

Cancellation of Listing Agreement

RE: LISTING AGREEMENT FOR:

PROPERTY ADDRESS:

BETWEEN

SELLER:

AND:

LISTING BROKERAGE:

MLS® NUMBER(S): L/BR ID. #.....

INTERBOARD MLS® NUMBER: BOARD:.....

LISTING EXPIRY DATE:

The Seller and the Listing Brokerage, by mutual consent, hereby release each other from the above described Listing Agreement on the following terms:

The Seller releases the Listing Brokerage from any and all liabilities, covenants, obligations and claims arising out of the Listing Agreement.

The Listing Brokerage releases the Seller from any claims of remuneration or compensation with respect to this Listing Agreement, **save and except** that:

If an offer to purchase or lease, obtained from anyone who was introduced to the property from any source whatsoever while the Listing Agreement was in effect or was shown the property while the Listing Agreement was in effect, is agreed to or accepted by the Seller or anyone on behalf of the Seller within the Listing Period or the Holdover Period provided for in the above described Listing Agreement, the Seller agrees to immediately notify the Listing Brokerage of the sale/lease and to pay the Listing Brokerage the commission agreed to in the Listing Agreement.

If, however, the offer for the purchase or lease of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Listing Brokerage agrees to immediately notify the Real Estate Board(s) of the cancellation in accordance with the MLS® Rules and Regulations, provided that this is an MLS® listing.

This Cancellation of Listing Agreement shall not take effect unless signed by all parties set out below.

For the purposes of this Cancellation of Listing Agreement, "Seller" includes vendor, landlord and lessor. and Real Estate Board(s) includes Real Estate Association(s).

This Agreement shall be binding upon the heirs, executors, administrators and assigns of all of the parties executing the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness)

.....
(Seller)



DATE.....

.....
(Witness)

.....
(Seller)



DATE.....

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Name of Listing Brokerage)

.....
(Witness)

.....
(Signature of Listing Brokerage's Broker of Record/Manager)



DATE.....