

EXCLUSIVE RIGHT TO SELL/LISTING AGREEMENT FOR AUCTION SALES

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF SELLER]

[address]
(the "Seller")

- and -

[NAME OF BROKER]

[address]
(the "Broker")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Real Property.** The real property that is the subject of this Agreement (hereinafter referred to as the "Property") is located in the City of _____, County of _____, State of _____, and is known more particularly and described as:

[Give legal description of property]

2. **Exclusive Right to Sell.** For a period extending from _____ [insert date] until 12:00 midnight on _____ [insert date], Broker shall have the exclusive right to sell the Property as agent of the Seller at the price and on the terms set forth below. The auction will be conducted at _____ (location), _____ (address), on or before the _____ day of _____, 2____ at _____ (time).

3. **USDA Farm Service Agency.** [~~delete this paragraph if not applicable~~] Seller authorizes Broker to sell allotments at auction. Allotments to be sold are identified as _____ [describe].

4. **Fixtures.** The following items are included in the sale of the Property, and Seller warrants that all such fixtures are free of liens: [~~edit this section to fit your situation~~] any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery and curtain rods, brackets, and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees, basketball nets, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT FOR THE FOLLOWING:

[list any items not being included in the sale]

5. **Personal Property.** The following personal property is included in the sale price: _____ [list any other items which are not fixtures but which are being included in the sale, such as farm vehicles, etc.]

6. **Broker Agency Relationships and Cooperation.** In the event that the Property sells at auction, Broker will act exclusively as agent of the Seller. In the case of a sale of the Property other than at an auction, with respect to dual agency: [~~delete the option below which does not apply~~]