

# McMillin Real Estate & Appraisal, Inc.

15 Riverwood Place  
Vicksburg, Ms. 39180  
601-636-8193

## AGREEMENT TO SHOW UNLISTED PROPERTY

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

- 1 **1. Permission to Show Property.** In consideration of the services and efforts of \_\_\_\_\_, a licensed  
2 real estate broker/agent (hereinafter "Broker"), the undersigned owner (hereinafter "Owner") hereby grants to Broker the right and  
3 privilege to show and offer for sale to one or more prospective buyers (hereinafter "Prospect"), from \_\_\_\_\_  
4 to \_\_\_\_\_ (hereinafter the "Authorization Period"), the following described property: All that tract of land  
5 being known as \_\_\_\_\_  
6 Address \_\_\_\_\_ City \_\_\_\_\_ MS, together with all  
7 fixtures, landscaping, improvements, and appurtenances (hereinafter "Property"). Property is further described as tax parcel  
8 # \_\_\_\_\_ in the records of the county courthouse within which the Property is located.
- 9 **2. Selling Price.** Broker may quote a sales price of \$ \_\_\_\_\_ for the Property, which amount includes  
10 the real estate compensation, terms of which are more fully set forth below.
- 11 **3. Compensation.** Owner agrees to pay to Broker, at the Closing of the sale, a real estate fee (hereinafter "Fee") of \$ \_\_\_\_\_  
12 or \_\_\_\_\_ % of the selling price should Prospect enter into, during the Authorization Period, an enforceable Purchase and  
13 Sale Agreement or other binding contractual agreement (hereinafter "Contract") to purchase the Property. Owner acknowledges that in  
14 such event, Broker shall have been the procuring cause of such sale. In the event that the Property is sold directly by Owner to Prospect  
15 within \_\_\_\_\_ days following the expiration of the Authorization Period, then Owner agrees to pay  
16 the Fee to Broker at the Closing of the sale.
- 17 **4.** This Agreement shall **not** be construed to create an agency relationship between Owner and Broker. This Agreement is not a seller's  
18 agency agreement but, is, rather, limited to Owner's permission given to Broker to show the above property to Prospect in exchange for  
19 compensation to Broker. The parties understand and agree that Owner is a **customer** and that, as such, Broker will treat Owner honestly  
20 and may perform ministerial acts for Owner. It is understood that this Agreement in no way prohibits Owner from selling the Property  
21 directly to a buyer other than Prospect. Owner shall retain the right to enter into an exclusive Listing Agreement concerning the  
22 Property with any other real estate broker.
- 23 **5.** Owner represents that Owner (1) presently holds fee simple title to the Property, (2) has full authority to enter into this Agreement, and  
24 (3) will in good faith cooperate with Broker in the showing of the Property to Prospect.
- 25 **6.** Broker hereby identifies known Prospect(s) as  
26 \_\_\_\_\_  
27 \_\_\_\_\_
- 28 Broker will identify other prospect(s), if any, to whom Broker has shown property no later than the date of the expiration of the  
29 Authorization Period by addendum to this Agreement, the same to be incorporated herein by reference upon delivery of same to Owner  
30 by Broker by one (1) of the following methods, at Broker's discretion: hand-delivery, placement of same in the U.S. mail properly  
31 addressed to Owner and bearing first class postage; posting of same with any overnight carrier properly addressed to Owner with  
32 delivery costs prepaid; delivery of same by facsimile to the valid facsimile number of Owner and verification of successful  
33 transmissions by Broker; or by transmission by email to the valid email address of Owner and verification of successful transmission by  
34 Broker.



35 By signature below, Owner acknowledges receipt of a **copy** of this Agreement.  
36 Signed this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., and a copy hereof received.

37	<u>George McMillin - MS B15407</u>	_____
38	<b>Broker</b>	<b>Owner's Signature</b>
39	By: _____	_____
40	Brokers Affiliated Salesperson	Owner's Name Print/Type
41	<u>601-636-8193</u>	_____
42	Broker's/Agent's Phone Number	<b>Owner's Signature</b>
43	<u>601-636-3783</u>	_____
44	Broker's/Agent's Facimile Number	Owner's Name Print/Type
45	<u>george@vicksburg.com</u>	_____
46	Broker's/Agent's Email Address	Owner's Phone Number
47	_____	_____
48	_____	Owner's Facimile Number
49	_____	_____
50	_____	Owner's Email Address
51	_____	_____
52	_____	_____
53	Owner's Street Address (including City/State/Zip)	_____

*NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional service.*

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