Chapter 6

Listing Agreement and Required Documents

Working With Sellers | Bob Latigona | Century 21 Alliance

Class companion | October 13, 2026

Make the paperwork part of the service

A seller can be comfortable with your pricing recommendation and still feel uncertain about signing a listing agreement. The paperwork conversation is where you turn an explanation of your services into clear commitments. Give that conversation time. A rushed signature can leave a seller confused about the length of the agreement, the services included, compensation, or the responsibilities that continue after the appointment.

Your goal is a seller who can describe the agreement in their own words and a file that accurately records the decisions made. Bring the current broker-approved forms, explain their purpose, and connect each important term to the seller's plans. Ask questions before moving to signatures. If a provision needs legal interpretation or a change outside your authority, involve your broker or the seller's attorney.

This chapter provides a repeatable process for preparing, explaining, and checking listing documents. Use it alongside the Week 6 recording and your office's current forms. It is an educational companion, not a replacement for the agreement, a complete legal checklist, or a transcript of the class.

Learning objectives

- Explain the listing agreement's term, services, compensation, and seller responsibilities.
- Organize required forms, seller disclosures, and property-specific documents.
- Discuss negotiable brokerage compensation clearly and document the choices made.
- Recognize missing information, incomplete signatures, and inconsistent instructions.
- Help sellers understand forms and identify questions that need professional guidance.

Start with the seller's questions

Before opening the packet, ask: "What would you like to understand before we review the agreement?" A seller may be worried about an early cancellation, a buyer they already know, a prior repair, or paying for a service they do not expect to use. Write down those concerns. Locate the relevant provisions and resolve the questions before obtaining signatures.

6.1 Read the agreement as a working plan

Begin by identifying the parties and the property. Confirm the owners and their authority to sign; names on a contact sheet alone do not establish signing authority. An estate, trust, business entity, divorce, or power of attorney may require additional review. Bring uncertainty to your broker and the appropriate title or legal professional rather than making assumptions.

Next, walk through the agreement in an order the seller can follow. Start with the relationship and services, move to the dates and marketing plan, then explain compensation and any provisions that affect ending the relationship. Use the actual form while you speak so the seller can see where each explanation comes from.

Terms to review together

• **Parties and property:** Correct names, address, property identification, and authorized signers.

• **Relationship and scope:** Who the brokerage represents, whether the arrangement is exclusive, and what services are included.

• **Duration:** Beginning and ending dates, extensions, and any protection period described in the agreement.

• **Price and launch:** Agreed asking price, marketing permissions, MLS exposure, and planned launch timing.

• **Compensation:** Amount or method of calculation, when payment is earned and due under the actual form, and any other agreed fees.

• **Seller responsibilities:** Access, accurate information, cooperation, and other obligations stated in the agreement.

• **Changes and termination:** How amendments or termination requests are handled and which provisions may continue afterward.

Do not assume that every listing agreement has identical provisions. For example, a protection clause may address certain buyers after expiration; its effect depends on the wording and circumstances. Avoid promising that every agreement can be canceled at any time without consequences. Read the clause, explain the office process, and refer legal questions appropriately. NAR's listing-agreement guide is a useful consumer introduction. [1]

Check understanding

Ask: "What dates are we agreeing to, what services do you expect, and which part would you like me to explain again?" If the seller's answer differs from the document, stop and clarify. A useful explanation ends with shared understanding, not simply a completed signature field.

6.2 Build the seller document packet

Organize the packet by purpose. The listing agreement establishes the brokerage relationship. Agency materials explain that relationship. Seller disclosures communicate property information. Marketing and access instructions support the launch. Your office checklist tracks what must be completed and when. Keeping these purposes separate helps you explain why several documents are needed without treating them as interchangeable.

New Jersey essentials

For residential seller agency, New Jersey law calls for a seller-completed, signed property condition disclosure. It also calls for the Consumer Information Statement and a signed receipt acknowledgment as part of the brokerage services agreement, with agency status disclosed in writing. Use the current approved documents and follow your broker's timing and delivery procedures. [2]

Disclosed dual agency requires informed written consent; a general receipt acknowledgment is not a substitute. Do not assume consent, and refer questions about a proposed agency arrangement to your broker. [2]

New Jersey's flood disclosure requirements cover specified flood-risk information and apply before the buyer becomes obligated under a purchase contract. Use the current disclosure and official information rather than guessing whether a home has flood risk. [3]

Documents that depend on the property

For most housing built before 1978, federal lead disclosure rules require specified information and records, an approved pamphlet, contract language, and a buyer inspection opportunity, subject to the rule's exceptions and permitted arrangements. Check applicability and timing with your broker. [4]

Other documents may involve condominium or association information, solar ownership or leases, wells, septic systems, permits, warranties, or municipal requirements. Treat these as issues to investigate for the particular property, not a universal list of forms required in every transaction.

Help the seller complete disclosures accurately

The seller should provide their own answers based on their knowledge. Explain the questions and help them locate records; do not choose answers for them or suggest that an uncertain answer should automatically be "no." If the seller recalls water intrusion but does not know the cause, identify that uncertainty and seek broker guidance on accurate completion. A completed disclosure does not replace an agent's separate duties concerning known or reasonably ascertainable material information. [2]

6.3 Explain compensation with clarity

Brokerage compensation is negotiable and is not set by law. Discuss your brokerage's proposed services and compensation together so the seller can evaluate what is being offered. Avoid describing a commission as a required industry rate or implying that every brokerage charges the same amount. NAR's consumer guidance expressly recognizes negotiation. [1]

Use the actual agreement to show the amount or calculation method, the circumstances in which payment is earned, and when it becomes due. Identify any additional agreed charges. If the seller wants a different arrangement, follow your brokerage's approval process and document the final terms. Do not promise a fee adjustment that you lack authority to approve.

Distinguish compensation for the listing brokerage from any separate proposal to pay a brokerage working with a buyer. Where applicable, explain the choices and obtain the required written seller approval before a payment or agreement to pay. NAR guidance addresses disclosure and approval of such payments. Offers of compensation cannot be placed in an MLS covered by NAR's prohibition. Follow your MLS rules for permitted communication. [5, 6]

A practice conversation

"Let's review the services our brokerage is proposing and the compensation for those services. Compensation is negotiable and is not set by law. This section explains the amount and when payment is earned and due. We will also discuss any separate proposal involving a buyer's brokerage and document the choices you approve. What questions would you like to discuss before deciding?"

Adapt that language to your approved forms and the services you actually offer. Keep the discussion factual. Do not promise that a particular payment will guarantee buyer traffic, a sale, or a higher price.

Connect the terms to a seller's decision

A seller may ask, "What happens if I bring you a buyer?" Locate the relevant provisions before answering. An exclusive arrangement may still create an obligation even when the seller finds the buyer. The answer must come from the signed form and the facts, not a general slogan about how commissions work.

Finish by asking the seller to summarize the compensation arrangement. Correct any misunderstanding before the agreement is signed. Keep a record of the final approved terms and provide the seller with copies.

6.4 Prevent avoidable file errors

A file can appear complete while containing a serious inconsistency. The agreement may show one launch date while the marketing instructions show another. A disclosure may be signed by only one of the required parties. A verbal promise may never reach the document. Review the packet as a connected set of decisions rather than checking only whether each form exists.

Common mistakes and better habits

• **Using an old form:** Obtain current versions through your approved office source before the appointment.

• **Leaving a decision unresolved:** Flag unanswered items and assign a next step; do not silently fill in a choice for the seller.

• **Missing signatures or dates:** Review every required field and signer, including attachments and acknowledgments.

• **Conflicting terms:** Compare the price, dates, access instructions, and compensation across the relevant documents.

• **Promising something the form does not say:** Explain the actual provision and obtain broker-approved written changes when needed.

• **Overlooking delivery:** Give the seller copies and track required delivery to other parties under the applicable process.

• **Ignoring a new fact:** Escalate changed property information promptly and follow the required correction or update procedure.

Case study for discussion

Morgan wants to list a home immediately. Morgan mentions that a basement repair was completed several years ago but cannot find the paperwork. A co-owner is away and has not reviewed the agreement. Morgan also says, "If my neighbor buys it, I assume I won't owe a commission."

Before proceeding, identify three separate issues: the property history, signing authority and required signatures, and the compensation provision. Ask Morgan to describe the repair and search for available records. Obtain guidance on how the disclosure should reflect what is known and uncertain. Confirm the co-owner's role and arrange the necessary review and signatures. Then read the agreement's treatment of a seller-found buyer instead of agreeing to Morgan's assumption.

Discussion questions: What facts are still missing? Which documents need attention? What can you explain yourself, and what needs broker or legal review? What must be resolved before the planned launch?

Suggested approach: Separate the issues, record the open questions, and assign responsibility for each next step. Coordinate timing with your broker. A target launch date should not cause you to skip required steps or give an unsupported answer.

6.5 Use a repeatable appointment checklist

Use this educational checklist alongside your current office requirements. A checked item means you have reviewed it; it does not establish that every legal or property-specific requirement has been satisfied.

Before the appointment

[ ] Obtain current broker-approved forms and the listing-file checklist.

[ ] Confirm property information, owners, and any authority questions.

[ ] Prepare the service explanation, proposed terms, and compensation discussion.

[ ] Identify property-specific issues and records to request.

During the appointment

[ ] Explain the brokerage relationship and agency documents.

[ ] Review the term, services, price, marketing, and seller obligations.

[ ] Explain negotiable compensation and document approved decisions.

[ ] Have the seller complete disclosures accurately; clarify uncertainty.

[ ] Review required signatures, dates, initials, and attachments.

[ ] Ask the seller to summarize key terms and invite questions.

After the appointment

[ ] Provide copies and save the executed documents in the approved system.

[ ] Compare related documents for conflicting terms or instructions.

[ ] Submit the file for required broker or office review.

[ ] Track missing items and delivery deadlines before launch or later milestones.

Practice with your current forms

Choose a blank, current listing packet. Find the clauses governing duration, compensation, termination, and seller responsibilities. Write a plain-language explanation of each. Do not use a real client's private information in a shared training exercise.

One clause I can explain clearly: _____

_____

One question I need to bring to my broker: _____

_____

My next action and completion date: _____

6.6 Use music to start a useful conversation

The songs below offer discussion prompts for this chapter. Open each song's page to choose from its available listening platforms. Listen first, then connect the conversation to the actual agreement or disclosure you are reviewing. These prompts support training and do not replace the forms or current requirements.

Read Before You List

Use at the beginning of the paperwork discussion. Ask: "What should a seller understand before signing a listing agreement?" Have agents identify the agreement's duration, services, compensation, and seller responsibilities in their current form.

Listen: Open song and listening options

The Paper and the Promise

Use when discussing written commitments. Ask: "Which commitments belong in the agreement, and how do we handle a requested change?" Compare an example verbal assurance with the applicable provision in the actual form.

Listen: Open song and listening options

Say What You Know

Use when reviewing seller disclosures. Ask: "How can a seller describe known facts without guessing?" Practice a response to incomplete repair records or uncertainty about a past issue.

Listen: Open song and listening options

Original songs written and produced by Bob Latigona.

References and further reading

Guidance checked October 13, 2026. Use current approved forms and confirm applicable requirements with your broker.

[1] NAR Consumer Guide Listing Agreements: Open reference

[2] New Jersey P L 2024 chapter 32: Open reference

[3] NJDEP Flood Disclosure Law: Open reference

[4] EPA Real Estate Disclosures about Potential Lead Hazards: Open reference

[5] NAR Broker to Broker Agreements 101: Open reference

[6] NAR Home Sellers Settlement Guide: Open reference