

Town & Country Apollo Properties TERMINATION OF LISTING

A Licensed Utah Real Estate Brokerage and member of the Local, Utah and National Association of Realtors®



Withdrawal of Sellers Listing From MLS Listing Plans Basic, A, B and C

Wasatch Front Regional MLS Park City MLS Iron County MLS Washington County MLS

We, the undersigned parties hereby agree to the voluntary termination of the listing of Sellers property, MLS #'s _____ . And further jointly agree to hold to the terms of the listing contract, its protection period and the termination option below. We will hold harmless the listing company, its brokers, agents, and employees from any liability from said cancellation.

- I am no longer Selling
- I am re-listing with a different Brokerage.

If you are re-listing with a different Licensed Realtor®, The MLS would like to know if your Listing was solicited by that Licensed Realtor® while you were listed with our Brokerage.

First, telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another REALTOR®; and **Second**, mail or other forms of written solicitations of prospects whose properties are exclusively listed with another REALTOR® when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information required by Article 3 and Multiple Listing Service rules to be made available to other REALTORS® under offers of sub-agency or cooperation. (Amended 1/04)

REALTORS® shall not solicit an active listing which is currently listed exclusively with another broker.

REALTORS®, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

*My Listing WAS WAS NOT Solicited by a Licensed Realtor®

3. PROTECTION PERIOD. If within ninety (90) days after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement. **Specific Party(s):**

18. TERMINATION OPTION. Seller may terminate this agreement providing there are no FEES due or contracts pending or located parties noted under Section 2. Brokerage Fee and 2.1 Unrepresented Buyers, entitling Brokerage compensation to be paid under the terms of this agreement. Seller will give at least 5 days prior written notice to company using this termination agreement. Listing PLAN's BASIC, A & B may be terminated without added Fee; PLAN C requires a \$695 early termination Fee.

THE UNDERSIGNED hereby agree to the terms of this cancelation of Listing Agreement.

_____ X: _____
 (Seller Name: PRINT) (Seller Signature) (Date)

X: _____
Lynn Fillmore, Principal Broker
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