

RIGHT TO SHOW PROPERTY

1. **Parties:** The parties to this agreement are:
_____ (Seller) and

(Broker). In consideration of the services to be rendered by Broker, Seller grants Broker the right to sell the Property under the following terms and conditions.

2. **Property:** Lot _____, Block _____, _____
Addition, City of _____,
County, Texas, known as _____
(Address), or as described on attached exhibit. The property subject to this agreement is called the "Property".

3. **Right To Show Property:** Seller grants Broker the right to show the Property to prospective buyers. This agreement may be terminated by Seller at any time by giving Broker written notice of termination. No commission shall be earned under this agreement unless Seller enters into an agreement to sell the Property to a buyer introduced to Seller by Broker. Seller retains the right to (a) market the Property with or without the assistance of a real estate broker; (b) sell the Property to any third party making an acceptable offer to purchase the Property; and (c) enter into listing agreements with other real estate brokers. If Seller enters into an exclusive listing agreement with a third party real estate broker, this agreement will terminate automatically; provided, however, if any buyer introduced to Seller during the term of this agreement enters into an agreement to purchase the Property within 120 days of the date of termination of this agreement, Seller shall pay Broker the commission agreed upon in this agreement.

4. **Broker's Fee:** If Seller enters into a contract to sell the Property with a buyer introduced to Seller by Broker, Seller will pay Broker a real estate commission of _____% of the sales price (Broker's Fee). Broker's Fee shall be earned when Broker procures a buyer who enters into a contract with Seller to buy the Property. Once earned, Broker's Fee shall be payable at the earlier of any one of the following events: (i) the closing and funding of any sale or exchange of the Property; or (ii) Seller's refusal to sell the Property in breach of a contract between Seller and a buyer introduced to Seller by Broker. Broker's Fee shall not be payable if a sale of the Property does not close or fund as a result of (i) Seller's failure, without fault of Seller, to deliver a title policy to a buyer; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property..

5. **Agency Disclosures**

(a) **Information On Agency Relationships:** Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represent the buyer. A broker may act as an intermediary between the parties if the parties consent in writing, A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

(b) **If The Broker Represents The Owner:** The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

(c) **If The Broker Represents The Buyer** The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should

not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

(d) **If The Broker Acts As Intermediary:** A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act.

A broker who acts as an intermediary in a transaction:

- (i) shall treat all parties honestly;
- (ii) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (iii) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (iv) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

(e) **If You Choose To Have A Broker Represent You:** If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

- 6. **Agency Relationship: Broker represents a buyer interested in the Property. Broker shall exclusively represent buyers interested in the Property and will not represent Seller.**
- 7. **Attorney Fees:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.
- 8. **Other Contract Terms:** This agreement is binding upon the parties, their heirs, may not be assigned by either party without the written approval of the other party. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this agreement.

This agreement is signed in on _____ . All parties signing acknowledge reading and understanding the agreement.

AGREED BETWEEN:

Broker

Seller

By: _____

Seller

Address: _____

Address: _____

Telephone: _____

Telephone: _____

