



**Seller(s)** also agrees if a sale of subject property is made within \_\_\_\_\_ days after the expiration date of this agreement to any purchaser to whom the property was shown by anyone during the term of this agreement the said brokerage fee as indicated above will be paid to the **Principal Broker**. However, the **Seller(s)** shall not be obligated to pay such brokerage fee if the subject property is listed in writing with another licensed real estate broker during such \_\_\_\_\_ period.

During the term of this Agreement:

1. **Seller** hereby authorizes the Principal Broker to make and use photographs and promotional material of the subject property for advertising as the Principal Broker may deem advisable, and these shall be the sole property of the Principal Broker.
2. **Seller** grants to the Principal Broker the sole and exclusive right to affix and maintain the Principal Broker's "For Sale" sign on subject property.
3. **Seller** agrees if subject property is advertised by seller(s) it will be at the herein stated listing price.
4. **Seller** agrees to accept a binder or purchase contract for cash or contingent on the purchaser's ability to obtain conventional financing providing any other contingencies in the binder or purchase agreement are acceptable to the Seller.
5. **Seller** agrees not to rent or lease the subject property during the term of this agreement.
6. **Seller** agrees to notify Principal Broker within 24 hours if subject property is sold by seller.
7. **Seller** agrees that MLS authorized lock box shall be installed Yes No

**Seller** and Principal Broker agree that the subject property is listed in full compliance with local, state and federal Fair Housing Laws including but not limited to non discrimination based on race, color, religion, sex, disability, familial status or national origin, age, marital status, military status, sexual orientation or identity, and agree to abide by said laws.

**Seller** hereby authorizes the Principal Broker to continue to submit all offers to Seller until: (initial one)

- \_\_\_\_\_ 1. **Seller** has fully executed formal contract.  
\_\_\_\_\_ 2. Closing on subject property

**Seller** hereby authorizes the **Principal Broker** to obtain a copy of the contract of sale and any revisions from **Seller's** attorney. The undersigned **Principal Broker** agrees to make diligent efforts to effect a sale of said property. **Seller** authorizes the **Principal Broker** to use his/her discretion in determining the appropriate marketing approach.

Rule 175.24 of the Rules and Regulations under Article 12A of the Real Property Laws requires the following explanation. An "**Exclusive Agency**" Listing means that if you, the owner of the property, find 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. 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.

I/We understand the above explanations and all terms of this agreement.

**SELLER** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Principal Broker** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



This form is supplied to MLS participant members as a courtesy of the Hudson Valley Catskill Region MLS. However, nothing herein shall be construed as making the Ulster County Board of REALTORS or MLS, an agent of the seller, as they act solely as a distributor of this Listing information.

**MLS office: 845-338-5299, 74 Broadway, Kingston New York 12401**

**Revised 5/16**