

MULTIPLE LISTING AGREEMENT FORM

BARBADOS ESTATE AGENTS AND VALUERS ASSOCIATION INC. (BEAVA)

The Seller/Landlord hereby lists with the listing Bro	ker the property (herein the "Property")	known as
situated Street #	Street Name	
Land Tax Ref. No		
☐ To offer the Property for sale at a price of		
☐ To offer the Property for lease at		
Property will be open to all Brokers and Salesperso	ns to attempt to procure its sale or lease partnership or share in a business or in	gents and Valuers Association Inc. (BEAVA) where the e. The Property may include a leasehold interest, a busi- the goodwill and assets of it or a mobile home, plus any
lord's real estate agency for the listing of the Prope salesperson during the period set forth herein. The	rty. This agreement prohibits the listing Seller/Landlord agrees to direct all inquent, which shall include inquiries from the	ole right, power and authority to act as the Seller/Land- and marketing of the property with any other broker or uires concerning this property from whatever source to be general public and all other real estate agents. Any
2. The Seller/Landlord hereby agrees to cooperate and directs the Listing Broker:	fully with the Listing Broker in the marke	eting of the Property and the Seller/Landlord authorizes
(i) to cooperate with all other BEAVA Members ac (ii) to obtain information concerning the Property (iii) to advertise the Property on the internet and (iv) to show the Property either personally or thro	from any person, corporation or govern elsewhere: and	ment authority:
Agreement, the Property is sold/rented or the Se be performed by the Buyer/Tenant under such ag (ii) "Sale" includes an exchange and "sale price" Agreement, the Listing Broker presents an offer a able period of time from the date of the offer, the Seller/Landlord accepts that offer. (iii) The parties agree that to assist in procuring a	T/Landlord agrees to pay the Listing Broiller/Landlord enters into an agreement greement are satisfied in accordance wi includes the value of property exchange at or above the Listing price, with no cone Seller/Landlord will pay the full commit a Buyer/Tenant for the Property, the List	ker the above commission if, during the term of this for the sale/rental of the Property and all conditions to the terms thereof. ed. In addition, if, prior to the Expiration Date of this additions that provide for a completion within a reason
The Seller/Landlord hereby irrevocably:		
instructs the lawyer acting for the Seller/Landlord (ii) acknowledges that the Listing Broker may ass	d. sign to a Cooperating Member part of th direction as may be required by the List	ing Broker to irrevocably direct a lawyer or Notary Public
Broker and the Cooperating Member:		
this Agreement, the Seller/Landlord sells/rents of written offer to purchase the Property and whose ten (10) days after the expiration of this Agreement	or agrees to sell/rent the Property direct in names the Listing Broker shall have sugent or with whom the Listing Broker has been notification of such negotiation prior such person is associated or affiliated. It is over the price of the Property or any span be Listing Broker the commission if, at t	negotiated prior to the Expiration Date provided the to the Seller/Landlord's sale/rent of the property to ecific term or condition of rental or sale. he time of such sale or agreement to sell, the
5. The Seller/Landlord does ($\hfill \square$) does not ($\hfill \square$) the Property.	grant the Listing Broker permission to p	place and maintain a "For Sale" or "For Rent" sign upon
6. Listing Broker's Agency Duties and Authority.		
Property is for sale or lease under this Agreemen sale of the property.	t; and the Listing Broker agrees to fully obtained by the Listing Broker agreement by the Lis	an active listing for the Property in the MLS while the cooperate with all Cooperating Members to effect the Property as the Listing Broker deems appropriate, to rd up to and including the Expiration Date of this

(iii) The Seller/Landlord understands that, during the term of this Agreement, the Listing Broker will be marketing other properties that may be of the same general nature as the Seller/Landlord's property.

(iv) The Seller/Landlord consents to the Listing Broker representing other Seller/Landlords or Buyer/Tenants of other properties and marketing other properties during the term of this Agreement.

(v) The Listing Broker is not required to disclose to the Seller/Landlord confidential information obtained through any agency relationship with other persons. The decision to accept any Buyer/Tenant's offer that may be presented is the Seller/Landlord's exclusive decision.

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- (vi) The Listing Broker has no authority to accept or agree to any offers on the Seller/Landlord's behalf.
- (vii) The Seller/Landlord reserves the right to change the Listed Price by a written and signed notice to the Listing Broker. Any change in the Listed Price becomes effective only upon delivery to the Listing Broker of the written Listed Price change notice signed by all Seller/Landlords. (viii) The Listing Broker agrees to act only as the agent for the Seller/Landlord with respect to the Property except where the Seller/Landlord consents to the Agent representing the Buyer/Tenant also, and the Listing Broker agrees to accept no form of remuneration from the Buyer/Tenant without the knowledge and consent of the Seller/Landlord. However a Cooperating member acting only for a Buyer/Tenant does not owe any agency duties to the Seller/Landlord.
- 7. **Assistance of Sub-agents.** The Seller/Landlord authorizes the Listing Broker to enter into agreements to engage as sub-agents the services of other licensed brokers or salespersons as part of the Listing Broker's marketing efforts, and the term "Listing Broker" as used herein shall include all licensed sub-agents working for the Listing Broker.
- 8. **Marketing.** The Seller/Landlord and the Listing Broker acknowledge that the Listing Broker may represent an exclusive international real estate franchise and/or may be an affiliate of an international real estate network. By signing this agreement, the Seller/Landlord authorizes the Listing Broker to submit the Property for inclusion in the worldwide marketing program of that franchise or affiliation at no additional cost to the Seller/Landlord.
- 9. **Forfeit of Buyer/Tenant's contract deposit.** In the event a contract Buyer/Tenant forfeits any contract deposit, the Listing broker shall be entitled to receive **an agreed portion** of the deposit, together with any interest accrued thereon to which the Seller/Landlord is entitled, provided the total amount paid to the Listing Broker shall not exceed the full commission which would otherwise be due under this Agreement.

10. Information Concerning the Property.

- (i) The Seller/Landlord has furnished the Listing Broker with all of the information about the Property contained in this Agreement, in any attachment or addendum hereto, and in the MLS Data Input Form.
- (ii) The Seller/Landlord represents to the Listing Broker that, to the best of The Seller/Landlord's knowledge, such information is complete, correct and accurate and does not leave out any material information about the Property. The Seller/Landlord agrees to indemnify and hold the Listing Broker, harmless from any and all loss, damage, claim or liability, including attorney's fees, arising out of any inaccurate, misleading or undisclosed information or facts about the property whether made by the Seller/Landlord in this agreement or made by the Seller/Landlord during the course of the Listing Broker's marketing efforts.
- (iii) The provisions of this paragraph shall apply to and include information in any Seller/Landlord's property information report.

 The Seller/Landlord further warrants and represents that this Agreement contains the signatures of all owners of the Property or other persons legally authorized to sell or lease the property.
- (iv) All information relating to the Property may be disclosed to persons interested in the Property including prospective Buyer/Tenants, Cooperating Members, and other authorized users of the MLS. The Listing Broker may enter into the MLS, the information contained in this Agreement, the information contained in the MLS Data Input Form, and the sale or lease price of the Property once there is an unconditional accepted offer.
- 11. **Counterparts**. This agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
- 12. **Mediation/Arbitration.** The Listing Broker endorses and recommends the use of a dispute resolution by mediation or arbitration as an alternative to litigation in the event of any dispute or claim arising out of or relating to this Agreement. In the event of any litigation or lawsuit between the Seller/Landlord and the Listing Broker arising out of or relating to this Agreement, the prevailing party will be entitled to the costs and expenses thereof, including reasonable attorney's fees.
- 13. **Term of Agreement/Binding Effect/Severability.** This Agreement shall not be for a period in excess of twelve (12) months and cannot be cancelled or terminated prior to the Expiration Date unless the Seller/Landlord and the Listing Broker mutually agree in writing to such cancellation or termination. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, personal representatives and assigns. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
- 14. **All Amendments to Be In Writing**. All modifications, additions, amendments or deletions to this Agreement shall be effective only if set forth in a written document signed by the Seller/Landlord and an authorized representative of the Listing Broker.
- 15. **Governing Laws.** This Agreement and all of its terms, conditions and provisions shall be construed in accordance with and governed by the laws of Barbados.

THE SELLER/LANDLORD SPECIFICALLY ACKNOWLEDGED HAVING READ AND DISCUSSED WITH THE LISTING AGENT ALL PROVISIONS OF THIS AGREEMENT HEREOF PRIOR TO SIGNING THIS AGREEMENT.

Commencement Date:		/	/20		Expiration Date:		/	/20	(at midnight)
	mm	dd		VV		mm	dd	VV	

UNDERSTOOD AND AGREED							
For Realtor			For Seller/Landlord				
Listing Broker	r						
Ву:			Ву:				
	Authorized Broker	Listing Member		Print Name	Seller/Landlord		
By:			Ву:				
	Co-Authorized Broker	Co-Listing Member		Print Name	Seller/Landlord		
Ву:							
3	Brd-Authorized Broker	3rd-Listing Member	Address to whic	h all notices to owner un	der this agreement shall be sent:		
Address			Street/P.O. Box_		City/Town		
Telephone			State/Country _		Zip/Postal Code		
Fax			Res. Tel.		Bus. Tel		
Email			Email _				

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