

Exclusive Listing Agreement

This Exclusive Listing Agreement for Sale contract, hereinafter known as EXCLUSIVE LISTING AGREEMENT, is made between _____ Hereafter Referred to as "BROKER," holding active Ecuadorean real estate license number _____ and Ecuadorean cedula or passport number _____,

and _____ Hereafter Referred to as OWNER, holding Ecuadorean cedula or international passport number _____, and shall govern the exclusive brokerage relationship related to the sale of the property according to the following terms:

1. OWNER authorizes BROKER to place sign on the PROPERTY to promote the sale of the PROPERTY: Yes ____ No ____
2. a) If the property is sold to a client, OWNER will pay the BROKER a commission in the amount of money equivalent to _____ percent of selling price. The OWNER acknowledges that taxes of an additional 12% may be charged at the time of payment on the condition that a facture is provided.
b) The commission shall be paid unconditionally at the time payment is received from client.
3. It is understood that "client" may include relatives or heirs to him/herself, or to professional Associates of the BROKER.
4. OWNER will provide to BROKER at the time of signing this document or within a period of no more than five (5) days copies of the following documents necessary to successful broker the real estate transaction: a) copy of the Escritura Publica, b) Copy of OWNER's Ecuadorean cedula or international passport, c) copy of Predios of the most recent year, d) if OWNER is acting through an agent, a signed power of attorney granting the agent the legal rights to act on OWNER's behalf.
5. EXCLUSIVE LISTING AGREEMENT expires on ____ (day) _____ (month) of _____ (year) and is automatically renewed for periods of _____ days. Should either party desire to terminate this agreement, that party should communicate this in writing at least 5 days prior to EXCLUSIVE LISTING AGREEMENT expiration date.
6. The OWNER forfeits the right to sell the property directly on his or her own behalf or to list the PROPERTY with other parties.
7. If property is sold within ____ months after this agreement terminates to parties provided by the BROKER during the term of this agreement, the OWNER shall pay BROKER the commission specified above.
8. If a deposit of money is forfeited by a client provided by BROKER, _____ percentage of deposit is due to BROKER, provided it does not exceed the full commission amount.

9. The follow contract may be terminated in case of any of the following events: a) The inability to realize sale of PROPERTY at the termination of this agreement. b) Successful sale of property at a price acceptable to OWNER, c) renunciation of exclusivity by the BROKER with a minimum of eight (8) days written notice, d) due to destruction or total loss of the PROPERTY.

10. The judges of the city of _____ shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto, except insofar as it may be deemed impractical to do so by both parties in writing

OWNER Signature

BROKER Signature

Date

Date

Property Information

Price: _____ \$US
Address: _____
City: _____
Province: _____
Catastro #: _____
North Border: _____
East Border: _____
South Border: _____
West Border: _____