

TO \_\_\_\_\_ (Listing Broker) in consideration of your listing, and agreeing to offer my property known

civically as \_\_\_\_\_ in the Municipality of \_\_\_\_\_

Postal Code: \_\_\_\_\_ the Province of Newfoundland & Labrador for sale, exchange, or lease, I hereby give you sole and exclusive authority irrevocable until the expiration, or earlier withdrawal, cancellation, or assignment in accordance with the applicable respective Form, hereof to sell, exchange or lease my said property at the price of \$ \_\_\_\_\_ and upon the terms particularly set out in the authorization or at such other price or terms to which I may agree.

I agree to pay you a commission of \_\_\_\_\_ ( \_\_\_\_\_ ) % plus HST of the sale price of my property on any sale, exchange or lease effected during the currency of this agreement from any source whatsoever or for procuring any offer that is accepted by me which results in an enforceable Agreement of Purchase & Sale (whether the sale is completed or not). Also, I shall pay you a commission at the said rate if, within 120 days after termination hereof, I shall sell, exchange or lease the said Property to or with any person; (a) to whom you may have shown the said property during the currency hereof; or (b) with whom negotiations have taken place concerning a sale during the period of this agreement. However, if such a sale, exchange, or lease is effected through a licensed real estate broker pursuant to a new listing executed after this listing agreement expires my commission liability under this clause shall be reduced by the amount actually paid by me under the new listing.

I agree to complete the sale transaction at the price and terms specified herein and give possession of the herein described premises within \_\_\_\_\_ days from acceptance of offer.

This agreement to list shall expire at one minute before midnight of \_\_\_\_\_ (Date)

## Disclosure

**REALTORS<sup>®</sup> are required to place property listings on the Newfoundland and Labrador Association of REALTORS<sup>®</sup> (NLAR) MLS<sup>®</sup> System immediately upon public marketing of a property, as part of their obligations under the REALTOR<sup>®</sup> Code of Ethics.**

'Public marketing' involves promoting listings through flyers, yard signs, digital marketing on public websites, displays on brokerage websites (including IDX and VOW), onsite brokerage promotions, digital communication marketing (such as email blasts, newsletters, social media posts), multi-brokerage listing sharing networks, and publicly available applications. Public marketing does not include one-to-one direct communication between the listing REALTOR<sup>®</sup> and a REALTOR<sup>®</sup> from another brokerage/office. The NLAR MLS<sup>®</sup> System is a co-operative selling system that brings together REALTORS<sup>®</sup> representing sellers with REALTORS<sup>®</sup> representing buyers. Listing a property on the MLS<sup>®</sup> System provides significant benefits to sellers, including greater exposure of their property to potential buyers. This may result in more and better offers in terms of price or other terms and conditions of sale.

Sellers who choose not to publicly market their property may decline to place their listing on the NLAR MLS<sup>®</sup> System if they complete the consent below.

## Consent

**I acknowledge I do not wish to publicly market my property, and decline to place my property on NLAR's MLS<sup>®</sup> System for cooperation with other REALTORS<sup>®</sup> and their clients, and instruct my REALTOR<sup>®</sup> not to engage in these activities, and acknowledge that it:**

- may result in reduced exposure to potential buyers;
- may result in a lower number of offers received; and
- may limit my ability to receive the most favourable offers in terms of price, or other terms and conditions of sale.

All parties to this Agreement hereby initial Page 1 of 2

Broker or Broker's Representative \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_



**Consent (Continued)**

Further, I understand that if my property is publicly marketed at any time, my property will then be placed on the NLAR MLS® System for a minimum of 60 (sixty) days, or the remainder of the listing period, whichever is greater, and you are authorized to distribute this listing through the MLS® and/or Data Distribution Facility (DDF®) System and co-operate with all members of the Newfoundland and Labrador Association of REALTORS® Inc. who will act as your Sub-Agents, unless, you, the Listing Broker are otherwise notified by the Selling Broker, in which case you or they may act as Buyers Brokers or Dual Agents. If placed on the NLAR MLS® System the commission rate will be \_\_\_\_\_% (Plus HST) of the sale price of the property, of which the Listing Broker shall offer \_\_\_\_\_% (plus HST) to the Sub-Brokers, Buyer Broker or Dual Agents as the cooperating commission, from the total commission received by you.

**Dual Agency Disclosure and Consent**

The Owner(s) acknowledges having been informed that ordinarily the Listing Broker: acts only as the Seller's Broker; has duties of good faith, primary loyalty, obedience, honesty, competence, full disclosure, confidentiality and accountability to the Seller; and must avoid any conflict with the Seller's interest. The Owner acknowledges having been informed that the Listing Broker, besides offering representation to Sellers through Listing Agreements, also offers Agency representation to Buyers. The Owner acknowledges that this could lead to Dual Agency if a prospective Buyer who is represented by the Listing Broker is shown the Owner's Property, and the Owner hereby consents to the Listing Broker acting as a Dual Agent.

The Owner(s) acknowledges and agrees that as a Dual Agent the Listing Broker: (1) will owe both the Owner and prospective Buyers duties of good faith, integrity, honesty, competence, partial disclosure and accountability; (2) will endeavor to be impartial between the Owner and prospective Buyers; (3) cannot represent the interest of one party to the exclusion or detriment of the interests of the other party; (4) will not be able to discharge all of the usual duties to the Owner; (5) will have no duty of confidentiality to either the Owner or the prospective Buyers, and therefore will disclose to both the Owner and the prospective Buyers all facts known to the Listing Broker which may affect the marketability or value of the Property, however the Listing Broker will not, without prior written permission of the applicable person, disclose to the other party the price that the Owner will accept or that a prospective Buyer will pay; and (6) may not be able to disclose to the Owner all information respecting the prospective Buyer and/or properties which the prospective Buyer may wish to acquire that may be known to the Listing Broker or its sales representatives.

Agency has been explained to me and an Agency Disclosure/Acknowledgement form has been given to me. I acknowledge having read and received a copy of this Agreement at the time of signing.

Dated at \_\_\_\_\_ at \_\_\_\_\_ this \_\_\_\_\_ of \_\_\_\_\_  
*(Municipality, Province, State, etc.), (AM/PM) (Month) (Year)*

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Seller

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Seller

