

Client: _____ (“Client”)

Real Estate Firm: _____ (“Firm”)

Client and Firm are referred to herein collectively as “the Parties”. **This Agreement and Release shall be effective on the date that it has been signed by both Parties (“Effective Date”).**

1. **Agency Agreement.** The Parties entered into an agency agreement (hereinafter referred to as the “Agreement”) of the following type (**check one box only**):

Exclusive Right to Sell Listing Agreement (NCAR Form 101)

(insert description of listed property)

Exclusive right to Sell Listing Agreement (Vacant Lot/Land) (NCAR Form 103)

(insert description of listed property)

Exclusive Buyer Agency Agreement (NCAR Form 201)

Non-Exclusive Buyer Agency Agreement (NCAR Form 203)

Exclusive right to Sell Listing Agreement (Auction Sales) (NCAR Form 601)

(insert description of listed property)

(insert name of other type of agency agreement)

The Agreement was dated _____ and was to expire _____.

2. **Termination of Agreement.** **Except as specifically provided otherwise in paragraph 4, the** ~~The~~ Parties agree that all rights and obligations arising on account of the Agreement are hereby terminated, and hereby release each other from their respective obligations under the Agreement.

3. **Release from Liability.** **Except as specifically provided otherwise in paragraph 4, the** ~~The~~ Parties further release and forever discharge each other and their respective successors in interest from any and all claims, demands, rights and causes of action of whatsoever kind and nature arising from the Agreement and the agency relationship existing between them.

4. **Protection Period Preserved. Notwithstanding paragraphs 2 and 3 above, the Parties agree that their respective rights and obligations under any defined “Protection Period” in the Agreement shall remain in full force and effect for the specified period of time immediately following the Effective Date of this Agreement and Release.**

4.5. **Expense Reimbursement.** Client agrees to reimburse Agent **Firm** for expenses incurred in connection with the Agreement in the amount of \$_____, receipt of which is hereby acknowledged.

~~5. **Effective Date.** This Agreement and Release shall be effective on the date that it has been signed by both the Parties.~~

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Client: _____ Date: _____

Client: _____ Date: _____

Entity Client: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By _____ Date: _____

Name: _____ Title: _____

Firm Name: _____

By: _____ Date: _____
(Authorized Representative)

