EXCLUSIVE RIGHT TO SELL

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

I/WE _____(OWNER) the OWNER of property located at _____(PROPERTY) do hereby give you,_____ _____(LISTING BROKER) the exclusive right to sell the PROPERTY for $ _____ from 12:01 A.M. on ___/___/20__ until 11:59 P.M. on ___/___/20__ (LISTING PERIOD) and to list the PROPERTY on the_____ Multiple Listing Service (MLS). It is understood and agreed that the LISTING BROKER will submit this listing within _____ business days to the MLS for online circulation to all members during the LISTING PERIOD, and that the LISTING BROKER will use its best efforts to find a purchaser. OWNER, understands and agrees that the Board/Association of REALTORS and/or the MLS are not the OWNER'S agents and none of the terms of this LISTING AGREEMENT shall make them the OWNER'S agents.

1. Unless OWNER indicates otherwise below, OWNER acknowledges and agrees that all photographs, images, graphics, audio and video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY provided by OWNER to LISTING BROKER or otherwise obtained or produced by LISTING BROKER in connection with this LISTING AGREEMENT (LISTING CONTENT), and any other changes to the LISTING CONTENT, may be filed with one or more MLS, included in compilation of listings, and otherwise distributed, publicly displayed and reproduced. OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. OWNER represents and warrants to LISTING BROKER that the LISTING CONTENT and license supplied by the OWNER, does not violate or infringe upon the rights, including any copyright rights, of any person or entity and OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. OWNER acknowledges and agrees that as between OWNER and LISTING BROKER, all LISTING CONTENT developed by the LISTING BROKER is owned exclusively by LISTING BROKER, and OWNER has no right, title or interest in it. Data including photographs and sketches relating to OWNER's PROPERTY may be aggregated with that of other properties listed by participants in the MLS, computer online networks and websites and become copyrighted data pursuant to agreements with the LISTING BROKER and such other third parties. By the act of submitting any PROPERTY LISTING CONTENT to the MLS, the LISTING BROKER has been authorized to grant and also thereby does grant authority for the MLS to include the PROPERTY LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OWNER understands and agrees that said compilation is exclusively owned by the MLS which alone possesses the right to publish said compilation in any media form it deems appropriate. MLS may license, sell, lease and commercially utilize its compilation. Among other uses MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. Such aggregated content shall not contain any personal information about the OWNER other than the OWNER's name.

2. OWNER grants to the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising.

3. OWNER agrees to allow the use of a lockbox or to provide keys to the PROPERTY to COOPERATING BROKERS and permit showings of the PROPERTY at any reasonable hour. OWNER agrees that LISTING BROKER may place a sign on the PROPERTY indicating its availability for purchase. OWNER agrees to the publication of OWNER's address on all listing information.

4. OWNER agrees to refer all inquiries about the PROPERTY to the agent of the LISTING BROKER providing the name and contact information of the person(s) who approached the OWNER about the PROPERTY during the term of this LISTING AGREEMENT.

5. It is agreed that the PROPERTY is listed in full compliance with local, state, and federal fair housing, human rights, civil rights laws against discrimination in the sale of the PROPERTY. OWNER agrees not to discriminate against any protected class in the sale of the PROPERTY. Protected class includes but is not limited to race, color, religion, creed, sex (including gender identity), disability or handicap, national origin, marital/familial status and/or military status.

6. OWNER agrees that any offer to purchase/lease the PROPERTY shall be submitted through the LISTING BROKER. In the event a COOPERATING BROKER requests to be present when the purchase offer/lease is delivered to the OWNER, the OWNER __*agrees to or* __*denies* such request. Once OWNER accepts and signs a binding written agreement to purchase, LISTING BROKER has an obligation to disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation. LISTING BROKER shall continue to submit to OWNER all offers and counteroffers until closing or execution of a lease unless OWNER waives this obligation in writing. LISTING BROKER shall not be obligated to continue to market the PROPERTY after an offer has been accepted by OWNER. OWNER SHOULD CONSULT AN ATTORNEY REGARDING ANY SUBSEQUENT OFFERS BECAUSE A WRITTEN AGREEMENT FOR THE PROPERTY MAY ALREADY EXIST AND BROKERAGE COMMISSION CLAIMS MAY BE INVOLVED.

7. If OWNER terminates this LISTING AGREEMENT or the LISTING BROKER'S authority provided herein prior to the end of the LISTING PERIOD, the LISTING BROKER shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages incurred) by reason of OWNER'S termination.

8. OWNER is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. For vacant properties, arrangements should be made for third parties to inspect the PROPERTY regularly and report any problems to OWNER. LISTING BROKER is not responsible for the condition of the PROPERTY. OWNER agrees to indemnify and hold harmless the LISTING BROKER and COOPERATING BROKERS from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal property except if caused by the gross negligence of the LISTING BROKER or COOPERATING BROKER. In the event any claim or action is commenced against the LISTING BROKER or a COOPERATING BROKER as a result of the LISTING BROKER or COOPERATING BROKER obeying the lawful instructions of the OWNER, then, and in such event, the OWNER hereby agrees to defend, indemnify and hold harmless the LISTING BROKER or COOPERATING BROKER in any such claim or action. Owner shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or COOPERATING BROKER, which approval shall not be unreasonably withheld.

9. . _____/_____PLEASE INITIAL
COMMISSIONS/COMPENSATION: OWNER understands that commissions are negotiable between the OWNER and the LISTING BROKER. OWNER is not required to offer compensation through the LISTING BROKER to other COOPERATING BROKERS that procure a BUYER pursuant to paragraph 10(C) of this LISTING AGREEMENT. An OWNER may receive requests for compensation from a COOPERATING BROKER as part of the purchase offer or separately. The OWNER has the right to accept, deny or negotiate the amount of compensation being requested by the COOPERATING BROKER.

10. (A) SALE: OWNER shall pay the LISTING BROKER a commission of _____ percent (%) of the selling price or a fee of _____ dollars ($) at closing whichever is the greater sum. Said total commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or COOPERATING BROKER produces a buyer ready, willing and able to purchase the PROPERTY on such terms and conditions acceptable to the OWNER; (b) If through the LISTING BROKER's or COOPERATING BROKER's efforts a buyer and the OWNER reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is sold or rented during the term of this LISTING AGREEMENT whether or not the sale or rental is a result of the LISTING BROKER'S efforts and even if the PROPERTY is sold as a result of the efforts of the OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If the LISTING BROKER or COOPERATING BROKER is the procuring cause of a transaction. If within _____ days after the expiration of the LISTING PERIOD, OWNER accepts a purchase offer on the PROPERTY from any person to whom the PROPERTY has been shown during the LISTING PERIOD, OWNER will pay LISTING BROKER the aforementioned commission/fee as if LISTING BROKER had made the sale provided the PROPERTY goes to closing. The preceding sentence shall not apply if during said period, OWNER lists the PROPERTY with another real estate broker.

(B) RENTAL: Should the OWNER desire to rent the PROPERTY between the EFFECTIVE DATE and prior to the end of the LISTING PERIOD, LISTING BROKER is hereby granted the sole and exclusive right to rent the PROPERTY. OWNER agrees to pay the LISTING BROKER a rental commission of _____. The commission for the term of the lease is due and payable (check one) __ upon execution of the lease __ upon date of occupancy. The commission for any renewal of the lease is due and payable upon the commencement of the new term. In the event that the PROPERTY is sold during the term of the lease the OWNER shall owe the LISTING BROKER the commission/fee set forth above in section (A).

(C) COMPENSATION TO COOPERATING BROKERS (PLEASE INITIAL ONE OF THE OPTIONS BELOW)

_____/_____ PLEASE INITIAL *(if initialed please skip to #11*)
OWNER is not offering compensation to COOPERATING BROKERS

_____/_____ PLEASE INITIAL
OWNER is offering compensation to COOPERATING BROKERS (please fill in paragraph below)

OWNER authorizes LISTING BROKER to offer compensation to COOPERATING BROKERS and such compensation will be paid to the broker that is the procuring cause of the PROPERTY transfer during the LISTING PERIOD. OWNER agrees to the following offers of compensation to COOPERATING BROKERs based on the selling price: BUYER'S AGENT: ____% or _____dollars; BROKER'S AGENT: ____% or _____dollars; SUB AGENT: ____% or _____dollars; (for an explanation of the types of agency, please see the NYS Agency Disclosure Form).

11. OWNER is aware of the Home Equity Theft Prevention Act and particularly the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same, OWNER warrants and represents to LISTING BROKER that: (a) OWNER is not in default of any mortgage affecting this PROPERTY by reason of there being payments due and unpaid on any mortgage for two (2) months or more; (b) there are no actions pending against the PROPERTY to foreclose a mortgage; and (c) the PROPERTY is not shown as being active on a tax lien sale list and all real estate taxes have been paid through the next lien date.

OWNER is subject to ___a, ___b and/or ___c above and LISTING BROKER must notify OWNER'S attorney prior to the issuance of a sales contract.
In the event that the above circumstances change after the execution of this LISTING AGREEMENT, OWNER hereby covenants and agrees that OWNER will communicate with LISTING BROKER regarding any of the aforementioned matters and to keep LISTING BROKER fully apprised of same.

12. In the following paragraph "You" and "Your" means OWNER and "Broker" means LISTING BROKER: **AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT OWNER DOES NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.**

13. _____/_____ PLEASE INITIAL
PROPERTY CONDITION DISCLOSURE STATEMENT As the seller of residential real property, OWNER understands that they must complete and sign a Property Condition Disclosure Statement (PCDS) as required by Real Property Law §462(2): "Except as is provided in section 463 of this article, every seller of residential real property pursuant to a real estate purchase contract shall complete and sign a property condition disclosure statement as prescribed by subdivision two of this section and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the property condition disclosure statement containing the signatures of both seller and buyer shall be attached to the real estate purchase contract." OWNER should seek the advice of their attorney about filling out the PCDS or if the transfer qualifies for an exemption under Real Property §463.

14. OWNER is aware that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential Buyer/Tenant is viewing the property, the Seller/Landlord/Property Manager understands that the listing agent must disclose the presence of the device.

PLEASE INITIAL ONE OF THE OPTIONS BELOW

_____/_____ PLEASE INITIAL
The property does not have a device that can mechanically overhear a conversation.

_____/_____ PLEASE INITIAL
The property has a device that can mechanically overhear a conversation. Listing agent must disclose the presence of device.

15. OWNER has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. This LISTING AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "OWNER" refers to each and all parties who have an ownership interest in the PROPERTY and the undersigned OWNER represents that he/she is/are the sole and exclusive OWNER and is fully authorized to enter into this LISTING AGREEMENT. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. OWNER and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. Any change to the LISTING AGREEMENT which would make the PROPERTY unavailable for sale through the MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing or termination thereof, must be in writing signed by the LISTING BROKER OR MANAGER in order to have any binding legal force and effect.

16. In any action, proceeding or arbitration to enforce any provision of this LISTING AGREEMENT, or for damages caused by default, where the LISTING BROKER is the prevailing party, the LISTING BROKER shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event the LISTING BROKER hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay such attorney's fees, costs and related expenses.

_____/_____ PLEASE INITIAL
EXPLANATION: 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. 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."

OWNER _____ Date:_____

OWNER _____ Date:_____

LISTING BROKER_____ Date:_____

The "EFFECTIVE DATE" of this Agreement shall be the latest date entered above alongside the parties' signatures.