

# Permission-to-Show Agreement

Page 1 of 2

KELLER WILLIAMS® REALTY OF NW ARKANSAS  
2418 E. Joyce Blvd.  
Fayetteville, AR 72703  
Ph: (479) 442-4228 Fax: (479) 442-2022



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Arkansas  
REALTORS®  
Association

Form Serial Number: 000000-000000-000000

## NOTE: THIS FORM SHOULD BE USED BY AGENTS WHEN THE SELLER OF THE PROPERTY IS NOT REPRESENTED BY AN AGENT

**1. RIGHT TO SHOW:** \_\_\_\_\_  
(hereafter called "Selling Firm"), and \_\_\_\_\_  
\_\_\_\_\_ (hereafter called "Seller"), being the sole owner(s) of the real property described in Paragraph 2 (the "Property") agree that Selling Firm shall have the right to present the Property to the prospective Buyer(s) as defined in Paragraph 3 (collectively, the "Buyer"), beginning (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ (a.m.)(p.m.) and expiring on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ (a.m.)(p.m.), unless extended by mutual written agreement of Seller and Selling Firm. Seller does hereby certify and represent that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leasehold or other interests.

**2. LEGAL DESCRIPTION AND ADDRESS OF THE PROPERTY:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. BUYER:** Buyer as referenced in this Permission-to-Show Agreement is identified as \_\_\_\_\_. Seller understands and agrees that Selling Firm represents Buyer, and that any information Selling Firm receives from Seller can be conveyed to Buyer, including disclosing to Buyer that the Property is offered for sale for \$ \_\_\_\_\_.

**4. NON-AGENCY AGREEMENT:** Seller agrees this is not an agency agreement of any kind. Selling Firm is only being given permission to assist in the sale of the Property to Buyer listed in Paragraph 3. This agreement does not prohibit Seller from selling the Property, entering into a Listing Agreement with Selling Firm or other real estate firms in the future, and, upon Seller providing written notice of such event to Selling Firm, this Agreement shall terminate.

**5. CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer submitting an offer that is accepted by Seller, and such conveyance shall be made, as directed by Buyer, in fee simple absolute by general warranty deed. **Unless expressly reserved herein, Selling Firm may represent to the prospective Buyer named in Paragraph 3 that the Property is to be sold inclusive of all mineral rights owned by Seller concerning and located on the Property, if any.** Seller warrants and represents to Selling Firm and authorizes Selling Firm to inform the prospective Buyer that only the signatures set forth below are required to transfer legal title to the Property.

**6. ABSTRACT OR TITLE INSURANCE:** Seller has legal ability to furnish Buyer evidence of good merchantable title by: (i) current and complete abstract of title; or (ii) title insurance in the amount of any agreed-upon purchase price.

**7. SELLING FIRM'S FEE:** If Seller disposes of the Property in any manner to Buyer, Seller agrees to pay Selling Firm on behalf of Buyer a professional fee of:  
(i) \_\_\_\_\_ percent (\_\_\_\_%) of the gross amount of any accepted Real Estate Contract or value of any property exchanged for the Property; or  
(ii) \$\_\_\_\_\_ for professional services rendered.

Seller further understands the fee being paid does not imply any representation of Seller by Selling Firm.

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Page 2 of 2

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**8. AGENCY DISCLOSURE:** Seller acknowledges that Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that on first contact Selling Firm verbally disclosed that Selling Firm represents Buyer.

**9. FAIR HOUSING:** Seller agrees Selling Firm will present the Property to the prospective Buyer specifically named in Paragraph 3 of this Permission-to-Show Agreement without regard to race, color, religion, sex, national origin, handicap, or familial status. Additionally, Seller agrees that Selling Firm and Seller must comply with all state and federal laws while performing this Permission-to-Show Agreement.

**10. EARNEST MONEY:** Seller authorizes and instructs Selling Firm to accept and deposit in Selling Firm's trust account all Earnest Money received. Should a deposit of Earnest Money be forfeited, the money shall be divided as follows: Payment shall first be made of all direct expenses incurred in connection with the contemplated transaction, and the balance shall be divided one-half to Selling Firm and one-half to Seller, but in no event shall Selling Firm receive an amount in excess of the fee that would have been received if the sale had been consummated. If a dispute between Seller and any other person or entity arises concerning the Earnest Money, Seller authorizes Selling Firm to interplead the disputed Earnest Money in a court of law or to an arbitrator and to have Selling Firm's costs and attorney's fees paid from the funds entered for interpleading.

**11. PERMISSION TO PHOTOGRAPH AND VIDEOTAPE:** Seller hereby consents to the photographing, videotaping or other image reproduction of the interior and exterior of all Property described herein by the prospective Buyer specifically named in Paragraph 3 of this Permission-to-Show Agreement.

**12. TIME:** Seller and Selling Firm agree all times and dates set forth in this Permission-to-Show Agreement refer to Arkansas Central time and date.

**13. COUNTERPARTS:** This Permission-to-Show Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2008.

**FORM SERIAL NUMBER: 000000-000000-000000**

The above Permission-to-Show Agreement is executed on  
(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ (a.m.)(p.m.).

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Selling Agent

Printed Name: \_\_\_\_\_  
Seller

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Principal or Supervising Broker

Printed Name: \_\_\_\_\_  
Seller

\_\_\_\_\_  
Selling Firm

\_\_\_\_\_  
Seller's Address

\_\_\_\_\_  
Seller's Phone

\_\_\_\_\_  
City, State Zip