

Sales Fee Agreement

1. I hereby authorize _____ of, _____ to show my property located at _____.
2. In the event the property is sold, traded and/or exchanged to _____ within _____ days from the execution of this agreement at a price and terms acceptable to Seller, Seller agrees to pay to _____ a commission of _____ % of the total sales price, payable at time of closing.
3. Seller does hereby certify and represent that he has legal authority and capacity to convey the property with all improvements and fixtures thereon by sufficient and marketable title.
4. In accordance with the Oklahoma Residential Property Condition Disclosure Act:
 - a. Seller shall complete the **Oklahoma Residential Property Disclosure Statement ("Disclosure Statement")** or, if the Seller has never lived in the Property **AND has NO knowledge of any defect** concerning the Property, the **Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement")** if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure Statement** or **Disclaimer Statement** (whichever is applicable) to potential Buyers or their Brokers.
 - c. REALTOR® shall disclose to a potential purchaser any defects in the Property actually known to the REALTOR® which are not included in the Seller's **Disclosure Statement** or Seller's **Disclaimer Statement**.
5. Seller agrees that upon the acceptance of a contract for the sale of this property the property and sales data may be entered in the MLS Tech MLS for information purposes.
6. Broker duties and responsibilities.
 - A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:
 1. Treat all parties with honesty and exercise reasonable skill and care;
 2. Unless specifically waived in writing by a party to the transaction:
 - a) receive all written offers and counteroffers,
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c) present timely such written offers and counteroffers;
 3. Timely account for all money and property received by the broker;
 4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) information specifically designated as confidential by a party unless such information is public.
 5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
 6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
2. Keep the party informed regarding the transaction.

C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

Seller's signature Date

Seller's signature Date

Seller's Name Printed

Seller's Name Printed

Associate's signature Date

Broker's signature Date

Office Name