

## FOR SALE BY OWNER ADVERTISING AGREEMENT

**This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.**

THIS AGREEMENT is entered into effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between R and R Realty, LLC (the "Company") and \_\_\_\_\_ (the "Seller")

1. **TERM OF THIS ADVERTISING AGREEMENT.** The Seller hereby grants to the Company, including \_\_\_\_\_ (the "Advertising Agent") as the authorized agent for the Company, for the period of \_\_\_\_\_ months starting on the date listed above, and ending at 5:00 P.M. (MST) on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (the "Advertising Period"), the Right to Advertise said property for sale at a price of \$\_\_\_\_\_. (Advertised Price) In an attempt to Sell said property owned by the Seller, described as: \_\_\_\_\_ (the "Property"), The Seller understands that this is an Advertising agreement only and that the home will not be placed upon the Multiple Listing Service.

2. **BROKERAGE FEE.** If, during the Advertising Period, the Company, the Advertising Agent, locates a party who is ready, willing and able to buy, the Property, at the Listed price or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \_\_\_\_\_% of such acquisition price. The brokerage fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on the date of recording of the closing documents for the acquisition of the Property.

**3. UPON WRITING AN OFFER: the Advertising agent will become The Buyers Agent. As The Buyers Agent The Advertising Agent will present the offer to the seller along with a For Sale By Owner COMMISSION AGREEMENT. Which states that the Agent Represents the buyer exclusively. Seller understands that this advertising agreement is strictly for advertising purposes only and in no way is meant to represent the seller in listing their home.**

4. **EQUAL HOUSING OPPORTUNITY.** Seller and the Company agree to comply with Federal, State, and local fair housing laws.

5. **DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after a closing related to this Advertising Agreement, shall first be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Agreement shall apply.

6. **ATTORNEY FEES.** Except as provided in Section 5, in any action or proceeding arising out of this Advertising Agreement involving the Seller and/or the Company, the prevailing party shall be entitled to reasonable attorney fees and costs.

7. **ENTIRE AGREEMENT.** This Advertising Agreement, including the Seller's Property Condition Disclosure form, contain the entire agreement between the parties relating to the subject matter of this Advertising Agreement. This Advertising Agreement may not be modified or amended except in writing signed by the parties hereto.

**THE UNDERSIGNED** Seller does hereby agree to the terms of this Advertising Agreement.

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(Seller's Signature) \_\_\_\_\_ (Address/Phone) \_\_\_\_\_ (Date) \_\_\_\_\_

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(Seller's Signature) \_\_\_\_\_ (Address/Phone) \_\_\_\_\_ (Date) \_\_\_\_\_

ACCEPTED BY:

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(Authorized Advertising Agent) \_\_\_\_\_ (Date) \_\_\_\_\_

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(Principal/Branch Broker) Michael Rowbury \_\_\_\_\_ (Date) \_\_\_\_\_

**NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**