



Residential Real Estate LISTING AGREEMENT
Exclusive Right to Sell

OWNER/seller _____ PHONE _____

PROPERTY

ADDRESS _____, CITY _____, TOWN _____

COUNTY _____, STATE: _____ ZIP CODE _____

LISTING AGENT: _____ PHONE: NO. _____

1. Listing Price: \$ _____ OWNER is solely responsible for determining the listing price and shall be sold, subject to negotiation, at such price and upon such terms to which Owner(s) may agree. The word Owner refers to each and ALL parties who have ownership interest in the property and the undersigned represent(s) they are the sole and exclusive owners and are fully authorized to enter into this agreement.

2. Contract Term: This contract will be effective from _____ until _____. Listing will automatically terminate on the expiration date. Exception: if property is Under Contract during this period the contract will extend itself until the settlement/closing date arrives. OWNER may cancel this contract (unless OWNER has a pending offer on the table or is under contract to a buyer) at any time without any additional obligations. A status change form must be faxed or emailed with instructions to cancel the listing.

3. Brokers Obligations: BROKER'S obligations under this Agreement is in connection with the marketing of the Listed Property including MLS along with affiliated internet sites, advertising, sales progression and maintaining all services until home is sold, or until listing has expired or has been cancelled. BROKER does this in an attempt to connect Sellers and Buyers in the hopes to procure a sale. BROKER shall also provide New York, New Jersey or Pennsylvania State required forms.

4. Broker Fee: Owner agrees to pay BROKER \$ _____, once the property is sold, at time of house closing.

5. Fair Housing: It is agreed that the Listed Property shall be listed in full compliance with local, state, and federal fair housing laws that prohibit discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status, and/or familial status, or other prohibited factors. Federal and State laws make it illegal for OWNER, BROKER or anyone to use the above mentioned classifications as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of the property.

6. OWNERS Authorizations: a. In order to facilitate the sale of the Listed Property, the OWNER hereby (i) grants to BROKER a non-exclusive, irrevocable royalty-free license to use, sublicense, publish, display, and reproduce any photographs, images, graphics, video recordings, virtual tours, drawings, diagrams, written descriptions, remarks, narratives, pricing information, and other copyrightable elements of or relating to the Listed Property provided by OWNER to BROKER (hereinafter referred to as OWNER Listing Content), and to prepare derivative works of the OWNER Listing Content, and to reproduce, submit to the MLS, distribute, and publicly display the OWNER Listing Content or any derivative works thereof, and (ii) grants the BROKER the exclusive right to place "FOR SALE" signs or the like on the Listed Property, to the exclusion of OWNER. OWNER represents and warrants to BROKER that the OWNER Listing Content, and the license granted to BROKER for the OWNER Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity.

b. The OWNER may or may not authorize the use of a lockbox, and accepts any and all responsibility for any damage, loss, or injury arising from the use of the lockbox. The OWNER understands that by providing the OWNER with a lockbox, the BROKER shall not be considered the custodian of or responsible for said Listed Property, lockbox, authorized or unauthorized use of said lockbox, or items placed therein.

c. The OWNER authorizes and directs the Cooperating Broker to submit all offers for the Listed Property to the OWNER.

d. The OWNER shall provide a "Property Condition Disclosure Statement" to potential purchasers and to Cooperating Broker, unless instructed differently by owner's attorney. OWNER is entirely responsible and liable for the accuracy and completeness of the disclosures made therein, and may be liable to provide a credit of \$500.00 to the buyer if a "Property Condition Disclosure Statement" is not provided at the time of offer.

e. The OWNER represents and warrants that he/she has received a copy of the "Disclosure Regarding Real Estate Agency Relationships."

f. OWNER represents and warrants to BROKER that OWNER is not under contract with or otherwise utilizing the services of any other licensed real estate broker or agent in connection with the Listed Property.

g. OWNER agrees to submit a fully executed "Sales Contract" and "Status Change" form to BROKER within 24 hours after both parties have signed the agreement, and again on the day of closing. Failure to do this may result in a monetary fine issued by the MLS. These fines are

passed on to the OWNER. In addition, the "HUD/Settlement Statement" (which is given to the OWNER by the attorney upon closing) must be faxed to BROKER to close out your file.

h. If OWNER agrees to sell the Listed Property to a buyer who is not represented by a real Cooperating Broker, OWNER shall require such buyer to sign a statement before transfer of title stating: "For good and valuable consideration, the sufficiency of which is hereby acknowledged, I (We) represent and warrant to OWNER and the Listing Broker that I (We) have not been represented by a Cooperating Broker in connection with the Listed Property, have not been introduced to the Listed Property by a Cooperating Broker, have not been shown the Listed Property by a Cooperating Broker, and have not had communication with a Cooperating Broker pertaining to the Listed Property.

7. Multiple Listing Service: The OWNER understands and agrees that the Real Estate BOARD and MLS are not the OWNER'S agents and that none of the terms of this Agreement shall make them the OWNER'S agents.

8. Escrow: OWNER acknowledges and agrees that BROKER will not act as an escrowee, and OWNER will not direct anyone verbally or in writing to have BROKER hold escrows or earnest money, or otherwise act as an escrowee. OWNER is advised to consult with his/her attorney prior to closing about any potential escrow monies.

9. Subsequent Offers: OWNER SHOULD CONSULT AN ATTORNEY REGARDING ANY SUBSEQUENT OFFERS, BECAUSE A BINDING CONTRACT FOR THE PROPERTY MAY ALREADY EXIST.

10. LIMITATION OF LIABILITY: In no event will BROKER, its shareholders, directors, officers, employees, or agents be liable for any damages, losses, or liability, whether based on warranty, contracts, statutes, regulations, tort, or any other legal theory. The BROKER's liability hereunder is limited to the Service Fee paid by OWNER to BROKER. If a commission was paid directly to a Cooperating Broker, OWNER agrees to make all claims for reimbursement (should such a cause arise) of said commission against the Cooperating Broker.

11. Indemnification: OWNER shall defend, indemnify and hold BROKER, its shareholders, directors, officers, employees, agents and representatives harmless from, any and all losses, claims, damages, liabilities and costs, including without limitation commission claims, court costs, reasonable attorney's fees and MLS penalties and fines, which arise from, are related to, or are in connection with (i) OWNER'S breach of this Agreement or violation of any federal, state or local law; (ii) OWNER'S provision of false, misleading, inaccurate or incomplete information, representations or warranties to BROKER, prospective buyer or buyers; or (iii) claims of third parties relating to the Listed Property, the sale thereof, and/or any compensation to be paid in connection with such sale (including, without limitation, a claim by the Cooperating Broker against BROKER for a commission).

12. TYPES OF LISTINGS: The undersigned Owner(s) does (do) hereby acknowledge acceptance of the following two definitions:

a. EXPLANATION OF EXCLUSIVE RIGHT TO SELL: An "exclusive right to sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

b. EXPLANATION OF EXCLUSIVE AGENCY: An "exclusive agency" listing means that if you, the owner of the property, finds a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

OWNER'S Initials: _____ Date: _____

Interpretive Statement: We are required to provide you with the above definitions by law. However, the state's definition of Exclusive Agency and Exclusive Right to Sell do not qualify as our type of listing. The definitions above only consider sales commissions and pre-date the practice of charging up-front compensation for listing real estate. The Department of State should update them to reflect modern practice but has not done so. Broker essentially offers a combination of the two listing types described above but will post your listing in the MLS as an Exclusive Right to Sell when forced to select one of the two.

As a dual agent, the firm and its agents cannot furnish undivided loyalty to either party.

As a dual agent, the firm and its licensee agents have a duty not to disclose confidential information given by one principal to the other principal, such as the price one is willing to pay or accept. Such information may already be known to the firm and its agents. If the information is of such a nature that the agent cannot fairly give advice without disclosing it, the agent cannot properly continue to act as an agent.

13. TERMINATION: Broker and Owner(s) may choose to terminate sales agreement early with a 30 day written notice and agreement. Owner(s) understands that if Owner(s) terminates the Agent's authority prior to the expiration of its term, Agent shall retain its contract rights (including but not limited to retaining upfront payment, recovery of final payment, and/or any other damages) incurred by reason of an early termination of this agreement.

14. Who may negotiate for the Owner(s): Owner(s) agree(s) to direct all inquiries to the Agent. Owner(s) elect(s) to have all offers submitted through Agent.

15. Additional Points: Additional Points of Agreement, if any:

Owner(s) and Agent agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties.

OWNERS SIGNATURE _____

DATE _____

OWNERS SIGNATURE _____

DATE _____

LISTING AGENT _____ DATE _____

BROKER _____ DATE _____