

Mid-Hudson Multiple Listing Service, LLC

389 Manchester Road, Poughkeepsie, NY 12603

ML# \_\_\_\_\_

EXCLUSIVE RIGHT TO SELL AGREEMENT

THIS AGREEMENT is effective \_\_\_\_\_, \_\_\_\_\_ and confirms that \_\_\_\_\_ has been appointed to act as Agent for the sale of property known as \_\_\_\_\_ New York. In return for the Agents agreement to use Agent's best efforts to sell the above property, the Owner(s) agree(s) to grant the Agent the exclusive right to sell this property under the following terms and conditions:

- 1. PERIOD OF AGREEMENT: This agreement shall be effective from the above date and shall expire at midnight on \_\_\_\_\_.
2. PRICE AT WHICH PROPERTY WILL BE OFFERED AND AUTHORITY: The property will be offered for sale at a list price of \_\_\_\_\_ and shall be sold, subject to negotiation, at such price and upon such terms to which Owner(s) may agree.
3A. COMMISSION TO BE PAID TO AGENT: The Agent shall be entitled to and Owner shall pay to Agent one commission of \_\_\_\_\_ of the selling price.
3B. If, for any reason, the BROKER is not paid the compensation as set forth herein on the due date, the OWNER shall establish an escrow account with a party mutually agreeable to BROKER and OWNER and shall place into said escrow account an amount equal to the compensation set forth herein.
4. OWNER(S) OBLIGATION AFTER THE EXPIRATION OF THIS AGREEMENT: Owner(s) understands and agrees to pay the commission referred in paragraph 3, if this property is sold or transferred or is subject of a contract of sale within \_\_\_\_\_ months after the expiration date of this agreement involving a person with whom the Agent or a Cooperating Broker or the Owner(s) negotiated or to whom the property is offered, quoted or shown during the period of this listing agreement.
5. WHO MAY NEGOTIATE FOR OWNER(S): Owner(s) agree(s) to direct all inquiries to the Agent. Owner(s) elect(s) to have all offers submitted through Agent \_\_\_\_\_ or Cooperating Agent \_\_\_\_\_.
6. SUBMISSION AND PUBLICATION OF LISTING TO MULTIPLE LISTING SERVICE: Both Owner(s) and Agent agree that the Agent immediately is to submit this listing agreement to Mid Hudson Multiple Listing Service, LLC ("MHMLS"), for dissemination to its Participants.
7. FAIR HOUSING: Agent and Owner(s) agree to comply fully with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children or other prohibited factors.
8. AUTHORIZATION FOR "FOR SALE" SIGN, LOCKBOX, AND OTHER SERVICES: Agent (\_\_\_is) (\_\_\_is not) authorized to place a "For Sale" sign on the property.
9. AUTHORIZATION FOR SUBMISSION OF LISTING ON THE INTERNET: Owner & Agent hereby(\_\_\_ authorize) ( \_\_\_ do not authorize) the submission of the listing and photograph, onto the Internet when appropriate or available.
10. RENTAL OF PROPERTY: Should the Owner(s) desire to rent the property during the period of this agreement, agent is hereby granted the sole and exclusive right to rent the property for the rental price of \_\_\_\_\_, exclusive "FOR RENT" sign privilege and the Owner(s) agree(s) to pay Agent a rental commission of \_\_\_\_\_.
11. TERMINATION: 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 recovery of its commission, advertising expenses and/or any other damages) incurred by reason of an early termination of this agreement.
12. ADDITIONAL POINTS: Additional Points of Agreement if any: \_\_\_\_\_.
13. ALL MODIFICATIONS TO BE MADE IN WRITING: 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.

Owner \_\_\_\_\_ Date \_\_\_\_\_ Brokerage Name \_\_\_\_\_
Owner \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_
(Authorized Signature)
Owner's Mailing Address: \_\_\_\_\_ Brokerage Address: \_\_\_\_\_
Owner's Telephone: \_\_\_\_\_ Brokerage Telephone: \_\_\_\_\_

DEFINITIONS

In accordance with the requirements of New York State the undersigned Owner(s) does (do) hereby acknowledge receipt of the following: 1. Explanation of "Exclusive Right to Sell" listing; 2. Explanation of "Exclusive Agency" listing;
EXPLANATION OF EXCLUSIVE RIGHT TO SELL: (As worded verbatim by the Department of State) - 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.
EXPLANATION OF EXCLUSIVE AGENCY: (As worded verbatim by the Department of State) - 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.