Exclusive Right-to-Sell Listing Agreement

1. Parties

This Exclusive Right-to-Sell Listing Agreement ("Agreement") made on _____ between;

Seller:
_____ _____ with a mailing address of

_____ _____ _____ _____ _____ ,

Broker:
_____ _____

_____ with a mailing address of

_____ _____ _____ _____ _____ (“Agency”)

2. Real Property

The Real Property (“Property”) that is the subject of this Agreement is located at;

_____ _____ _____ _____ _____

a. Legal Description

Tax Map/Lot: _____

Deed Book/Page: _____

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b. Fixtures

Unless specifically excluded by this Agreement the listed price shall also include the following, as and if now installed, stored in, or located on the Property: all presently existing plumbing, heating, electrical and central air conditioning systems; and all other permanent or attached fixtures including but not limited to, all existing shutters, awnings, wall to wall carpeting, radiator covers, cabinets, shelves, mirrors fixed in place, attic/exhaust fans, lighting and plumbing fixtures, and landscaping.

Additional Inclusions:

Additional Exclusions:

c. Personal Property

- ( ) There shall be Personal Property included as part of the sale of Property.
- ( ) There shall be no Personal Property as part of the sale of Property.

3. Rights to Sell

By appointing Broker as exclusive Broker, Seller agrees to work through Broker for the sale, option or exchange (collectively “Sale”) of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, agents, associated broker associates, sales associates, or provisional sales associates, sales persons, prospective buyers or tenants, or any other source during the time this Agreement is in effect.

In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by Broker as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.

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4. Purchase Price

Under the terms of this Agreement, the Seller grants the Agency rights to sell the Property for the following amount:

$ _____

5. Period of Agreement

This Agreement shall start on _____ ("Effective Date") and end on _____ ("Listing Period") unless the expiration date is extended by the mutual consent of the Parties in writing.

6. Listing Period Extension

The Commission shall be due if the Property is sold, conveyed, exchanged or otherwise transferred within 180 days ("Extension Period") after the expiration of the Listing Period to anyone with whom the Broker or Agency has negotiated unless the Property is listed, in good faith with another real estate agency.

7. Commission

The Seller agrees to pay a commission equal to ("The Commission");

- ○ _____ % of the Purchase Price
- ○ _____ $

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The Commission shall be due upon the occurrence of the following events;

1- The sale or exchange of the Property during the term of this Agreement, whether procured by Broker, Seller or a third person,

2- The sale or exchange of the Property within _____ days after the termination of this Agreement, if with anyone to whom Broker _____ or with whom the Broker has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate Broker,

3- If Broker procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at another price and terms as shall be acceptable to Seller,

4- The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within _____ days thereafter.

a) Leasing

During the Listing Period, if the agent finds a ready, willing and able Tenant that agrees to rent the Property, the Agent shall be due _____ % of the total rent amount stated in the rental agreement for the lease term. If the Tenant agrees to rent the Property on a month-to-month basis, the Agent shall be due the equivalent of one month's rent ("Commission").

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8. Seller Obligations

- Seller understands and agrees that it is an obligation to convey to Buyer a good, marketable, fee simple title by deed of special warranty, or assignment of Leasehold estate and/or title to manufactured home, as applicable, free and clear of encumbrances that would be shown by a survey, liens, and encumbrances of record, but subject to all existing easements and restrictions of record.
- Seller agrees to execute any agreement, deed, leasehold interest assignment or other documents necessary to fulfill this Agreement. As appropriate, such documents will contain covenants of warranty conveying good and marketable title to the Buyer.
- Seller agrees to furnish Broker with such documents necessary and reasonable to bring about the sale of the Property.
- Taxes, special assessments, water, sewer, and other public charges, ground rent, condominium fees, rental monies, fuel, public utility charges and other fixed charges are to be prorated as of date of settlement unless otherwise designated herein.

  Seller grants the Broker permission to use a house key and/or a keyed combination, or electronic lockbox for the purpose of entering and exiting the Property for showings and inspections.
- If applicable, Seller warrants to Broker and all potential Buyers that all known defects contained in the Property have been fully, accurately, and truthfully disclosed in writing to the best knowledge of the Seller on any Sellers Disclosure of Real Property Condition Report, Radon Disclosure Form, Lead Based Paint Disclosure, or any other applicable disclosure forms, and that no defects have been communicated to the Broker by Seller, either verbally or in writing, that are not contained on those forms. Broker is authorized to convey the aforementioned disclosures to prospective Buyer.

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9. Authorization

In order to properly and efficiently market the Property, the Seller grants the following permissions to the Agency;

- [ ] Advertise the Property
- [ ] To use the Property's street address when advertising the Property
- [ ] Allow third party websites to create estimated market values of the Property
- [ ] Allow the Agency to disclose the existence of other offers on the Property
- [ ] Publish any and all Property information electronically or in print
- [ ] Place a lockbox on the Property
- [ ] Authorize a "For Sale" sign on the Property

10. Cooperation with Other Agents and Agencies

Seller agrees that the Agency may engage other licensed real estate agents to assist in marketing the Property and may share its Commission as determined solely by the Agency. During the Listing Period, if a licensee represent a Buyer whose offer to purchase the Property is accepted by the Seller, then that licensee shall be entitled to a commission of _____ ("Offered Commission") of the Agency's total Commission, provided the Buyer completes the transaction.

11. Dual Agency

The Broker recognizes themselves to be the only licensee involved between the Seller and a Buyer, the Broker shall make it known to the buyer that their fiduciary relationship with the Seller is based on representing the Seller.

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12. Broker Duties and Responsibilities

Broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by Broker;

- Treat all parties with honesty and exercise reasonable care,
- Unless specifically waived in writing by any parties;
  - Receive all written offers and counteroffers
  - Reduce offers or counteroffers to a written form upon request,
  - Present timely such written offers and counteroffers.
- Timely account for all money and property received by Broker,
- Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
  - that a party or prospective party is willing to pay more or accept less than what is being offered;
  - that a party or prospective party is willing to agree to financing terms that are different from those offered;
  - the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property;
  - information specifically designated as confidential by a party unless such information is public.
- Disclose information pertaining to the Property as required by law,
- Comply with all requirements of state and federal law.

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13. Fair Housing

The Agency is committed to compliance with all laws as well as the philosophy of fair housing for all people and Fair Housing Act of 1968. The Agency shall present the Property to all prospective Buyers in compliance with local, state and federal Fair Housing laws against discrimination based on race, color, religion, sex, origin, handicap, age, marital status and/or familial status, children or other prohibited factors.

14. Earnest Money

The Seller authorizes the Broker and the Agency to handle Buyer's funds and deposit in an escrow account in accordance with the state law ("Earnest Money"). Agency is authorized to act as a third party when accepting or holding, on the Seller's behalf, deposits made on behalf of a prospective Buyer.

The Seller also acknowledges and agrees that Earnest Money held on account by the Broker or the Agent shall only be disbursed under one of the following conditions;

- Upon final settlement hereunder,
- Upon a release being signed by all parties to the transaction authorizing disposition of these funds,
- Upon the filing of an interpleader action in the proper court, thereby causing these funds to be deposited with the court,
- At such time as one of the parties to the transaction files suit and the court orders the disbursement of these funds.

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15. Addendums

Any attached addendum(s) are only applicable if checked. A blank box means Seller is waiving the opportunity to include the contingency or clause. If language in this Agreement and Addendum(s) are in conflict, unless otherwise provided herein, then the addendum(s) will supersede this Agreement.

- [ ] Seller's Disclosure of Real Property Condition Report, unless exempt by State Law
- [ ] Lead Based Paint Disclosure Form, unless exempt by Federal Law
- [ ] Radon Disclosure Form, unless exempt by State law
- [ ] Consumer Information Statement
- [ ] Septic Certification
- [ ] List of Lienholder(s)
- [ ] Other

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16. General Provisions

Entire Agreement

This Agreement constitutes the entire terms and provisions of this Exclusive Right to Sell Listing Agreement between Seller and Broker and may be used as a basis for presenting the property to prospective Buyer. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement shall survive execution and delivery of the Agreement of Sale and closing documents and shall not be merged therein. The singular forms “Seller” and “Buyer” are used in this Agreement solely as a convenience and is intended to include all parties who are Sellers and Buyers.

Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

Governing Law

This Agreement shall be governed under the laws of _____.

This Agreement is intended to be the legal and binding agreement of the Seller and the Broker. The Parties acknowledge receipt of a signed copy of this Agreement.

SELLER'S SIGNATURE

AGENT'S SIGNATURE
AS OF _____

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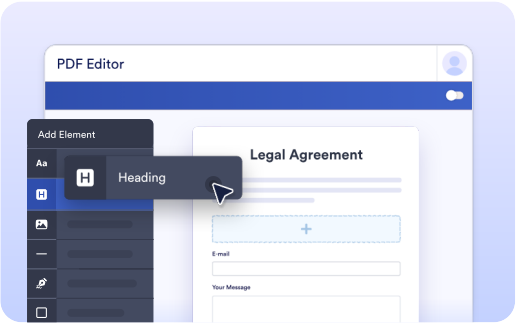
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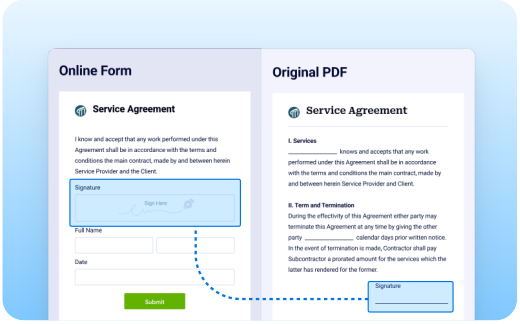
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