

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**Sales Agency Contract**  
**KNOXVILLE AREA ASSOCIATION OF REALTORS**  
**Multiple Listing Service**  
**TERMS AND CONDITIONS**  
**LOTS & ACREAGE**

I hereby grant \_\_\_\_\_, hereinafter called "Agent", the sole, exclusive and irrevocable right, for a period commencing on \_\_\_\_\_, \_\_\_\_\_ and expiring on \_\_\_\_\_, \_\_\_\_\_ to sell the real property located at \_\_\_\_\_, the Price to be \$ \_\_\_\_\_, upon the following terms: \_\_\_\_\_.

I agree to compensate Agent \_\_\_\_\_ of the sales price. The carry-over period is \_\_\_\_\_ days.

33  
34  
35  
36  
37  
38  
39  
40  
41  
42

**1. RIGHT TO SELL**

I hereby grant to the Real Estate Sales Agency (Agent) the sole, exclusive and irrevocable right to sell the property and on the terms referred to herein, or at such lesser price or terms to which I may consent. Agent is hereby authorized to hold in escrow in a trust account any earnest money received in connection with any sales agreement, to be disbursed pursuant to said agreement. Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement (the "Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63

**2. COMPENSATION TO AGENT**

I hereby agree to compensate Agent, if during the term hereof or any extension thereof, the property is sold by Agent or any other person, or, if a sales agreement is obtained for the property by Agent or any other person with a buyer who is willing and able to purchase the property upon the price and terms herein set forth or any other price and terms I may accept, or, if the property is withdrawn from sale, transferred, conveyed, leased without the consent of Agent or made unmarketable by my voluntary act. If suit is brought to collect the compensation or if Agent successfully defends any action brought against Agent by me relating to this authorization or under any sales agreement relating to the property, I agree to pay all costs incurred by Agent in connection with such action including a reasonable attorney's fee. The term "sale" shall be deemed to include any exchange or trade to which I consent and, in such event, Agent is permitted to represent and receive compensation from both parties with full disclosure.

64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74

**3. AGENCY**

Agent will promote and be an advocate for my interests in contacts with prospective buyers and/or their agents and in any transactions involving the property. I understand that Agent will also establish agency relationships with other sellers and that Agent, through its sales associates may also establish agency relationships with prospective buyers. In these instances, Agent would be the exclusive agent of one or more clients. Agent's sales associate has disclosed Agent's agency relationship with me and the possibility of alternative Agency relationships in the written disclosure form which I have signed and is required by Tennessee Law.

**A. Agency Definitions:**

**1. Broker:** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees.

**2. Designated Agent for the Seller:** The individual Licensee that has been assigned by his/her Managing Broker and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion of all other Licensees in his/her company. Even if someone else in the Licensee's company represents a possible Buyer for this Seller's Property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.

**3. Facilitator/Transaction Broker (not an agent for either party):** The Licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a written agency agreement with either party in the transaction is considered Facilitator or Transaction Broker until such time as an agency agreement is established.]

**B. DUTIES OWED TO ALL PARTIES TO A TRANSACTION**

**Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):**

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge.
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction.
4. To provide services to each party to the transaction with honesty and good faith.

75 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might  
76 affect such transaction only when such information is available through public records and when such information is requested by a  
77 party.

78 6. To timely account for earnest money deposits and all other property received from any party to a transaction; and

79 7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of any other  
80 individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest  
81 and the timely written consent of all parties to the transaction, and

82 B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or  
83 business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation  
84 for the referral, other than referrals to other Licensees to provide real estate services, without timely disclosure to the party who  
85 receives the referral, the Licensee's interest in such referral or the fact that a referral fee may be received.

### 86 C. DUTIES OWED TO CLIENTS

87 **In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an Agent or  
88 Designated Agent in a transaction.**

89 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between  
90 the Licensee and Licensee's client; and

91 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a  
92 transaction and in other activities, except where such loyalty/duty would violate Licensee's duties to a customer in the transaction;

93 3. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the client  
94 by:

95 A) Scheduling all Property showings on behalf of the client.

96 B) Receiving all offers and counter offers and forwarding them promptly to the client.

97 C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the  
98 scope of the Licensee's expertise; and

99 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase  
100 agreement for a successful closing of the transaction.

101 Upon waiver of any of the above duties, a consumer must be advised in writing by such consumer's agent that the consumer may  
102 not expect or seek assistance from any other licensees in the transaction for the performance of the above.

### 103 D. SELLER'S AUTHORIZATIONS

104 1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee as  
105 Designated Agent for the Seller, to the exclusion of any other Licensee's associated with Broker. A Designated Agent for the Seller  
106 can and will continue to advocate Seller's interests in a transaction even if a Designated Agent for the Buyer (other than the  
107 Licensee below) is also associated with Broker. The Managing Broker hereby appoints \_\_\_\_\_  
108 to be the Designated Agent to the Seller in this transaction.

109 2. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary, to appoint  
110 a Licensee, other than the Licensee named above, as Designated Agent for the Seller, to the exclusion of any other Licensees  
111 associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.

112 3. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated  
113 Agent shall default to Facilitator status for all showings or transactions **involving the same Designated Agent for all parties**,  
114 immediately notifying (verbally) the Buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing  
115 prior to the execution of the contract. Upon any default to Facilitator status, the Designated Agent must assume a neutral position  
116 and will not be an advocate for either the Seller or the Buyer.

### 117 4. SALES ACTIVITIES

118 Agent shall enter this listing with photo(s) in the Multiple Listing Service of the Knoxville Area Association of REALTORS® within ten  
119 (10) days of the contract date, may cooperate with other Agents and their sales associates and may divide the stated compensation  
120 with such other Agents in any manner acceptable to them, and shall use Agent's best efforts to procure a buyer for the property.  
121 Agent is authorized to make the Multiple Listing Information on the property available on the Internet. Agent is authorized to  
122 advertise the property and to place "for sale" signs on the property. I will assist Agent in any reasonable way in selling the property  
123 and will refer all inquiries regarding the property to Agent during the term hereof. Agent shall quote and advertise only the above  
124 specified price and terms unless otherwise authorized in writing by me. Agent shall, however, submit to me any and all written offers  
125 to purchase for my consideration. In the event of a closed sale, Agent is authorized to report the terms of the sale to the Multiple  
126 Listing Service and its Participants.

### 127 5. CARRY OVER PERIOD

128 If the property is sold or otherwise transferred within the specified period of carry-over days after the expiration of this agreement to  
129 any person or entity with whom Agent has negotiated, shown the property, or to whom Agent has introduced me, during the term  
130 hereof, then the aforesaid compensation shall be payable to Agent provided, however, that Agent notified me in writing of such  
131 negotiation, showing or introduction within ten (10) days after the termination hereof, and provided further, that said compensation  
132 shall not apply if the property is listed with another licensed real estate Agent during said carry-over period. Upon expiration of this  
133 contract, the Multiple Listing Service is authorized to notify its Participants of the expiration.

### 134 6. TITLE

135 I warrant that I am the owner of the property or have the authority to execute this contract and sell the property. Should the property  
136 be sold, I agree to convey and transfer my ownership in the property to the purchaser by a good and sufficient Deed.

### 137 7. INDEMNITY

138 I agree to save and hold Agent harmless from all claims, disputes, litigation and/or judgments arising from any materially incorrect  
139 information supplied by me or from any material fact or defect or any environmental problems known by me regarding the property  
140 which I fail to disclose including, without limitation, the information regarding the property which I have provided and which is  
141 specified on the reverse side hereof and which information is incorporated herein by reference.

152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181

**8. EQUAL HOUSING OPPORTUNITIES**

The property is offered without regard to race, color, religion, sex, handicap, familial status or national origin.

The party(ies) below have signed and acknowledge receipt of a copy.

\_\_\_\_\_ Date: \_\_\_\_\_

**BY: Broker or Licensee Authorized by Broker**

\_\_\_\_\_  
**BROKER/FIRM**

The information on the Property Data Sheet attached is for Multiple Listing Service purposes and is accurate to the best of my knowledge. I acknowledge that I have read and understand this contract which includes the terms and conditions and have received a copy hereof.

\_\_\_\_\_ Date: \_\_\_\_\_

**SELLER/OWNER**

\_\_\_\_\_ Date: \_\_\_\_\_

**SELLER/OWNER**