



# REAL ESTATE LISTING CONTRACT

BETWEEN: \_\_\_\_\_ AND \_\_\_\_\_  
 (Name of Owner(s) ("Seller") ("Listing Brokerage")  
 \_\_\_\_\_  
 Address \_\_\_\_\_

A member of the \_\_\_\_\_ Real Estate Board ("Board") and/or Manitoba Real Estate Association ("Association").

## 1. LISTING AUTHORITY AND TERM

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Paragraph 2 ("Property") until 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_ unless renewed in writing.

This contract comes into full force and effect on \_\_\_\_\_.

- B. The Seller hereby:
- i) authorizes the Listing Brokerage to obtain any and all information concerning the Property from any person, corporation or governmental authority;
  - ii) authorizes the Listing Brokerage to advertise the Property in any medium including the Internet, and if deemed appropriate by the Listing Brokerage, to publish, display and distribute any descriptive advertisement relating to the Property. The Seller acknowledges and agrees that it is not a breach of the Listing Brokerage's duty to the Seller if the publication of authorized information relating to the Property by the Multiple Listing Service(s)® results in the information becoming known to members of the public, including a prospective buyer and agents of a buyer;
  - iii) authorizes the Listing Brokerage to use, disclose and retain personal and property information provided for purposes relating to the listing and marketing of the property;
  - iv) agrees to give the Listing Brokerage full opportunity to show the Property to buyers during reasonable hours; and
  - v) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property and to allow other members of the Board/Association that cooperate with the Listing Brokerage ("Co-operating Agents") to show the property to prospective buyers.

## 2. PROPERTY

## 3. TERMS OF SALE

\_\_\_\_\_  
 (Civic Address) (Name of City, Town or Municipality)

\_\_\_\_\_  
 (Listing price)

\_\_\_\_\_  
 (Insert brief legal description)

\_\_\_\_\_  
 (Possession date)

## 4. LISTING DETAILS AND CO-OPERATING AGENTS

The Seller authorizes the Listing Brokerage:

- A. To list the Property with the Multiple Listing Service® of the Board/Association or any other real estate Board/Association in Manitoba that the Listing Brokerage selects and has access to, all of whose members I hereby expressly authorize to act as Co-operating Agents.
- B. To publish in the Multiple Listing Service® of the Board/Association or of any other Board/Association that the Listing Brokerage selects and has access to, the information contained in this listing contract, the Data Input Form and the Sellers Property Condition Statement (when attached and signed by the Seller), and the sale price of the Property once an unconditional accepted offer exists. This information will also be provided to subscribers with contract access to these Multiple Listing Services®.
- C. To place the listing information and any sale information in the database(s) of the appropriate MLS® system(s) and acknowledges that the MLS® database is the property of the Board/Association and can be licensed, resold, or otherwise dealt with by the Board/Association. The seller further acknowledges that the Board/Association may:
  - (i) distribute the information to any persons authorized to use such service which may include other brokers, government departments, appraisers, municipal organizations and others;
  - (ii) market the property, at its option, in any medium, including electronic media;
  - (iii) compile, retain and publish any statistics including historical MLS® data;
  - (iv) make such other use of information as the Board/Association deems appropriate.

## 5. LISTING BROKERAGE'S REMUNERATION

The Seller agrees;

A. To pay the Listing Brokerage a commission on the total selling price or rental value of the property listed as follows: (Insert commission arrangement expressed as a percentage(s) or dollar amount) \_\_\_\_\_ plus applicable Goods and Services Tax, if:

- i) a legally enforceable contract of sale between a buyer and the Seller is entered into during the period of this contract (from any and all sources whatsoever); or
- ii) a person inspects the Property during the period of this listing contract and purchases the Property within sixty (60) days (unless otherwise negotiated) after the expiry date of this contract; or
- iii) a legally enforceable contract of sale between a buyer and the Seller is entered into within sixty (60) days (unless otherwise negotiated) after the expiry date of this listing contract in respect of which the efforts of the Listing Brokerage were an effective cause;

provided however that if the Property is subsequently listed after the expiration of this listing contract then the Seller shall be liable only for the payment of one commission on any sale, and such commission shall be payable to the Brokerage which has a current listing contract with the Seller.

**B. To pay alternate compensation to the Listing Brokerage if:**

- i) a buyer presents an unconditional offer to purchase the Property upon the terms outlined in this listing contract but the Seller does not accept the offer to purchase without cause, in which case the full commission as outlined in 5A will be payable; or
- ii) a legally enforceable contract of sale is entered into between a buyer and the Seller but the transaction is not concluded because the buyer defaults, in which case the compensation will be either 50% of the deposit or the commission payable as outlined in 5A, whichever is less.

C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Co-operating Agents a portion of the Listing Brokerage's remuneration in the amount of \$  or  % of the sale price plus applicable GST.  
 (Fill in only one - lump sum or commission %)

D. Exclusions: (If none, state "none") \_\_\_\_\_  
 E. The Seller hereby irrevocably assigns to the Listing Brokerage, from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain this amount from the deposit moneys.

**6. THE LISTING BROKERAGE AGREES AS FOLLOWS:**

- A. To act only as the agent for the Seller with respect to the Property except where the Seller consents to limited joint representation as outlined in subparagraph 7 C below.
- B. To provide information about the Property to Co-operating Agents.
- C. Not to accept remuneration from the buyer without the knowledge and consent of the Seller.

**7. THE SELLER ACKNOWLEDGES AND AGREES AS FOLLOWS:**

- A. To promptly advise the Listing Brokerage of, and refer to the Listing Brokerage, all enquiries for the purchase of the Property, and to deliver to the Listing Brokerage all offers to purchase which may be received during the period of this listing contract or arising by reason of it.
- B. That the real estate commission outlined herein is payable to the Listing Brokerage when the buyer assumes legal possession of the Property. The Seller further agrees that the Listing Brokerage is entitled to charge interest on unpaid commissions calculated at a date thirty (30) days from the date of legal possession at a rate of 2% per month (24% per annum).
- C. The Listing Brokerage is permitted to list or show property of, or have agency relationships with, other sellers and buyers. When the Listing Brokerage also acts for a potential buyer or lessee of the listed property, both the buyer and seller will be asked to sign an acknowledgement of limited joint representation which will set out the limits of the Brokerage's agency duties.
- D. Unless the Seller is otherwise advised, other Co-operating Agents will be representing the buyer or lessee of the Seller's property as the buyer's or lessee's agent.
- E. The Seller hereby pledges all of the Seller's interest in the Property to the Listing Brokerage as security for payment of all money which may be owed by the Seller to the Listing Brokerage under this contract and hereby acknowledges that the Listing Brokerage is entitled to register and maintain a caveat at the Land Titles Office to give notice of this charge upon the Seller executing a legally enforceable contract of sale of the Property.
- F. The Manitoba Real Estate Association and its Member Boards are collectors and distributors of information relating to the Property and are not responsible for its accuracy. The Seller agrees to release the Manitoba Real Estate Association and its Member Boards from any liability or legal action by the Seller concerning the accuracy of information relating to the Property.
- G. Where the Seller's spouse is not an owner of the Property, the Seller will advise the Listing Brokerage if the Seller's spouse has occupied the Property at any time, or whether the Seller is otherwise aware that the Property is subject to a "homestead" interest.
- H. To promptly advise the Listing Brokerage of any material change in the physical condition or status of the Property during the listing term, including any extensions to the term.

**8. MISCELLANEOUS PROVISIONS**

- "period" or "date of expiration" of this contract includes the period or date of expiration of any written extensions.
- "Property" may include a leasehold interest or a manufactured home, plus any other property designated by the Seller in the data input form or any addendum attached.
- "Sale" includes an exchange and "sale price" includes the value of the Property exchanged.
- For the purposes of interpretation and correlation between this document and the *Offer To Purchase Real Estate* pursuant to The Real Estate Brokers Act, the following terms are interchangeable in their use, namely: "buyer" and "purchaser"; "Seller" and "vendor"; "Listing Brokerage" and "listing broker"; "Co-operating Agent" and "selling broker".
- Interpretation of this listing contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of Manitoba.
- The parties acknowledge that this contract fully sets out the terms of the agreement between them. Any alteration, variation or amendment to this agreement shall be made only in writing, signed by the Seller and by the Listing Brokerage's representative in multiple copies and a copy shall be delivered to each party to this listing contract.
- This listing contract shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors and assigns.

**9. ENTIRE AGREEMENT**

**This Listing Contract means and includes this agreement, the data input form and Seller's Property Condition Statement (when attached and signed by the Seller).** The Seller acknowledges having read and understood this listing contract; that it accurately describes the agreement with the Listing Brokerage; and a copy of it has been received by the Seller this date.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Seller's signature

\_\_\_\_\_  
 Seller's signature

\_\_\_\_\_  
 Witness to seller's signature

\_\_\_\_\_  
 Listing Brokerage's representative

