



SALES AUTHORITY



Date _____

To _____, Realtors
In consideration of your agreement to list my real property in your office in your customary manner and to use your efforts to procure a buyer, I hereby grant to you the exclusive, irrevocable right and privilege to sell my real property known as:

Address: _____

Legal Description: _____

upon the terms set forth herein and on profile sheet attached, and at a price of \$ _____ or at any other price or terms acceptable to me. This contract shall expire at midnight on _____.

- 1. I agree to pay you a cash commission of \$ _____ or of _____ percent of the gross amount of any sale, agreement to sale, or exchange, which may be negotiated during the existence of this contract.
2. The Mobile Area Association of REALTORS, Inc. does not fix, control, recommend, suggest or maintain commission rates or fees for service by its members, or the percentage division of commission or fees between cooperating members and/or non-members.
3. If during the existence of this contract the property is sold by you, or me, or anyone else, or if you produce a buyer ready, willing and able to purchase the property; or if within _____ days after the expiration of this contract, a sale is made to any person who was shown the property, or to whom it was presented for sale, I agree to pay you a commission as stipulated in paragraph one above, provided that you make known to me in writing the names of anyone to whom you have shown or presented the property, unless such sale is made through a licensed real estate broker of this State.
4. I hereby authorize you, and other real estate licensees to have access to said property; to accept and hold cash or checks as earnest money deposits tendered with offers to purchase said property and to procure such instruments necessary to convey title. No earnest money check is to be deposited by you until after acceptance of any offer or counteroffer of said property.
5. I hereby authorize you to submit this Sales Authority and MLS Profile sheet to the Multiple Listing Service (MLS); to publish in MLS and/or via the internet the information contained herein or concerning any sale; to place a For Sale sign thereon; to advertise as you deem best; to engage subagents and to share compensation with them and to cooperate and share compensation with other brokers regardless of agency relationship.
6. I declare that the undersigned have complete authority to sell the property and convey said property and its appurtenances, except for mortgages or liens identified herein or on MLS profile sheet.
7. I further agree that in the event of forfeiture of any earnest money deposits by prospective buyers of said property during the existence of this agreement, or any extensions thereof, such deposits shall first be applied toward payment of expenses incurred by you in connection with the transaction; you shall furnish me with an itemized statement of these expenses and the remainder of such funds, if any, shall be equally divided between you and me with broker's share not to exceed commission as stated in paragraph #1 above.
8. All improvements and appurtenances are included in the purchase price, including if now in or on the property, the following: lighting fixtures and their shades, ceiling fans, drapery hardware and curtain hardware, window shades and blinds, window and door screens, stationary laundry tubs, water heater, smoke detectors, built-in security systems, TV antenna, satellite dish, mailbox, remote control garage door opener(s), water pump and pressure tank, built-in kitchen appliances including garbage disposal, attached gas grill, awnings, all plantings, and heating and air conditioning equipment including any window units. Seller shall provide to buyer or selling broker at closing at least one (1) exterior door key to the main dwelling.

Exceptions for leased equipment: _____

- 9. HEATING AND AIR CONDITIONING EQUIPMENT, INCLUDING ANY WINDOW UNITS, PLUMBING, AND ELECTRICAL SYSTEMS and all included appliances shall be warranted by me to be in working order at the time of conveyance. Exceptions (if any): _____
10. If dwelling was built before 1978, a lead-based paint inspection may be required and the presence of known lead-based paint must be disclosed.
11. I agree to furnish at my expense, an Alabama Wood Infestation Report from a bonded and licensed termite control company stating that a visual inspection of accessible areas of the dwelling and garage and/or carport and any detached buildings given value by appraisal indicates there is no visible sign of active infestation by wood destroying insects or fungus.
12. This property may be sold on the following terms, (Check terms applicable), [] VA, [] FHA, [] Conventional, [] Equity, (WITH/WITHOUT) release of liability [] Cash, [] Vendor's Lien with terms of _____ down payment, _____ interest rate, _____ years, with acceptable offer.
13. Federal law prohibits discrimination in the sale or lease of real property on the basis of race, color, sex, religion, familial status, handicap or national origin.
14. _____ The placement of a Loc-Box on this property is hereby authorized. I agree that you shall not be responsible in any manner for loss or damage of personal or real property due to vandalism, theft, freezing water pipes, or any other damages or loss whatever.
15. I hereby certify that all information provided herein and on the MLS profile sheet attached has been read by me and is complete, true and accurate to the best of my knowledge and belief.
16. There are no other agreements or conditions except as set forth herein and on MLS profile sheet attached. No verbal statements, representations, promises or inducements shall have any validity or effect nor shall be a part of this agreement.

Agreement, I am _____ am not _____ the debtor in a pending bankruptcy proceeding, Case Number _____, District _____.

REMARKS: _____

REALTOR Phone Seller Phone Date
Seller Phone Date