OPEN LISTING REALTY AGREEMENT

1. This agreement signed on the ____day of_____ 19____, by and between_____(Owner) and_____ (Real Estate Broker) who agree as follows:

2. Listing term. Owner lists the property described in Paragraph 3, with the Real Estate Broker for a period of _____days, from date hereof.

3. Description of Property. The property listed is located at:

4. Commission. The Owner agrees to pay the Real Estate Broker a commission of _____% of the sale price should the Broker find a purchaser ready, willing, and able to pay at least $_____ for the property or such other sum as may be accepted by Owner. Said commissions are payable upon closing.

5. Non-Exclusive. The Owner retains the right to sell the property directly on his or her own behalf with no sales commission to broker, so long as the Broker did not find this purchaser. The Owner further has the right to list the property with other brokers. If a sale is made within months after this agreement terminates to parties found by the Real Estate Agent during the term of this agreement, and wherein the buyer has been disclosed to the Owner, the Owner shall pay the commission specified above.

6. Forfeit of Deposit. If a deposit of money is forfeited by a purchaser produced by Broker, one half shall be retained by the Broker, providing that this amount does not exceed the commission, and one half shall be paid to the Owner.

Witnessed:

_____ _____

Witness Owner

_____ _____

Witness Broker