



NEW MEXICO ASSOCIATION OF REALTORS® LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2019

5. TERMS AND CONDITIONS. The listing price shall be \$ _____
Other terms and conditions: _____

6. BROKER OBLIGATIONS. Broker will use diligence in effecting the sale of the Property, to include the following:

- A. Assisting Seller in locating qualified Buyers;
- B. If requested, assisting potential Buyers in preparing offers and locating financing;
- C. Assisting Seller in monitoring pre-closing and closing procedures;
- D. If asked, disclosing whether offers were obtained by the Listing Broker, another Broker in the listing firm, or by a cooperating Broker; and
- E. Unless otherwise waived by Buyer, prior to accepting an Offer to Purchase; 1) requesting from the County Assessor the Estimated Property Tax Levy with respect to the Property, specifying the listed price as the value of the Property to be used in the estimate, and; 2) providing a copy of the Assessor's response in writing to the prospective Buyer(s) or the Buyer's Broker. If waived by Buyer, obtaining proof of waiver prior to accepting an Offer to Purchase from said Buyer.

7. SELLER OBLIGATIONS. Seller agrees to the following:

- A. To provide to Broker Firm all available data, records, and documents relating to the Property;
- B. To allow Broker or cooperating Brokers to show the Property at reasonable times and upon reasonable notice;
- C. To refer to Broker all inquiries relating to the sale/lease of the Property;
- D. To commit no act which might tend to obstruct Broker's performance under this Agreement;
- E. In the event of a sale, to provide all documents necessary to complete the sale; and
- F. That Seller will will not provide a Seller's Property Disclosure Statement. New Mexico law requires the Seller to disclose all known material defects in the Property.
- G. To inform Broker if Seller is or begins using any audio or video surveillance systems in/on the Property. Seller IS IS NOT using any audio or video surveillance in/on the Property. If applicable, type of surveillance audio video.

8. OFFERS.

- A. Broker shall NOT be required to submit to Seller **ORAL** offers to purchase or lease the Property.
- B. If Seller enters into a written agreement for the sale or lease of the Property, unless that agreement is terminated, or the interest of the Buyer is forfeited, Broker shall shall not be required to submit additional offers to Seller.
- C. An Offer Letter is a letter written by a buyer interested in purchasing a home that often provides personal information about the buyer and includes reasons why the buyer wishes to purchase the home and/or reasons why, from the buyer's perspective, the seller should sell the home to that particular buyer. In a competitive market, with multiple buyers' interested in a home, Offer Letters may assist a seller in determining to whom the seller wishes to sell. **However, sellers should be cautious in accepting Offer Letters from buyers, as Offer Letters have the potential to expose a seller to a claim of discrimination under the Federal Fair Housing Act, as well as the New Mexico Human Rights Act.** Both of these Acts prohibit discriminating against buyers based on their inclusion in certain protected classes (See. Para. 15). Offer Letters may include personal facts about a Buyer that would indicate to a seller that the buyer falls into one of these protected classes. If/When a seller decides not to sell their home to the buyer who wrote the Offer Letter, that buyer may believe and therefore, claim, that the reason the Seller rejected the buyer's offer was because the buyer was a member of one of those protected classes. Seller WILL WILL NOT accept Offer Letters from buyers.

9. SELLER'S AUTHORIZATIONS:

- A. AUDIO/VIDEO SURVEILLANCE.** In the event Seller is or begins using audio or video surveillance, Broker is authorized to notify other brokers and/or buyers of such use by any means appropriate as determined by Broker in Broker's sole discretion.
- B. USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE**
 - i. If Seller(s) authorizes Broker to submit the Property's listing information to the MLS, Seller understands and