

## AGREEMENT TO SHOW UNLISTED PROPERTY

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- 1    **1. Permission to Show Property.** In consideration of the services and efforts of \_\_\_\_\_, a licensed  
 2    real estate broker/agent (hereinafter "Broker"), the undersigned owner (hereinafter "Owner") hereby grants to Broker the right and  
 3    privilege to show and offer for sale to one or more prospective buyers (hereinafter "Prospect"), from \_\_\_\_\_  
 4    to \_\_\_\_\_ (hereinafter the "Authorization Period"), the following described property: All that tract of land  
 5    being known as \_\_\_\_\_  
 6    Address \_\_\_\_\_ City \_\_\_\_\_ MS, together with all  
 7    fixtures, landscaping, improvements, and appurtenances (hereinafter "Property"). Property is further described as tax parcel  
 8    # \_\_\_\_\_ in the records of the county courthouse within which the Property is located.
- 9    **2. Selling Price.** Broker may quote a sales price of \$ \_\_\_\_\_ for the Property, which amount includes  
 10    the real estate compensation, terms of which are more fully set forth below.
- 11    **3. Compensation.** Owner agrees to pay to Broker, at the Closing of the sale, a real estate fee (hereinafter "Fee") of \$ \_\_\_\_\_  
 12    or \_\_\_\_\_ % of the selling price should Prospect enter into, during the Authorization Period, an enforceable Purchase and  
 13    Sale Agreement or other binding contractual agreement (hereinafter "Contract") to purchase the Property. Owner acknowledges that in  
 14    such event, Broker shall have been the procuring cause of such sale. In the event that the Property is sold directly by Owner to Prospect  
 15    within \_\_\_\_\_ days following the expiration of the Authorization Period, then Owner agrees to pay  
 16    the Fee to Broker at the Closing of the sale.
- 17    **4.** This Agreement shall **not** be construed to create an agency relationship between Owner and Broker. This Agreement is not a seller's  
 18    agency agreement but, is, rather, limited to Owner's permission given to Broker to show the above property to Prospect in exchange for  
 19    compensation to Broker. The parties understand and agree that Owner is a **customer** and that, as such, Broker will treat Owner honestly  
 20    and may perform ministerial acts for Owner. It is understood that this Agreement in no way prohibits Owner from selling the Property  
 21    directly to a buyer other than Prospect. Owner shall retain the right to enter into an exclusive Listing Agreement concerning the  
 22    Property with any other real estate broker.
- 23    **5.** Owner represents that Owner (1) presently holds fee simple title to the Property, (2) has full authority to enter into this Agreement, and  
 24    (3) will in good faith cooperate with Broker in the showing of the Property to Prospect.
- 25    **6.** Broker hereby identifies known Prospect(s) as  
 26    \_\_\_\_\_  
 27    \_\_\_\_\_
- 28    Broker will identify other prospect(s), if any, to whom Broker has shown property no later than the date of the expiration of the  
 29    Authorization Period by addendum to this Agreement, the same to be incorporated herein by reference upon delivery of same to Owner  
 30    by Broker by one (1) of the following methods, at Broker's discretion: hand-delivery, placement of same in the U.S. mail properly  
 31    addressed to Owner and bearing first class postage; posting of same with any overnight carrier properly addressed to Owner with  
 32    delivery costs prepaid; delivery of same by facsimile to the valid facsimile number of Owner and verification of successful  
 33    transmissions by Broker; or by transmission by email to the valid email address of Owner and verification of successful transmission by  
 34    Broker.



35 By signature below, Owner acknowledges receipt of a **copy** of this Agreement.  
 36 Signed this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., and a copy hereof received.

37 \_\_\_\_\_  
 38 **Broker** **Owner's Signature**

39 By: \_\_\_\_\_  
 40 Brokers Affiliated Salesperson Owner's Name Print/Type

41 \_\_\_\_\_  
 42 Broker's/Agent's Phone Number **Owner's Signature**

43 \_\_\_\_\_  
 44 Broker's/Agent's Facimile Number Owner's Name Print/Type

45 \_\_\_\_\_  
 46 Broker's/Agent's Email Address Owner's Phone Number

47 \_\_\_\_\_  
 48 Owner's Facimile Number

49 \_\_\_\_\_  
 50 Owner's Email Address

51 \_\_\_\_\_  
 52 \_\_\_\_\_  
 53 Owner's Street Address (including City/State/Zip)

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