

# MICHIGAN EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement ("Listing Agreement") is entered into on \_\_\_\_\_ [Date], between:

**SELLER:** \_\_\_\_\_ [Full Legal Name(s)], whose address is \_\_\_\_\_ [Address] ("Seller").

**BROKER:** \_\_\_\_\_ [Brokerage Name], License # \_\_\_\_\_, whose address is \_\_\_\_\_ [Address] ("Broker").

**Listing Agent:** \_\_\_\_\_ [Agent Name], License # \_\_\_\_\_

## 1. PROPERTY

Seller engages Broker to market and sell the following real property:

Address: \_\_\_\_\_

County: \_\_\_\_\_ State: Michigan

Tax Parcel / APN: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Property Type: \_\_\_ Single-Family Home \_\_\_ Condo \_\_\_ Townhome \_\_\_ Multi-Family \_\_\_ Land \_\_\_ Other: \_\_\_\_\_

## 2. LISTING TERM

This Listing Agreement begins on \_\_\_\_\_ [Start Date] and expires on \_\_\_\_\_ [End Date] (the "Listing Period"). Typical Listing Periods are 90-180 days.

## 3. LISTING PRICE

Initial Listing Price: \$ \_\_\_\_\_

Seller reserves the right to adjust the Listing Price during the Listing Period with written notice to Broker.

## 4. EXCLUSIVE RIGHT TO SELL

Seller grants Broker the EXCLUSIVE right to sell the Property during the Listing Period. This means:

- (a) Broker receives the commission regardless of who procures the buyer (including Seller directly), with limited exceptions noted below;
- (b) Seller agrees not to engage another broker during the Listing Period;
- (c) Seller refers all inquiries about the Property to Broker.

## 5. COMMISSION

Total Commission: \_\_\_\_\_% of the Final Sale Price, payable at Closing.

Commission Split: \_\_\_\_\_% Listing Broker, \_\_\_\_\_% Cooperating (Buyer's) Broker.

Commission is earned upon: (a) closing of sale; (b) Buyer's acceptance by Seller of full-price written offer (even if Seller refuses to close); or (c) sale within \_\_\_\_\_ days after Listing Period expires to a buyer who saw the Property during the Listing Period (protection period).

## 6. EXCLUSIONS

The following pre-existing prospects, if they buy the Property within the Listing Period, are EXCLUDED from the commission requirement:

1. \_\_\_\_\_
2. \_\_\_\_\_

(Limit to specific named individuals or entities Seller had prior negotiations with.)

## 7. BROKER'S DUTIES

Broker agrees to:

- (a) List the Property in the MLS (Multiple Listing Service);
- (b) Market the Property using customary methods (online listings, signage, open houses);
- (c) Present all written offers to Seller;
- (d) Negotiate on Seller's behalf;
- (e) Coordinate showings and provide feedback;
- (f) Comply with all applicable laws including Fair Housing Act and state real estate license law.

## 8. SELLER'S OBLIGATIONS

Seller agrees to:

- (a) Make the Property available for showings during reasonable hours;
- (b) Complete all required state disclosure forms (see Section 9);
- (c) Maintain the Property in marketable condition;
- (d) Refer all inquiries to Broker;
- (e) Cooperate with Broker's marketing efforts and provide accurate information about the Property.

## 9. REQUIRED DISCLOSURES

Seller shall complete and provide the following disclosures, as required by Michigan law:

- (a) **MI Seller Disclosure Act (MCL §565.951 et seq.);**
- (b) Lead-Based Paint Disclosure (federal — for properties built before 1978);
- (c) HOA documents (if applicable);
- (d) Material defect disclosures known to Seller;
- (e) Other disclosures required by Michigan law or local jurisdiction.

## 10. AGENCY DISCLOSURE

Broker represents Seller in this transaction as Seller's agent. Broker owes Seller fiduciary duties of loyalty, confidentiality, disclosure, obedience, accounting, and reasonable care. Michigan agency disclosure form is

incorporated by reference and shall be signed separately as required by Michigan Department of Licensing and Regulatory Affairs (LARA).

### 11. TERMINATION

Either party may terminate this Listing Agreement for cause (material breach) with written notice and opportunity to cure. Mutual termination is permitted at any time in writing. Termination does not extinguish Broker's right to commission earned during the Listing Period (including protection period).

### 12. DISPUTE RESOLUTION

Disputes shall be resolved through good-faith negotiation first, then mediation. Litigation venue: \_\_\_\_\_ County, State of \_\_\_\_\_.

### 13. EQUAL HOUSING

The Property shall be marketed in compliance with the Federal Fair Housing Act (42 U.S.C. §3601 et seq.) and applicable state fair housing laws. Discrimination based on race, color, religion, sex, national origin, familial status, disability, or other protected class is prohibited.

### 14. ENTIRE AGREEMENT

This Listing Agreement constitutes the entire agreement between Seller and Broker. Modifications must be in writing and signed by both parties.

#### SELLER:

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

Printed Name: \_\_\_\_\_

#### SELLER (co-owner, if applicable):

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

Printed Name: \_\_\_\_\_

#### BROKER:

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

Printed Name: \_\_\_\_\_ Brokerage License # \_\_\_\_\_

*DISCLAIMER: This Listing Agreement is governed by Michigan real estate law including Michigan Department of Licensing and Regulatory Affairs (LARA). State-licensed real estate brokers may have additional mandatory provisions specific to Michigan. For complex listings (high-value, commercial, distressed, estate), have an attorney review before execution.*