acceptable to Seller. Typical written sales agreements will contain language regarding examining title, curing title defects, paying/transferring/prorating as appropriate any taxes/rents/deposits/assessments and Property/transaction expenses. Seller agrees to fully/properly handle any tenants/rents/deposits/reservations/lease issues before Closing.

**9. PROFESSIONAL COUNSEL:** Seller acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector, contractor, or other professional service provider. Seller agrees to seek professional advice concerning the condition of the property, legal, tax and other professional service matters. Broker recommends and Seller agrees to hire/use a SC licensed attorney.

**10. MULTIPLE LISTING SERVICE:** The Property  shall be  shall not be entered into the Multiple Listing Service(s) (MLS) of which Broker is a member/participant which shall constitute an offer of compensation to cooperating brokers who are members/participants of the MLS. Seller agrees that Broker may compensate a broker working with or representing a buyer. If entered, the entry shall occur within a reasonable amount of time and comply with MLS rules. \_\_\_\_\_

**11. LOCKBOXES:** Seller  agrees  does not agree that any lockbox will be timely/properly installed on the Property as a means to showing and/or inspecting the Property. Seller acknowledges and agrees that neither Broker nor Broker's associated licensees, subagents, MLS, or anyone showing/entering the Property shall be responsible for any damage to, or loss of personal property, or to the real estate, except as such damage of loss may be caused by negligent or intentional acts. Seller agrees to secure all valuables, drugs, alcohol, weapons, animals, residents, sentimental items, and identity information at all times during the listing. \_\_\_\_\_

**12. INTERNET MARKETING:** Seller  agrees  does not agree that the listing may be placed in any electronic communication or marketing mediums deemed useful by Broker. Mediums include but are not limited to the internet, Multiple Listing Service (MLS), MLS internet data exchanges (e.g. IDX, VOW, AVM), online information distribution services, sharing/reviewing listing data. Broker may share all information including the Property address in marketing and advertising. Seller conveys any and all rights to any intellectual property (e.g. photographs, videos, descriptions) involving the Property irrevocably to Broker for any use Broker deems useful in marketing and advertising. Seller agrees to permit other real estate firms who belong to any listing service of which the Broker is a participant to market and advertise the listing on the internet in accordance with the listing service rules and regulations including data distribution services.

**13. CAMERAS/MICROPHONES:** Seller irrevocably conveys any and all of Seller's audio and photography and videography rights in perpetuity involving Seller and Seller's family and Seller's property to Broker for marketing and advertising and any other purpose deemed necessary by the Broker. Seller agrees to abide by any laws and regulations regulating audio and video surveillance of the Property and persons entering the Property including agreeing not to use any surveillance in areas where persons have an expectation of privacy such as restrooms. Seller agrees that Broker may disclose potential surveillance as Broker deems necessary including signage on the Property and in advertising/marketing. \_\_\_\_\_

**14. DISCLOSURE OF SELLER'S IDENTITY/CONFIDENTIALITY:** The Broker  does or  does not have the Seller's permission to disclose Seller's identity to all property owners, any potential buyers, or other third parties. The Seller is advised of the possibility that buyer or buyer's agent or buyer's transaction brokerage may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by confidentiality agreement of the parties. \_\_\_\_\_

**15. CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)**  
\_\_\_\_ Seller acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and a copy of the SC LLR Disclosure of Real Estate Brokerage Relationships form at the first practical opportunity at which substantive contact occurred between the Broker and Seller.  
Seller acknowledges that after entering into this written agency contract, Broker agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked :  
\_\_\_\_ Permission to act as a dual agent will not be considered.

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Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If Seller agrees, Seller will execute a separate written **Dual Agency Agreement**.

Permission to act as a designated agent will not be considered.

Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If Seller agrees, Seller will execute a separate written **Designated Agency Agreement**.

**16. SIGNS:** Seller agrees that Broker has the exclusive right to display or not display any signs of the Broker's choosing including "for sale" or "under contract" or "sale pending" or "sold" or similar signs on the Property and to remove such signs. Seller agrees to take any appropriate actions to assist in the sign display including efforts with any owners association or government or utilities or activity/weather. \_\_\_\_\_

**17. NO CONTROL OF COMMISSION RATES OF FEES (NO PRICE FIXING):** The Broker's compensation for services rendered in respect to any real estate transaction is solely a matter of independent negotiation between the Broker and the Seller and is never fixed or controlled or suggested or recommended by any board, association, MLS, law, regulation, rule, or any other person not a party to this Contract. Any compensation paid by the Broker to any other broker is solely a matter of independent negotiation between the Broker and the other broker and is never fixed or controlled or suggested or recommended by any board, association, MLS, law, regulation, rule, or any other person not a party to their agreement.

**18. MARKETING THE PROPERTY:** Seller agrees the Broker has no duty to continue marketing the Property after Seller accepts an offer/counter-offer unless Parties otherwise agree in writing. Seller agrees that Broker's responsibility to present all offers to Seller runs to Closing or expiration of this Contract whichever occurs first.

**19. OTHER POTENTIAL SELLERS:** Seller understands that other potential sellers have entered into similar agency or transaction brokerage contracts or non-agency relationships with Broker that may involve the sale or lease, through Broker of similar property or properties as Seller is attempting to sell or lease. Seller consents to Broker's representation and or facilitation of such other sellers. Confidential information will be handled in accordance with law and agreements.

**20. PROPERTY INFORMATION SELLERS PROPERTY DISCLOSURE STATEMENT (RPCDS):** Seller represents and warrants that to the Seller's knowledge there are no material defects, material facts, material adverse facts, latent defects, or patent defects hidden or obvious in or on the Property which have not been disclosed to Broker in writing. Seller agrees to complete and deliver to the Broker a South Carolina Residential Property Condition Disclosure Statement and Addendum (<http://www.llr.state.sc.us/pol/rec/>) attached and made part of this Contract and Seller warrants this information to be accurate. If the Seller discovers after delivery of the RPCDS to Broker and/or buyer, a material inaccuracy in the disclosure or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance or act of God, the Seller shall promptly remedy the inaccuracy by delivering a corrected disclosure to the buyer and Broker and or make reasonable repairs necessitated by the occurrence prior to Closing. A Seller who knowingly violates or fails to perform any duty prescribed by any provision of this law or Contract or who discloses any material information on the disclosure that Seller knows to be false, incomplete, or misleading is liable for actual damages proximately caused to buyer and Broker and court costs and reasonable attorney fees. Seller agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, Broker's subagents, including indemnification for attorney fees and court costs and expenses from any claims arising out of any information or omission of information presented to Broker by Seller. Seller agrees to timely/properly disclose to Broker any known latent defects of the Property which are not readily ascertainable upon unobstructed viewing including land, improvements, and personal property conveying and to hold Broker harmless from any liabilities or damages arising from Property defects. Seller will not hold Broker liable for Seller's refusal or failure to provide a prospective buyer with a disclosure statement. Seller agrees to allow Broker to provide copies of the disclosure statement to prospective buyers and to display the disclosure in any marketing and MLS. The Seller understands and agrees that the Broker has fully met the requirements of SC Code Section 27-50-70.

**21. LEAD HAZARDS (E.G. LEAD BASED PAINT):** For dwellings built 1978 and prior and dwellings containing any older items with lead paint (e.g. mantle pieces) and as required by applicable law, a disclosure of information on lead based paint and or lead based paint hazards ("Lead Disclosure") must be signed by the Seller and attached to this Contract. Seller represents and warrants that either (1) the Property improvements were all constructed after December 31, 1977 or (2) the Lead Disclosure has been properly completed and attached to this Contract. Seller agrees to provide Broker with any additional information or reports as Seller may become aware or in receipt of during the term of this Contract. Seller acknowledges that Broker has informed Seller as to the Seller's obligations to provide buyer of the Property with the pamphlet "Protect Your Family from Lead in Your Home" ([www.epa.gov/lead](http://www.epa.gov/lead)) and to provide buyer of the Property with copies of available records and reports on any lead based paint and lead hazards impacting the Property.

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**22. TAXES:** Seller covenants and agrees to comply with the provisions of South Carolina and federal laws regarding withholding requirements and income tax requirements of non-resident and non-citizen Sellers. Sellers agree to disclose and negotiate with potential buyers any potential taxes (e.g. roll-back taxes, tax liens, assessable transfer of interest - point of sale taxes, personal property taxes). Seller agrees to obtain tax counsel from legal counsel (e.g. 1031 exchange).

**23. DISCLOSURE:** Seller authorizes Broker to disclose information about the Property to Broker's agents, subagents, transaction brokers, cooperating brokerages, prospective buyers, and all other persons/organizations. Broker's disclosure shall be in accordance with the Broker's company policy, REALTOR® ethics, South Carolina license law, and other applicable laws. As soon as possible, Seller agrees to provide to Broker and take any necessary steps to obtain all information for Broker regarding any potential liens that may affect the Property or transaction including mortgages. Seller agrees to disclose and take all required actions regarding all leasing issues and vacation rentals related to this Property

**24. NONDISCRIMINATION:** Broker and Seller agree that all actions carried out under this contract shall be in full compliance with local, state, and federal fair housing laws against discrimination including on the basis of race, color, religion, sex, national origin, familial status, marital status, age, disabilities/handicap, sexual orientation, or gender identity.

**25. SEX OFFENDER REGISTRY INFORMATION:** The Seller and Broker agree that during the course of the agency relationship, referred to herein, the Broker and all agents shall not be responsible for obtaining or disclosing any information contained in the official South Carolina Sex Offender Registry. The Seller understands that no course of action may be brought against the Broker or Broker's affiliates for failing to obtain and disclose information contained in the official South Carolina Sex Offender Registry. The Seller understands and agrees that the Seller shall be solely responsible for obtaining and disclosing any such information (e.g. sex offender, crime). The Seller understands that Sex Offender Registry and crime information may be obtained from the local Sheriff's Department or other appropriate law enforcement officials.

**26. EARNEST MONEY:** Seller authorizes the designated Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Seller and buyer any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate or escrow agreement. In the event of default or forfeiture by a prospective buyer, Seller will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Seller or buyer of any of the earnest money deposited. Seller agrees that if Broker is Escrow Agent then Broker may take reimbursement payment from any Earnest Money being paid to Seller prior to paying the net of the amount being paid to Seller. Seller agrees to direct Escrow Agent in writing to reimburse Broker from any Earnest Money being paid to Seller prior to paying the net of the amount being paid to Seller. Seller agrees that Earnest Money shall be handled in accordance with laws, regulations and contractual agreements (e.g. SCR518/517, lawyer escrow agreement). **OWNER UNDERSTANDS THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT MAY NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OF EARNEST MONEY OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED DISBURSEMENT OR AS PARTIES MAY AGREE IN CONTRACT (e.g. law firm escrow agreement).**

**27. MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Seller or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 1200 days after the date of the closing. For more information on mediation, please contact SC Association of REALTORS®.

**28. INDEMNIFICATION OF BROKER:** Seller promises and agrees to disclose as soon as possible to Broker whether Seller has signed any agency agreement or transaction brokerage agreement with any other Broker, or has been given prior information about Property that is the subject of this Contract to any other Broker or salesperson, or has previously allowed showings of the Property by any other broker or salesperson. If Seller fails to timely inform Broker about such other broker's or salesperson's involvement, and Broker incurs any loss or damage as a result of any claim being brought against him on account of such involvement, due to no fault of Broker, then Seller shall pay Broker all such losses and damages and attorney fees incurred by Broker because of such claim. Seller agrees to pay and reimburse and indemnify and defend all Broker costs, fees, damages, expenses, and attorney fees that Broker may incur/suffer while attempting to conduct this Contract and related transactions and in any direct or third party actions and to enforce this Contract including indemnification and should Seller default on this Contract.

**29. BROKER LIABILITY LIMITATION:** *Seller agrees Broker provided Seller with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits*

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arising from this transaction to Broker, Seller agrees that he shall pay Broker's attorney fees and that Broker, shall not be liable to Seller, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omission, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of Broker shall not exceed the amount set forth herein. Seller will indemnify and hold harmless and pay attorneys fees for Broker from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Broker. Seller agrees that there is valid and sufficient consideration for this limitation of liability and that Broker is the intended third-party beneficiary of this provision.

**30. COASTAL TIDELANDS AND WETLANDS ACT:** In the event the Property is affected by the provisions of the South Carolina Coastal Tidelands and Wetlands Act (SC Code Section 48-39-10 et seq), an addendum (e.g. SCR391) will be attached to the sales agreement (e.g. SCR300, SCR310) incorporating the required disclosures/survey. The Seller and buyer(s) will negotiate any necessary payments for the survey.

**31. ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any addenda, expresses the entire agreement and all promises, covenants, and warranties between the Seller and Broker. This agreement # can be changed only by a subsequently written instrument signed by both parties.

**32. CONTINGENCIES:** \_\_\_\_\_

**33. FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party. This agreement is not a guaranty that the Property will sell and close.

**34. THIS IS A LEGALLY BINDING AGREEMENT. SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. SELLER ACKNOWLEDGES RECEIVING, READING, REVIEWING, AND UNDERSTANDING: THIS LISTING CONTRACT, THE LLR SC DISCLOSURE OF REAL ESTATE RELATIONSHIPS, AND COPIES OF THESE DOCUMENTS. PARTIES ACKNOWLEDGE HAVING TIME AND OPPORUNITY TO REVIEW ALL DOCUMENTS AND TO RECEIVE LEGAL COUNSEL FROM THEIR ATTORNEYS PRIOR TO SIGNING THIS CONTRACT. SELLERS ARE SOLELY RESPONSIBLE TO VERIFY ALL WIRING INSTRUCTIONS. SELLER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE PHONE, ADDRESS, EMAIL ADDRESS, AND FAX NUMBER LISTED BELOW. SELLERS SIGNING WARRANT THEY HAVE AN OWNERSHIP INTEREST IN THE LISTED PROPERTY AND HAVE LEGAL AUTHORITY TO SELL AND SIGN THIS LISTING AGREEMENT. AT ALL TIMES, BROKER IN CHARGE SOLELY CONTROLS ANY LICENSEES, PERSONNEL, OR TEAM ASSIGNED TO THIS LISTING.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are  attached or  to be Delivered within \_\_\_\_ Business Days. **Parties shall initial and date all pages and changes in this Contract.**

**SELLER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**SELLER PHONE/ADDRESS/EMAIL/FAX:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**BROKERAGE:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

\_\_\_\_\_ (NAME/COMPANY/BIC/PHONE)

SELLER  SELLER  BROKER HAVE READ THIS PAGE

**BY (BROKER IN CHARGE OR AUTHORIZED ASSOCIATED LICENSEE):** \_\_\_\_\_

**BROKERAGE/COMPANY: PHONE ADDRESS EMAIL FAX & SC REAL ESTATE LICENSE NUMBERS:** \_\_\_\_\_

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