



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

ML# _____

This is a legally binding contract, if not fully understood seek competent advice before signing.

This agreement is between _____ herein referred to as **Seller** and
_____ Seller(s)
_____ Licensed Real Estate Broker, herein referred to as **Principal Broker**.
_____ Company & Principal Broker

Seller hereby gives to the Principal Broker the sole and exclusive right to sell the property located at _____

_____ as described in the attached addendum, which when reviewed and signed by Seller will become part of the agreement. Seller agrees that within _____ days they will review and approve the accuracy of the MLS listing as it appears on the service. A copy of the listing will be provided by the Principal Broker via fax, email or mail and the seller will advise the Principal Broker of any necessary changes. Information on said addendum is deemed reliable but not guaranteed by the Seller's representative. The listing price of subject property shall be \$ _____.

Seller authorizes Principal Broker to submit this listing information to the Hudson Valley Catskill Region MLS within 48 hours of the start date of the contract and to make an offer of cooperation to all participants in the MLS and to any other licensed broker with whom the Principal Broker deems is in the seller's interest.

The listing shall start on _____ and end _____ at midnight.

Seller agrees to pay to the Principal Broker a brokerage fee of _____ of the selling price when earned and in no event later than the time of closing as herein negotiated if a purchase offer is accepted by the Seller during the above period or extension thereof.

Seller and Principal Broker further agree that if subject property is sold, exchanged, conveyed or contracted to be sold, exchanged or conveyed to anyone during said term the Principal Broker shall be entitled to the aforementioned brokerage fee.

Seller agrees to allow Principal Broker to compensate any HVCRMLS member Brokers who may participate in the sale of subject property.

Seller hereby authorizes the Principal Broker to offer the following compensation to be a portion of the agreed upon commission or other compensation.

_____ Commission to a Buyer's agent _____ Commission to a Broker's agent _____ Commission to a sub-agent.

The Principal Broker may compensate any broker who is not a member of HVCRMLS at the Principal Broker's sole discretion.

Seller 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 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 _____ days.

OWNER understands that if OWNER terminates the Principal Broker's authority prior to the expiration of its term, that the Principal Broker shall retain its contract rights to a commission and recovery of advertising expenses and any other damages incurred by reason of OWNER'S early termination of this agreement.

_____ **Principal Broker** Initial & Date _____ **Seller** Initial & Date

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 the subject property.
3. **Seller** agrees to refer any and all inquiries concerning the subject property to the Principal Broker.
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 Seller.
5. **Seller** agrees not to rent or lease the subject property during the term of this agreement.
6. **Seller** agrees that a 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 elects that any offers to purchase the subject property and all negotiations shall be submitted by the _____ Principal Broker or authorized agent of Principal Broker.
(Listing or Selling)

Seller authorizes Principal Broker to disclose the existence of any offer(s) to other buyer's agent(s) ____yes ____no

Seller understands that any cooperating broker (subagent, buyer-agent or broker agent) or his representative has the right to participate in the presentation to the seller of any offer he secures to purchase. He does not have the right to be present at any discussion or evaluation of that offer by the seller and the principal broker. However, if the seller gives written instructions to the principal broker that the cooperating broker not be present when an offer that the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the Principal broker's right to control the establishment of appointments for such presentations.

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 the 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 Law 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.

This listing agreement shall remain in effect until the property is sold, the listing term expires or upon the written agreement to terminate the listing by both the Seller(s) and the Principal Broker (Licensed Real Estate Broker named herein).

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

SELLER _____ **Principal Broker** _____ Date ____/____/____

SELLER _____ Date signed by **Seller** ____/____/____

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 information.