



RE-16 SELLER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 DATE: _____ AGENT: _____
2 Acting as Agent for the Broker

3 1. SELLER
4 retains _____ Broker of _____ as
5 SELLER'S exclusive Broker to sell, lease, or exchange the property described in Section 2 below, during the term of this agreement and on
6 any additional terms hereafter set forth.

7 2. PROPERTY ADDRESS AND/OR LEGAL DESCRIPTION. The property address and/or the complete legal description of the property
8 are as set forth below.
9 Address _____
10 County _____ City _____ Zip _____
11 Legal and/or Property Description _____
12 or Legal and/or Property Description Attached as addendum # _____ . (Addendum must accompany this agreement)

13
14
15
16 3. TERM OF AGREEMENT. The term of this Agreement shall commence on _____ and shall expire at 11:59
17 p.m. on _____ unless renewed or extended. If the SELLER accepts an offer to purchase or exchange,
18 the terms of this Agreement shall be extended through the closing of the transaction.

19
20 4. PRICE. SELLER agrees to sell the property for a total price of \$ _____

21
22 5. FINANCING. SELLER agrees to consider the following types of financing: (Complete all applicable provisions).
23 FHA VA CONVENTIONAL IHFA RURAL DEVELOPMENT Exchange
24 Cash Cash to existing loan(s) Assumption of existing loan(s)
25 SELLER will carry contract and accept a minimum down payment of \$ _____ and an acceptable
26 secured note for the balance to be paid as follows: _____
27 _____
28 _____
29 Other acceptable terms _____

30
31
32 6. BROKERAGE FEE.
33 (A) If Broker or any person, including SELLER, procures a purchaser ready, willing and able to purchase, transfer or exchange the
34 property on the terms stated herein or on any other price and terms agreed to in writing, the SELLER agrees to pay a total brokerage fee
35 of _____% of the contract or purchase price OR \$ _____ of which _____% of the contract or purchase price OR
36 \$ _____ will be shared with the cooperating brokerage unless otherwise agreed to in writing. The fee shall be paid in cash at
37 closing unless otherwise designated by the Broker in writing.
38 (B) Further, the brokerage fee is payable if the property or any portion thereof or any interest therein is, directly or indirectly, sold,
39 exchanged or optioned or agreed to be sold, exchanged or optioned within _____ calendar days (ninety [90] if left blank) following
40 expiration of the term hereof to any person who has examined, been introduced to or been shown the property during the term hereof.
41 (C) If SELLER, upon termination of this Agreement, enters into a Right to Sell Agreement to market said property with another Broker,
42 then the time period specified above in Section 6B, shall not apply and will be of no further force or effect.

43
44 7. ADDITIONAL FEES: _____
45 _____
46 _____

47
48 8. INCLUDED ITEMS. SELLER agrees to leave with the premises all seller-owned attached floor coverings, attached television antennae,
49 satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window
50 coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
51 fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation
52 fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto
53 that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein.
54 Also included: _____
55 _____
56 _____
57 _____

SELLER'S Initials (_____)(_____) Date: _____

PROPERTY ADDRESS: _____

58 9. EXCLUDED ITEMS. _____

59 _____

60 _____

61 _____

62 _____

63 **10. TITLE AND EXISTING ENCUMBRANCES.** Title to the property is to be conveyed by Warranty Deed unless otherwise provided
64 herein, and is to be marketable and insurable except for rights reserved in federal patents, federal, state or railroad deeds, building or use
65 restrictions, building and/or zoning regulations and ordinances of any governmental entity, and rights of way and easements established or
66 of record. The individual executing this Agreement warrant and represents that said individual either owns the property or has full power
67 and right to enter into this Agreement and to sell and convey the property on behalf of the SELLER and that to the best of said individual's
68 knowledge the property is in compliance with all applicable building and zoning regulations and with any applicable covenants and
69 restrictions affecting the property except: _____

70 _____

71 _____

72 _____

73 _____

74 The SELLER agrees to provide good and marketable title to the property at the time of closing. The property is currently encumbered by
75 the following liens: 1st Mortgage 2nd Mortgage Home Equity Loan Other _____
76 The property is not encumbered by any mortgage, lien, or other security instrument.

77 _____

78 Loan payments are are not current; loan is is not assumable. If loan is assumable, Buyer will will not be required to qualify
79 and will will not release SELLER'S liability.

80 _____

81 SELLER is aware that some loans have a recapture provision or prepayment penalty and SELLER may be required to pay additional funds
82 to satisfy such **recapture or penalty**.

83 _____

84 The property is is not currently under foreclosure proceedings. If property is currently or becomes involved in foreclosure
85 proceedings, Idaho law requires certain additional disclosures to be provided in a separate form and affixed to the Purchase and Sale
86 Agreement. Foreclosure means that a trustee or beneficiary has filed a notice of default in the county where the property identified in
87 Section 2 is situated and in addition to any statements required by Idaho law, the notice also states that trustee or beneficiary has elected
88 to sell the property to satisfy an obligation.

89 _____

90 **11. MULTIPLE LISTING SERVICE AUTHORIZATION.** (Name of MLS) _____

91 _____ / _____ By initialing this line, it is understood that Broker is a member of the above MLS. SELLER authorizes and directs Broker
92 (Initial) to offer to cooperate with and compensate other Brokers, and to submit a Property Data Sheet and any authorized
93 changes to MLS as required in the Rules and Regulations of the above MLS. SELLER understands and agrees that any
94 MLS information regarding the above property will be made available to Buyer's Agents and/or Dual Agents. SELLER
95 acknowledges that pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client
96 information.

97 **12. LOCKBOX AUTHORIZATION.**

98 _____ / _____ By initialing this line, SELLER directs that a lockbox containing a key which gives MLS Keyholders access to the property
99 (Initial) shall be placed on any building located on the property. SELLER authorizes MLS Keyholders to enter said property to
100 inspect or show the same. SELLER agrees to hold Broker harmless from any liability or loss.

101 _____

102 **13. INTERNET AUTHORIZATION.**

103 SELLER does does not agree to allow listing to be displayed on Internet.

104 SELLER does does not agree to allow address to be displayed on Internet.

105 _____

106 **14. INTERNET AUTHORIZATION FOR VIRTUAL OFFICE WEBSITE ONLY.**

107 SELLER does does not agree to allow for Automatic Valuation Model (AVM).

108 SELLER does does not agree to allow blogging and or consumer comments.

109 _____

110 **15. ADVERTISING AUTHORIZATION.**

111 SELLER does does not agree to allow Broker to advertise said property in print media.

112 SELLER does does not agree to allow Broker to advertise said property in other advertising media.

113 SELLER does does not agree to allow Broker to place the Broker's sign on above property.

114 _____

115 **16. SELLER'S PROPERTY DISCLOSURE FORM.** If required by Title 55, Chapter 25 Idaho Code, SELLER shall within ten (10) calendar days
116 after execution of a Purchase and Sale Agreement provide to Buyer "Seller's Property Disclosure Form" and Buyer shall have three (3) business
117 days from receipt of the disclosure report to rescind the offer in a written signed and dated document delivered to the SELLER or the SELLER'S
118 Agents. Buyer rescission must be based on a specific written objection to a disclosure made in the Seller's Property Disclosure Form.

119 _____

SELLER'S Initials (_____) (_____) Date: _____

PROPERTY ADDRESS: _____

120 **17. LEAD BASED PAINT DISCLOSURE.** SELLER has been advised of disclosure obligations regarding lead-based paint and lead-based
121 paint hazards in the event property is a defined "Target Housing" under Federal Regulations. The term lead-based paint hazard is intended
122 to identify lead-based paint and all residential lead-containing dusts and soils **regardless of the source of lead.**

123 Said property is is not "Target Housing". If yes, SELLER agrees to sign and complete the Information Disclosure and
124 Acknowledgment Form provided and deliver to my agent all records, test reports or other information related to the presence of lead-based
125 paint or lead-based paint hazards, if any.
126

127 **18. TRANSACTION RELATED SERVICES DISCLAIMER:** SELLER understands that Broker is qualified to advise SELLER on general
128 matters concerning real estate, but is not an expert in matters of law, tax, financing, surveying, structural conditions, property inspections,
129 hazardous materials, or engineering. SELLER acknowledges that Broker advises SELLER to seek expert assistance for advice on such
130 matters. The Broker or Broker's agents may, during the course of the transaction, identify individuals or entities who perform services
131 including **BUT NOT LIMITED TO** the following; home inspections, service contracts, appraisals, environmental assessment inspection,
132 code compliance inspection, title insurance, closing and escrow services, loans and refinancing services, construction and repair, legal and
133 accounting services, and/or surveys. The SELLER understands that the identification of service providers is solely for SELLER'S
134 convenience and that the Broker and their agents are not guaranteeing or assuring that the service provider will perform its duties in
135 accordance with the SELLER'S expectations. SELLER has the right to make arrangements with any entity SELLER chooses to provide
136 these services. SELLER hereby releases and holds harmless the Broker and Broker's agents from any claims by the SELLER that service
137 providers breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with the
138 SELLER'S expectations. In the event the SELLER requests Broker to obtain any products or services from outside sources, **SELLER**
139 **agrees to pay for them immediately when payment is due.** For example: surveys or engineering, environmental and/or soil tests, title
140 reports, home or property inspections, appraisals, etc.
141

142 **19. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY:** The undersigned SELLER(S) have received, read
143 and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned SELLER(S)
144 understand that the brokerage involved in this transaction may be providing agency representation to both the SELLER(S) and the Buyer.
145 The undersigned SELLER(S) each understands that, as an agent for both SELLER/client and Buyer/client, a brokerage will be a limited
146 dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain
147 confidential client information concerning price negotiations, terms or factors motivating the Buyer/client to buy or the SELLER/client to sell
148 without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited
149 dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2085, Idaho Code. The undersigned SELLER(S)
150 each understands that a limited dual agent does not have a duty of undivided loyalty to either client.
151

152 The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of
153 agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent
154 with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who
155 supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in
156 the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain
157 from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency
158 relationship. SELLER does does not consent to allow Buyer's Agents and/or Limited Dual Agents to show property and to allow the
159 Broker to share brokerage fees as determined by the Broker with Buyer's Agents and/or Limited Dual Agents.
160

161 **20. SELLER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES:** SELLER acknowledges that
162 Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other Buyers and for SELLERS in the sale of the
163 property. SELLER has been advised and understands that it may create a conflict of interest for Broker to introduce Buyers to SELLER
164 Client's property because Broker could not satisfy all of its Client duties to both Buyer Client and SELLER Client in connection with such a
165 showing or any transaction which resulted. **Based on the understandings acknowledged, SELLER makes the following election:**
166 (Make one selection only)
167

168 _____ / _____
169 Initials
170 **Limited Dual Agency** to the Broker at that time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will
171 **and/or** act in an unbiased manner to assist the SELLER and Buyer in the introduction of Buyers to such SELLER Client's
172 **Assigned Agency** property and in the preparation of any contract of sale which may result. SELLER authorizes Broker to act in a
173 **limited dual agency** capacity. Further, SELLER agrees that Broker may offer, but is not obligated to offer,
174 **OR** **assigned agency** representation, and if offered by the Broker, SELLER authorizes Broker to act in such capacity.
175

176 _____ / _____
177 Initials
178 **Single Agency** SELLER **does not want** Broker to introduce interested Buyer Clients to Client SELLER'S property and hereby
179 releases Broker from any responsibility or duty under the agency agreement to do so. Broker shall be under no
obligation or duty to introduce the Buyer to any Client SELLER'S property.

SELLER'S Initials (_____) (_____) **Date:** _____

PROPERTY ADDRESS: _____

180 **21. INFORMATION WARRANTY.** SELLER warrants that all information provided by the SELLER herein and hereafter will be true and
181 correct.
182

183 **22. DEPOSIT.** Brokers are authorized to receive a deposit from any prospective purchaser who offers to purchase or exchange the
184 property and shall notify SELLER of the receipt of any such deposit. Acceptance of such deposit by a Broker shall not constitute SELLER'S
185 acceptance of any such offer.
186

187 **23. GENERAL PROVISIONS.** In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement
188 the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys'
189 fees and all court costs and other expenses incurred by the prevailing party. This Agreement is made in accordance with and shall be
190 interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and
191 inure to the benefit of their heirs, personal representatives, successors and assigns.
192

193 **24. NON-DISCRIMINATION.** SELLER and Broker acknowledge that it is illegal to discriminate in the showing, sale or leasing of the
194 property on the basis of race, religion, creed, color, sex, marital status, national origin, familial, or handicapped status of such person.
195

196 **25. SINGULAR AND PLURAL** terms each include the other, when appropriate.
197

198 **26. FACSIMILE TRANSMISSION.** Facsimile or electronic transmission of any signed original document and retransmission of any signed
199 facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or
200 the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.
201

202 **27. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
203

204 **28. SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be
205 invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be
206 affected or impaired thereby.
207

208 **29. BROKERS ARE REQUIRED TO PRESENT ALL WRITTEN OFFERS UP UNTIL THE TIME OF CLOSING (per Idaho Code §54-2051).**
209

210 **30. OTHER TERMS AND CONDITIONS:** _____
211 _____
212 _____
213 _____
214 _____
215 _____
216

217 **CONTRACTOR REGISTRATION # (if applicable)** _____
218

221 Seller Signature _____ Date _____ Agent or Broker (on behalf of Brokerage) Signature _____ Date _____
222

224 Seller Signature _____ Date _____ Brokerage Address _____
225

227 Address _____ City _____ State _____ Zip _____
228

230 City _____ State _____ Zip _____ Brokerage Phone _____ Brokerage Fax _____
231

233 Phone _____ Fax _____ Brokerage Email _____
234

236 Email _____ Agent/Broker Email _____

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