TERMINATION OF LISTING

TERMINATION OF LISTING BETWEEN THE UNDERSIGNED PARTIES
CONCERNING THE PROPERTY LOCATED AT

A. Definitions: “Owner” means the seller or landlord of the above-referenced Property. “Listing” means the above-referenced listing agreement.

B. Representation: Owner represents that there are currently no negotiations pending or contemplated with anyone for the sale, lease, or exchange of the Property.

C. Termination Date: The parties terminate the Listing at 11:59 p.m. on ________________.

D. Termination Fees:

(1) Upon execution of this termination agreement, Owner will pay Broker a fee of $______________ for services rendered through the termination date.

(2) If Owner agrees to sell or lease the Property on or before ________________, by oral or written agreement or option, Owner will pay Broker at the time the Property is sold or leased a fee equal to (check all that apply):
   - (a) ____% of the sales price if Owner sells the Property.
   - (b) ____% of the gross rent over the term of the lease if Owner leases the Property.
   - (c) ________

(3) The fees specified in Paragraph D(2) are payable only if Owner agrees to sell or lease the Property to:
   (Check one box only.)
   - (a) anyone.
   - (b) ________

E. Release: Except for the promises and representation in this document, Owner and Broker release each other from all obligations under or related to the Listing (including but not limited to the protection period clause which will no longer apply).

Broker’s (Company’s) Printed Name | License No. | Seller or Landlord | Date
---|---|---|---
By: Broker’s Associate’s Signature | Date | Seller or Landlord | Date

(TXR-1410) 4-14-06