

Tennessee REALTORS®
2021 Forms Committee – Motions to move forward
Submitted to Board of Directors on September 17, 2021

RESIDENTIAL FORMS

Motion to approve the new form RF111 CO-LISTING AGREEMENT (Between Two Firms) **attached separately*

Rationale: Brokers were asking for a co-listing agreement to be used when two brokerages co-list a property.

CO-LISTING AGREEMENT (Between Two Firms)

BROKER (Listing Company): _____

DESIGNATED AGENT (Listing Company): _____

ADDRESS OF LISTING COMPANY: _____

CO-LISTING BROKER: _____

CO-LISTING DESIGNATED AGENT: _____

ADDRESS OF CO-LISTING BROKER: _____

The parties named above do hereby agree to co list the property described below for the consideration discussed herein:

1. PROPERTY ADDRESS/LEGAL DESCRIPTION:

_____ (Address)
_____ (City), Tennessee, _____ (Zip), as recorded in
_____ County Register of Deeds Office, _____ deed book(s), _____
page(s), and/or _____ instrument number. and further described as:

_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

2. EFFECTIVE DATE OF LISTING AGREEMENT ("Effective Date"): _____

3. TERM OF CO-LISTING AGREEMENT:

This Agreement shall be valid from the Effective Date through _____, 20____ ("Co-listing Expiration Date") If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

4. COMPENSATION:

Listing Broker shall receive _____ % of the total sales price or \$ _____. Co-listing broker shall receive _____ % of the total sales price or \$ _____.

A cooperating compensation is being offered to a Selling Agent or Facilitator who is the procuring cause of the transaction and a member participant of any MLS(es) in which the Property is listed in the amount of _____ % of the total sales price or \$ _____. A cooperating compensation is being offered to a Selling Agent or Facilitator who is the procuring cause of the transaction and who is not a member participant of any MLS(es) in which the Property is listed in the amount of _____ % of the total sales price or \$ _____.

5. APPORTIONMENT OF EXPENSES:

Advertising fee: _____

Other costs: _____

6. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.

The listing agent warrants they have received written permission from the Seller to enter into a co-listing agreement and Seller has authorized the co-listing broker to advertise the property for sale. Instructions or changes to the listing remain at the sole discretion of the listing broker.

7. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding section, shall control:

This form is copyrighted and may only be used in real estate transactions in which _____ is involved as a Tennessee REALTORS authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee Realtors® at 615- 321-1477.

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Listing Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Print/Type Name

Phone: _____

Email: _____

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Co-Listing Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Print/Type Name

Phone: _____

Email: _____

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