Here is a template, totally free of charge!

However, **we don't recommend using it.**
Like all free templates on the internet, it hasn't been adapted to your specific needs.

Visit our website to easily create a fully personalized document for a low one-time fee.
Our lawyers work hard to keep everything updated and accurate.
You get all of the benefits of a lawyer at a fraction of the cost.

REAL ESTATE AGENT AGREEMENT

State of Alabama

BACKGROUND

A. This Real Estate Agent Agreement is made effective by and between the following real estate agent services provider (the "Agent"):

_____
of
_____

and the following receipient of real estate agent services (the "Client"):

_____
of
_____

B. Agent has a background in marketing, advertising, negotiating, and selling real estate properties, and is willing to provide services to Client based on this background.

C. Client is the owner of certain property and the improvements thereon of the following description, known hereafter as the "Real Property":

_____

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree to the following:

I. GRANT OF RIGHTS.

1. Client hereby grants to Agent the right to sell Real Property described above and Client hereby appoints Agent as Client's agent for such purpose, subject to the terms and conditions set forth in this Agreement.

2. Client, promptly after Agent's request, shall deliver to Agent complete copies of any records and documentation relating to the Real Property in the possession of Client.

II. DESCRIPTION OF SERVICES.

3. Client shall refer to Agent all offers and inquiries, including those from outside brokers, or from principals or from others, with respect to the Real Property and shall conduct through Agent all negotiations with respect to the sale of the Real Property.

4. Agent shall diligently investigate and develop such offers and inquiries and canvas, solicit, and otherwise employ their best efforts to bring about the sale of the Real Property and to that end, Agent is authorized to enlist the services of other real estate brokers.

5. The Agent is obligated to report any price which may be offered for said property for the consideration or review of the Client.

6. The Agent shall report to Client offers of no lower than $2 (two US dollars) unless the Parties agree in writing to lower the minimum sale price for the Real Property.

7. Beginning on _____, Agent will provide the above services including the following services (collectively known as the "Services") in connection with the sale of the above-described property:

_____

III. PERFORMANCE OF SERVICES.

8. The manner in which the Services are to be performed and the specific hours to be worked by the Agent shall be determined by Agent.

9. Client will rely on Agent to work as many hours as may be reasonably necessary to fulfill Agent's obligations under this Agreement.

IV. PAYMENT.

10. Agent's fee shall be calculated as a commission of 100% on the sale price of any sale or sales made by the Agent of the property mentioned above and consummated as a result of said services, said commission to be deducted from the cash payment made, respectively, for said property.

11. Client reserves the right to sell the above-described property to anyone with whom they are now negotiating for sale of said property, and in the event said property is sold as a result of said negotiations, the Agent shall not be entitled to commission upon sale.

12. It is further agreed that if, after the termination of this Agreement the Client shall sell said property, which may not have been theretofore sold by the Agent, the said Agent shall be entitled to commissions upon said sale, provided said sale is made to a party or parties who have during the life of this Agreement been brought to said property by the Agent for the purpose of interesting them as purchasers.

13. Nothing in this Agreement shall be deemed to require Client to accept an offer to purchase the Real Property, to sell the Real Property, or to keep the Real Property for sale during the term of this Agreement, and Client may withdraw the Real Property at any time.

14. If the Client was presented with a bona fide offer to purchase at or above the agreed to list price approved by the Client and the Client fails to accept said offer, the Agent will be entitled to be paid the full amount they would have been paid had the property been sold at the offered price.

15. If the Agent neither successfully sells the Real Property nor introduces the Client to a buyer who then purchases the property before the termination of this Agreement, they shall not be entitled to collect any commission on the sale of the Real Property.

16. Upon determination of Agent's fees due, the Agent shall issue an invoice to the Client and payment shall be due within thirty (30) days of the date of the invoice.

17. Acceptable forms of payment include the following:

_____

V. LATE PAYMENTS.

18. For any fee payment that is not paid within thirty days of its due date, Client shall pay

a late fee of $2 (two US dollars).

VI. EXPENSE REIMBURSEMENT.

19. Agent shall pay all out of pocket expenses and shall not be entitled to reimbursement from the Client.

VII. TERM.

20. This Agreement will terminate automatically on _____.

VIII. RELATIONSHIP OF PARTIES.

21. It is understood by the Parties that Agent is an independent contractor with respect to the Client and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Agent.

IX. EMPLOYEES.

22. Agent's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

23. At the request of Client, Agent shall provide adequate evidence that such persons are Agent's employees.

X. EXCLUSIVITY.

24. For the term of this Agreement, Agent shall have the exclusive right to sell the Client's Real Property as described in this document.

XI. CONFIDENTIALITY.

25. Agent agrees for themselves, their successors, heirs, and assigns to refrain from disclosing to any third party any information relating to the Real Property that is valuable, special, or unique and needs to be protected from improper disclosure.

26. Agent and any of Agent's employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Agent, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Agent and their employees, agents, and representatives will protect such information and treat it as strictly confidential.

27. This provision shall continue to be effective after the termination of this Agreement.

28. A violation of this provision shall be a material violation of this Agreement.

XII. RETURN OF RECORDS.

29. Upon termination of this Agreement, Agent will return to Client all records, notes, documentation, equipment, and other items that were used, created, or controlled by Client during the term of this Agreement.

XIII. INDEMNIFICATION.

30. Agent agrees to indemnify and hold harmless from all claims, losses, expenses, fees including attorney's fees, costs, and judgments that may be asserted against Agent that result from the acts or omissions of Agent and/or Agent's employees, agents, or representatives.

XIV. DEFAULT.

31. The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either Party.

c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or governmental agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

XV.

XVI.

XVII. E

XVIII. TITLES.

32. The titles in this Agreement are for the purposes of convenience only, are not intended to be part of this Agreement, and shall not be deemed to modify, explain, enlarge, or restrict any of its provisions.

XIX. SEVERABILITY.

33. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

34. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XX. AMENDMENT.

35. This Agreement may be modified or amended in writing if the writing is signed by the Party obligated under the amendment.

XXI. GOVERNING LAW.

36. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XXII. NOTICE.

37. Any notice or communication required or permitted under this Agreement shall be

sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XXIII. WAIVER OF CONTRACTUAL RIGHTS.

38. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

EXECUTION:

_____
_____, Client

_____
Date

_____
_____, Representative of _____, Agent

_____
Date