

## **Listing Agreement Language Implementation Guide**

Purpose: The purpose of the Listing Agreement License Language is to have the seller grant to the broker the rights necessary for the broker to use the listing content, which includes but is not limited to the following elements: photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information, and any other copyrightable elements relating to the Property (“Listing Content”). The Listing Agreement Language also authorizes the broker to list the property in the MLS and allow the MLS to make IDX listings available to other brokers. Without a license, the broker’s use of any Listing Content of which the seller exercises ownership or control may constitute infringement, and the broker’s grant of rights to an MLS will be invalid.

Instructions: This document needs to be attached or incorporated into the listing agreement signed by the seller. If attached, the listing agreement should make reference to the attachment and state that the attachment is “incorporated by reference.” If the listing agreement does not define the listing broker as “Broker” and the property owner/seller as the “Seller,” the references in the language to Broker and Seller should be modified accordingly.

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**THIS DOCUMENT IS PROVIDED AS A SAMPLE AND IS NOT INTENDED TO BE AND DOES NOT CONSTITUTE LEGAL ADVICE, OR A SUBSTITUTE FOR SPECIFIC LEGAL ADVICE OR OPINIONS. THE USER OF THIS SAMPLE DOCUMENT SHOULD NOT ACT OR REFRAIN FROM ACTING, OR USE THIS DOCUMENT WITHOUT CONSULTING LEGAL COUNSEL. THE USE OF THIS DOCUMENT SHOULD BE MODIFIED TO ADDRESS THE SPECIFIC LEGAL NEEDS OF THE USER.**

### **ADDENDUM TO LISTING AGREEMENT AUTHORIZING INTERNET DISTRIBUTION OF SELLER LISTING CONTENT FOR**

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#### **Property Address**

Seller instructs broker to disseminate Seller Listing Content to multiple listing services and to others including Online Publishers (Publishers), Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker’s agent (the “Seller Listing Content”), or otherwise obtained or produced by Broker or Broker’s agent in connection with this Agreement (the “Broker Listing Content”), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

Seller understands that by broker submitting Seller’s Listing content to real estate Publisher’s websites requires broker to grant recipient Publishers an non-exclusive, irrevocable, perpetual, worldwide license to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, and translate the submission in connection with

Publishers' current and future services or in any other media, and to sublicense these rights, to the maximum extent permitted by applicable law.

Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, perpetual royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

Seller(s) for themselves(s), their heirs, legal representatives, successors, employees, agents, attorneys and assigns, holds harmless broker, broker's predecessors, parent companies, subsidiaries and affiliates, along with all employees, agents, successors, attorneys, shareholders, officers, directors and representatives of all such persons or entities, from any and all claims, demands, debts, causes of action, damages, liabilities resulting from Publishers' actions or inactions as listed below and any other actions or inactions as Publishers may from time to time practice or engage. Seller understands and agrees that by authorizing Broker to send Seller Listing Content to Publishers some or all the following actions by Publishers may occur.

1. **Monitoring and Management of Seller Listing Content** – Publishers may send Seller Listing Content to other Publishers without Broker's knowledge, preventing Broker from monitoring or managing Seller Listing Content. Seller Listing Content may become inaccurate and remain on some Publisher sites after Seller's home has been sold or is otherwise no longer for sale.
2. **Non-Listing Agent May Receive Buyer Inquiries** – Publishers sell ads and designations to agents that can cause buyer's calls for information about Seller's home to be diverted from listing agent to agents unfamiliar with Seller's home.
3. **Biased Search Results** – Buyers' search results may be based upon compensation to Publisher in lieu of buyer's search criteria resulting in Seller Listing Content being unavailable to buyers on a fair and equitable basis.
4. **Inaccurate Data** – Publishers may not update Seller Listing Content on a timely basis causing price, status and other information to be inaccurate causing buyers to be misled and confused.
5. **Inaccurate Value Estimates** – Publishers may display an inaccurate estimated value next to Seller Listing Content that could cause buyers to make low unrealistic offers on Seller's property.
6. **Manipulation of Data** – Publishers' Terms of Use authorize them to manipulate and omit data from Seller Listing Content to produce a result that may mislead and confuse prospective buyers.
7. **Co-mingling of Data** – Seller Listing Content may be co-mingled with For Sale by Owner homes, foreclosed homes, and pre-foreclosure homes and homes that have been sold, expired or are otherwise off the market and not for sale.
8. **Lack of Security** – Publishers may not possess reasonable mechanisms aimed at preventing screen scraping for unauthorized use of Seller Listing Content by unknown entities.

- 9. **Sale of Misleading Designations** – Publishers may sell decorative titles such as “Premier Agent” and “Pro Agent” to anyone without regard to their qualifications. These agents’ names and contact information will be prominently displayed next to Seller Listing Content.
- 10. **Others will own your home’s information forever** – Publishers will own your home’s listing data in perpetuity and they will have the right use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, and translate in connection with their current and future services or in any other media, and they will be allowed to sublicense these rights to anyone at any time.

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Brokerage Name

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Broker Associate Signature                  Date

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Broker Associated Printed Name    Date

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Seller    Date

\_\_\_\_\_  
Seller    Date

