



B Square Real Estate LLC  
6739 Academy Rd NE Ste 140  
Albuquerque, NM 87109  
505-821-0852 fax 505-821-0854  
"Best Agents, Best Service"



**REALTORS® ASSOCIATION OF NEW MEXICO**  
**LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL**  
**PART I - BROKER DUTIES**

Every licensed New Mexico real estate Broker is obligated to disclose Broker Duties. Please acknowledge receipt of this information by signing or initialing at the bottom of this page. **Disclosure:** The following brokerage relationships are available in the State of New Mexico: (1) transaction broker, (2) exclusive agency, and (3) dual agency (see RANM Form 1401, p. 2).

Prior to the time an Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, the Broker shall disclose in writing to a prospective buyer, seller, landlord or tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers regardless of the brokerage relationship:

- (A) Honesty and reasonable care; as set forth in the provisions of this section;
- (B) Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and Regulations, and other applicable local, state, and federal laws and regulations;
- (C) Performance of any and all oral or written agreements made with the Broker's Customer or Client;
- (D) Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer and Client, including (1) Presentation of all offers or counter-offers in a timely manner, and (2) Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction;

If the Broker in a Transaction is not providing the service, advice or assistance described in D(1) and D(2), the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose such agreement in writing to the other Brokers involved in the Transaction;

- (E) Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Broker's knowledge or expertise and that the Broker will suggest that the Customer or Client seek expert advice on these matters;
- (F) Prompt accounting for all monies or property received by the Broker;
- (G) Prior to the time the Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, written disclosure of (1) any written Brokerage Relationship the Broker has with any other Parties to the Transaction; (2) any material interest or relationship of a business, personal, or family nature that the Broker has in the Transaction; and (3) other Brokerage Relationship options available in New Mexico;
- (H) Disclosure of any adverse material facts actually known by the Broker about the property or the Transaction, or about the financial ability of the Parties to the Transaction to complete the Transaction. Adverse material facts do not include data from a sex offender registry or the existence of group homes;
- (I) Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;
- (J) Unless otherwise authorized in writing, a Broker shall not disclose to their Customer or Client during the transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Buyer Client or Customer has previously indicated they will pay a sales price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller Client or Customer or their Buyer Client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Broker's Customer or Client to remain confidential, unless disclosure is required by law.





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 LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL**

**1. EXCLUSIVE SERVICES.** The undersigned \_\_\_\_\_ ("Seller") grants to the undersigned Broker firm the exclusive right to sell the real property described in Paragraph 3. Broker will act as Seller's Transaction Broker in this transaction without creating an agency relationship. Broker and Seller will owe each other loyalty. "Sale" includes the voluntary sale, lease, exchange or other transfer of the Property or the voluntary creation of the right to acquire any interest in the Property (including a contract or lease). It is the parties' intention to minimize the likelihood that Seller will be held liable for the acts and omissions of the Broker and to eliminate the possibility that Broker is held liable to Seller under agency law.

**2. TERM.** The term of this Agreement will begin on \_\_\_\_\_, \_\_\_\_\_ and terminate at 11:59 pm Mountain Time on \_\_\_\_\_, \_\_\_\_\_, or if the Property is under contract on the date this Agreement would otherwise terminate, the term will automatically be extended through closing or other final disposition of the Property. The word "Term" as used in this Agreement will include all extensions.

**3. PROPERTY.**

A. Type: RESIDENTIAL:  resale  new construction COMMERCIAL:  office  industrial  
 shopping center  warehouse  residential investment (rental)  special retail  VACANT LAND  
 RANCH  OTHER \_\_\_\_\_

B. \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_

Legal Description  
 or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico.

C. Description or explanation of any known mineral or water rights appurtenant to the Property and whether they will be included in the sale.

D. The Property shall include the following, if existing, unless excluded below, free of liens: smoke, fire, security, and water conditioning systems (if owned by Seller); heating, ventilating and air conditioning systems; landscaping; sprinklers/irrigation equipment; storm windows and doors, screens, window coverings and rods; TV antennas, satellite dishes and receiver with access card (if owned by Seller), light fixtures, ceiling fans, range, oven, dishwasher, attached mirrors, attached floor coverings, awnings, mail boxes, fireplace grate and screen, garage door openers and controls, pool and spa equipment, and outdoor plants and trees (other than in movable containers) and

E. The following items are excluded from the sale:

**IT IS THE SELLER'S RESPONSIBILITY TO ENSURE THAT THIS EXCLUSION IS CONTAINED IN THE FINAL PURCHASE AGREEMENT.**

**4. TERMS AND CONDITIONS OF SALE.** The listing price shall be \$ \_\_\_\_\_  
 ( \_\_\_\_\_ DOLLARS),  
 or such price as shall be acceptable to Seller. Other terms and conditions:

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

**REALTORS® ASSOCIATION OF NEW MEXICO  
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**5. DUTIES OF BROKER.** Broker will use diligence in effecting the sale of the Property, and will provide the following services: (a) assisting Seller to locate qualified buyers; (b) if requested, assisting potential buyers to locate financing and prepare offers; (c) assisting Seller in negotiating the terms of a sale; (d) assisting Seller in monitoring preclosing and closing procedures. **If Seller enters into a written agreement for the sale of the Property, unless that agreement is terminated or the interest of the buyer is forfeited, Broker shall not be required to show the Property or submit additional offers to Seller.**

**6. SELLER'S AUTHORIZATIONS.** Seller authorizes:

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| <b>A.</b> Broker Firm to list the Property with the MULTIPLE LISTING SERVICE ("MLS"), or LISTING EXCHANGE (LEX), if any, of the local Board or Association of REALTORS® and to report the terms of the sale to the MLS.                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>B.</b> Broker to place a "For Sale" sign on the Property.   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>C.</b> Installation of a lockbox on the Property to show the Property. A lockbox is a locked container on the property in which a key is placed. The lockbox may be opened by a key, combination, or programmer key, permitting access to the Property. | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>D.</b> Broker to provide keys to other brokers and agents and other authorized personnel to show the Property and to permit access for marketing and inspections.   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>E.</b> Broker to obtain information about the Property, such as utility bills, loan information, etc.   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>F.</b> Broker to divulge the existence of offers on the Property in response to inquiries from buyers or cooperating brokers.   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>G.</b> Broker Firm to include interior photographs and/or videography to market the property.   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>H.</b> Broker Firm to place the Property on the Internet.   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>I.</b> Broker Firm to include the Property address on the Internet.   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>J.</b> Broker Firm to include the Property on the Virtual Office Website (VOW) or other website(s) maintained by the Listing Broker, at Broker's discretion.  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>K.</b> Broker Firm to include the Property address on the Virtual Office Website (VOW) or other website(s) maintained by the Listing Broker, at Broker's discretion.  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>L.</b> Other  |                          |                          |

**7. BROKER'S COMPENSATION.** Seller agrees to pay Broker Firm as compensation

plus applicable gross receipts tax, upon the occurrence of any of the following:

- A.** Broker Firm secures a buyer or lessee during the term of this Agreement on the terms specified above, or on any terms acceptable to Seller; OR
- B.** The sale of the Property during the term of this Agreement, by Seller or through any other source; OR
- C.** During the term of this Agreement if the Property is withdrawn, and subsequently sold, or made unmarketable by Seller's voluntary act; OR
- D.** The sale of the Property is made by Seller within \_\_\_\_\_ days after the term of this Agreement (the "protection period") to persons to whom Broker Firm has introduced the Property during the term, PROVIDED HOWEVER, that Broker submits to Seller a notice or other writing, either before or within five days after the end of the Term, which discloses the names of the prospective buyers. This provision will not apply if Seller enters into a written exclusive listing agreement with another licensed broker during the protection period.
- E.** Notwithstanding the foregoing, upon forfeiture of earnest money by a prospective buyer or lessee, Broker will be entitled to one-half the deposit, not to exceed Broker's compensation set forth above.

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**8. BROKERAGE RELATIONSHIPS AND COOPERATION.**

**A. COOPERATION.** Seller authorizes Broker Firm to cooperate in the following ways with other brokerages in procuring a buyer.

**BUYER'S AGENT.** Broker may work with one or more buyer's agents. A buyer's agent has an agency agreement with a buyer, is the buyer's representative, and owes the buyer fiduciary duties, including the duty of confidentiality. A buyer's agent must treat Seller honestly, but is not required to reveal confidences of the buyer which are not material to the transaction. The buyer may be liable for the acts or omissions of the buyer's agent, but a seller will generally not be liable for them.

Seller hereby authorizes Broker Firm to share Broker's compensation with a buyer's agent as follows:

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For purposes of this paragraph, "Buyer's Agent" includes a licensee who is acting on his own behalf as a buyer.

**TRANSACTION BROKER.** Broker may work with one or more "Transaction Brokers." A Transaction Broker is not the agent of a buyer or seller.

Seller hereby authorizes Broker Firm to share Broker's compensation with a Transaction Broker as follows:

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**OTHER.**

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**9. SELLER'S OBLIGATIONS.** Seller will: provide to Broker Firm all available data, records, and documents relating to the Property; allow Broker or cooperating brokers to show the Property at reasonable times and upon reasonable notice; refer to Broker all inquiries relating to the sale of the Property; commit no act which might tend to obstruct Broker's performance under this Agreement; in the event of a sale provide all documents necessary to complete the sale and complete, where customary, a Seller's Property Disclosure Statement.

**10. SELLER'S WARRANTIES; RELEASE.** Seller warrants and represents that: except as otherwise disclosed to Broker in writing, the person or persons designated as Seller above and in the signature block of this Agreement is (or are) owner of record of the Property and has (or have) the authority to enter into this Agreement; the information furnished with respect to the Property is complete and accurate; Seller will indemnify and hold Broker harmless from any liability or damages, including attorneys' fees, arising out of incorrect or undisclosed information which Seller knew or should have known.

Seller hereby releases Broker and any cooperating broker from any liability for any personal injury or damage to real or personal property caused by acts of third parties, vandalism, theft, freezing water pipes, or any other damage or loss whatsoever. In the event the Property is or becomes vacant during the term of this Agreement, Seller will notify Seller's casualty insurance company and obtain any endorsement necessary to maintain insurance coverage. Broker shall not be responsible for maintenance of the Property unless otherwise agreed to in writing.

**11. NON-DISCRIMINATION. RESIDENTIAL:** Seller understands that federal housing laws, the New Mexico Human Rights Act, and the New Mexico Real Estate Commission Regulations prohibit discrimination in the sale, rental, appraisal, financing, or advertising of housing or other property on the basis of race, age, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin, or ancestry. **COMMERCIAL:** Seller understands that the New Mexico Human Rights Act prohibits discrimination in the sale or lease of any real property on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap, or spousal affiliation.

**12. FOREIGN SELLERS.** The Foreign Investment and Real Property Act (FIRPTA) may apply if Seller is a foreign person, foreign corporation or partnership, or nonresident alien, unless the purchase price is \$300,000 or less AND the buyer intends to use the Property as the buyer's residence. FIRPTA may require the buyer of real property to withhold ten percent of the sale price and to deposit that amount with the Internal Revenue Service upon closing.

Seller  is  is not subject to FIRPTA.

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**13. FARMS AND RANCHES.** The Agricultural Foreign Investment Disclosure Act (AFIDA) requires disclosure of a transfer of interest in certain agricultural land (including farms and ranches) to or from a foreign person to the Agricultural Stabilization and Conservation Service within 90 days of the transaction, on a form provided by the ASCS. AFIDA does not apply to agricultural land if in the aggregate it is not more than 10 acres and if the gross annual from sale of farm, ranch, farming or timber products do not exceed \$1000.00. A "foreign person" is certain foreign corporations or a person who is not a citizen of the U.S. or certain of its possessions, who is not a permanent resident and who is not paroled into the U.S. Seller  is  is not a foreign person as defined in this paragraph.

**14. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediator cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.

**15. EARNEST MONEY DISPUTES.** In the event of a controversy regarding the Earnest Money held by Broker or other holder, in accordance with New Mexico regulations, unless written instructions of both Seller and Buyer are received by Broker or other holder, Broker or other holder of the Earnest Money may take no action or may choose to file an **Interpleader**. **Interpleader** is a legal proceeding whereby the Holder of the Earnest Money names Buyer and Seller as defendants and deposits the funds in question with an appropriate court. Once the funds have been disbursed by final determination of the court, the prevailing party and the holder of the earnest money shall be entitled to recover any additional court costs and reasonable attorneys' fees related to the dispute from the non-prevailing party.

Parties to all Earnest Money disputes are urged to review RANM Form 2310, "Earnest Money Dispute Information Sheet" and to consult a licensed attorney to fully understand all their rights and remedies.

**16. EXPERT ASSISTANCE.** Broker advises Seller to obtain expert assistance with respect to legal, tax and accounting matters or matters relating to zoning, surveying, inspections, construction, hazardous materials, engineering, or other matters which are not within the expertise of Broker. Broker shall have no liability with respect to such matters.

**17. FACSIMILE TRANSMISSION.** The facsimile transmission of a copy of this or any related document will constitute delivery of that document.

**18. LEAD-BASED PAINT DISCLOSURE AND INFORMATION REQUIREMENTS.** If a residence on the Property was constructed before 1978, Seller cannot legally accept an offer unless prior to making the offer Buyer receives ALL of the following:

A. Seller must:

- (1) provide the buyer with a pamphlet ("Protect Your Family from Lead in Your Home"); and
- (2) disclose known presence of lead-based paint and lead-based paint hazards; and
- (3) provide a list of, and copies of all reports and records available to Seller pertaining to lead-based paint and lead-based paint hazards on the Property.

This information and these disclosures must be given before Seller can accept an offer by a buyer; AND

B. Buyer signs the Lead-Based Paint Addendum to Purchase Agreement.

**19. MISCELLANEOUS.** This document and any addenda attached and initialed by the parties or incorporated by reference contain the entire agreement of the parties and supersedes all prior agreements or representations. This Agreement may be amended or canceled only by a writing signed by both parties. This Agreement shall be construed in accordance with New Mexico law. If either party uses the services of an attorney to enforce the party's rights or the other's obligations under this Agreement, the damages will include attorneys' fees and costs. Time is of the essence of this Agreement.

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**20. OTHER.**

*The REALTORS® Association of New Mexico and the local board or association of REALTORS® do not fix, control, recommend, suggest or maintain compensation rates for services to be rendered by members, nor the division of Broker's compensation between Broker and cooperating Brokers in a transaction. The amount of compensation and the terms of this Agreement are not prescribed by law and are subject to negotiation.*

Agency Addendum is attached to this Agreement:  Yes  No

**LISTING BROKER**

**B Square Real Estate LLC**

Listing Firm

Broker  is  is not a REALTOR®

By (Print)

Signature <b>6739 Academy Rd NE Ste 140</b>	City <b>Albuquerque</b>	Date <b>NM</b>	Time <b>87109</b>
Address	City	State	Zip Code
<b>(505 )821 -0852</b>	<b>605 821 0854</b>		
Business Phone	Fax	Email Address	

**SELLER**

Seller Signature	Date	Time
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Seller Signature	Date	Time
------------------	------	------

Seller Names (Print)	Email Address
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Seller Address	City	State	Zip Code
( ) - ( ) - ( ) - ( ) -	( ) -	( ) -	( ) -
Seller Home Phone	Business Phone	Other Phone	Fax



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AGENCY ADDENDUM

1. AGENCY. This Addendum is a part of the Listing Agreement-Exclusive Right to Sell dated [blank], between [blank] ("Seller") and [blank] ("Broker") and relating to the following Property:

Address [blank] City [blank]

Legal Description [blank] or see metes & bounds description attached as Exhibit [blank], [blank] County, New Mexico.

Broker will serve as Seller's agent in this transaction. In addition to the Broker Duties, Broker will owe to Seller fiduciary duties.

2. DESIGNATED AGENCY. If Broker chooses Designated Agency, Broker Firm designates [blank] to represent Seller exclusively. The Designated Agent owes fiduciary duties to Seller and will act as the sole agent of Seller. Broker firm reserves the right to name additional designated agents when at its discretion it is necessary. If additional designated agents are named, Seller will be informed. Only the persons designated as Seller's Designated agents will act as Seller's agents. In an in-house transaction Broker will designate another agent to represent the buyer exclusively; Seller's Designated Agent and Buyer's Designated Agent will work for the same broker, who supervises all transactions, and maintains impartiality and safeguards the confidentiality of both parties.

3. LIABILITY. Seller acknowledges that as a result of the agency relationship Seller can be held liable for acts or omissions of Broker that are within the scope of the Broker's authority.

The Listing Agreement - Exclusive Right to Sell referred to above is incorporated by reference into this Addendum.

The provisions of this Addendum will supersede any conflicting provisions of the Listing Agreement.

Seller [blank] Date [blank] Time [blank]

Seller [blank] Date [blank] Time [blank]

B Square Real Estate LLC

Listing Firm

By (Signature) [blank] Date [blank] Time [blank]

By (Print) [blank]