

## INTERNATIONAL LISTING AGREEMENT

This International Listing Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“Seller”), who represents that it is the sole owner of the property located outside of the United States of America at \_\_\_\_\_ and legally described as \_\_\_\_\_ (“Property”), and \_\_\_\_\_ (“Broker”).

Seller desires to engage the services of Broker in the sale of the Property and Broker desires to perform such services as follows:

- 1) Marketing Rights: Broker shall have the exclusive right to sell the Property in the United States of America. In conjunction with such rights:
  - a. Broker will submit the Property and listing content with one or more listing services including the Global Information Exchange (GIE) by the earlier of the time required by the GIE or 5 days after the Effective Date.
  - b. Broker is authorized to display the Property on the Internet without limitation.
  - c. Seller represents to Broker that the information provided to Broker by Seller about the Property including any images (collectively “listing content”) is true, accurate and that Seller has all legal rights to it. Seller authorizes any images of the Property taken by Broker for submission to the GIE. Seller consents to the use of listing content by the GIE and other listing services including the reporting of the final sales price for the Property.
  - d. Broker shall have the right to cooperate with and compensate cooperating brokers but will not be bound to follow any rules for compensating cooperating brokers.
- 2) Duration: This Agreement is valid from the Effective Date until \_\_\_\_\_, 20\_\_\_\_, and shall extend through closing and funding of sale of Property if under contract when this Agreement expires.
- 3) Fees: A fee of \_\_\_\_\_% of the sales price for the Property or a fee of \$\_\_\_\_\_ will be paid by Seller to Broker upon closing and funding of the sale of the Property, i.e., the exchange of money between buyer and Seller. Payment shall be in U.S. Dollars.
- 4) Listing Price: The Listing Price (“Listing Price”) for the Property is \$\_\_\_\_\_(U.S. Dollars). The Property will be sold at the Listing Price unless Seller accepts a different price from the buyer.
- 5) Protection Period: Within \_\_\_ days after expiration of this Agreement, Broker may deliver in writing to Seller a list of all prospects who might have an interest in purchasing the Property. In the event that any of these prospective purchasers actually purchase the Property, within \_\_\_ days of such expiration, then Seller will pay Broker the fee specified in Paragraph 3, notwithstanding the expiration of the Agreement.
- 6) Intermediary: *(Check A or B only.)*
  - \_\_\_ A. Intermediary Status: Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents

offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Agreement, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
- (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Agreement to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

**If Broker acts as an intermediary, Broker and Broker's agents:**

- (1) may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;**
- (2) may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;**
- (3) may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- (4) may not treat a party to the transaction dishonestly; and**
- (5) may not violate the Real Estate License Act.**

\_\_\_ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

7) Marketing: The following marketing expenses, if any, incurred by Broker shall be reimbursed by Seller: \_\_\_\_\_ . In addition to other authority granted by this Agreement, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior images of the Property and related information in any social media and the Internet; and
- (2) advertise, during or after this Agreement ends, that Broker "sold" the Property.

8) Special Provisions: \_\_\_\_\_

- 9) Responsibility: Seller agrees to DEFEND and INDEMNIFY Broker and its agents from any liability, lawsuits, claims, demands damages, settlements, costs, attorney's fees, and expenses incurred by Broker or its agents that:
- (1) are caused by Seller, negligently or otherwise;
  - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
  - (3) are caused by Seller giving incorrect or illegal listing content or information to any Broker or buyer.
- 10) Mediation: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally. If not resolved at mediation, then the parties will submit to international arbitration under the authority of AAA.
- 11) Attachments: Addenda that are part of this Agreement and other documents that may need to be provided are:
- A. Information About Brokerage Services; and
  - B. Other: \_\_\_\_\_.
- 12) Only Agreement: This Agreement is the entire agreement of the parties and may not be changed except in writing and signed by the parties.
- 13) Governing Law: The laws of the State of Texas will govern the interpretation, the validity, the performance and the enforcement of this Agreement. Seller submits itself to the exclusive jurisdiction of a tribunal in Harris County, Texas for any dispute with Broker related to the Agreement.
- 14) Binding Effect: Seller's obligation to pay Broker a fee is binding upon Seller and its heirs, administrators, executors, successors and permitted assignees.

Broker's Name	License No.	Seller's Printed Name	
Broker's Signature	Date	Seller's Signature	Date
Broker's Agent	Date	Seller's Printed Name	
		Seller's Signature	Date