

## REAL ESTATE BROKERAGE AGREEMENT- NON-EXCLUSIVE

“This is a legally binding contract. If not understood, seek competent legal advice.”

\*,\* referred to as OWNER, in consideration for the services performed to date and to be performed, herewith appoints \*,\* referred to as BROKER, as a non-exclusive agent for the sale of the following described real estate, on the terms and conditions set forth below, the following real property:

\*,\*

BROKER agrees to diligently and in accordance with all applicable regulations and laws to seek to find a buyer for the property. This exclusive listing shall expire \*,\* after commencement.

The minimum selling price of the property shall be: \$ \*,\*

Upon the following terms:

\*,\*

BROKER may place a sign during the term of this listing on the property stating that it is the broker herein, and OWNER agrees to allow the sign to be kept during the term of the listing and to allow BROKER access to the same for maintenance. During a period when a closing is pending, the BROKER may continue to place a sign indicating the same.

OWNER agrees to pay a commission of \*,\* percent (\*.\* %) of the sales price, if (1) you procure a buyer who is ready, willing and able to purchase the premises upon the terms stated above; (2) you procure a buyer to whom OWNER in fact sells or trades the property; (3) during the terms of the listing, the property is sold through a buyer procured by others. A commission as provided shall be due if BROKER procures a buyer that purchases the property on other terms acceptable to the OWNER.

If the property is sold or otherwise conveyed to a prospect first submitted by BROKER within 4 months of the expiration of the listing period, the commission provided for herein shall be due and payable.

Should a purchaser procured by BROKER default, and if any deposit, escrow or earnest money is forfeited by OWNER, OWNER shall pay fifty percent (50%) of the same to the BROKER as compensation, but in no event, an amount in excess of the commission earned on the transaction had it closed.

OWNER represents and warrants that it has disclosed all defects in the property to the BROKER and BROKER acknowledges an opportunity to fully inspect the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\*.\*, OWNER

\_\_\_\_\_  
\*.\*, BROKER