



JERSEY SHORE MULTIPLE LISTING SERVICE
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

MLS#

- (check all that apply)
RESIDENTIAL
CONDOMINIUM
ADULT COMMUNITY
VACANT LAND
MULTI-FAMILY
COMMERCIAL
RENTAL/LEASE

The term Seller in this agreement shall also mean Landlord in the case of a Lease

Exclusive Listing Agreement beginning and ending between:

SELLER: and

BROKER (AGENCY): Phone

Agency Address:

In consideration of BROKER listing and attempting to obtain a purchaser or tenant for SELLER'S property known as:

Address:

City, State ZIP Block/ Lot

The SELLER appoints BROKER exclusive agent and gives BROKER the sole and exclusive right to sell this property for \$ or for any other price and any terms to which the SELLER may consent; or, to lease or rent at an annual rate of \$

COMMISSIONS ON SALE: SELLER agrees to pay BROKER a commission of based upon the selling price, if the sale of this property, or any part of it, is made by BROKER or any cooperating agent, or by the SELLER or any person during the term of the Agreement.

COMMISSIONS ON LEASE: If the premises are rented, the SELLER agrees to pay the listing BROKER a commission of and a commission of on each renewal of the lease.

AS SELLER YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE.

Nothing herein is intended to prohibit an individual BROKER from establishing a policy regarding the amount of fee, commission or other valuable consideration to be charged in transactions by the BROKER.

BROKERAGE PROTECTION: A brokerage fee shall be paid if this property becomes subject to a written or other agreement by the buyer and seller or their designees or is sold, conveyed, or otherwise transferred within days (herein negotiated) after the termination of this Agreement.

The Seller(s) agree and acknowledge that the dollar amount of said commission shall be a lien (legal claim) on the purchase money proceeds derived from the sale of the subject property and they agree, by this agreement to authorize and direct the party disbursing the closing proceeds to pay the listing REALTOR, the full commission as set forth above out of the proceeds of sale, prior to the payment of any funds to the Owner(s) or other lien holders.

SELLER'S REPRESENTATIONS OF THE PROPERTY: SELLER states that they are the only owners of this property, that they have the legal right to list and sell it, and that they can and will sign those documents required to transfer good title at closing.

SELLER'S PROPERTY DISCLOSURE: SELLER-prepared property condition disclosure form IS IS NOT available for review by prospective Buyers.

DISCLOSURE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: Federal law imposes a series of obligations on SELLERS of residential real estate. SELLERS of properties built before 1978 must disclose their actual knowledge (e.g. prior test results or other first-hand information) of lead-based paint hazards.

- (a) Was this property built before 1978
Yes
No
I don't know...Unless SELLER can confirm the property was built after 1978; the property is considered target housing.
(b) If SELLER answered "Yes" or "I don't know", Addendum A Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards must be completed.

OTHER OBLIGATIONS OF SELLER: SELLER agrees to refer to BROKER every person who contacts SELLER directly during the term of this Agreement concerning this listing or the sale or lease of this property and to direct that all negotiations for the sale or lease shall be made through the BROKER named in this Agreement.

SPECIAL CONDITIONS OF THIS LISTING AGREEMENT: The SELLER will allow up to days for the Buyer to arrange a mortgage.

Table with 3 columns: INCLUDED IN SALES PRICE, PERSONAL PROPERTY (attach additional sheets if necessary), NOT INCLUDED IN SALES PRICE. Multiple rows for listing items.

Seller Initial

CONSUMER INFORMATION STATEMENT: By signing this Agreement, SELLERS acknowledge that they have received the Consumer Information Statement on New Jersey Real Estate Relationships.

REAL ESTATE RELATIONSHIPS: I, _____ (name of licensee)

AS AN AUTHORIZED REPRESENTATIVE OF _____ (name of firm),
INTEND, AS OF THIS TIME, TO WORK WITH YOU AS A: (indicate one)

- SELLER'S/LANDLORD'S AGENT ONLY
- SELLER'S/LANDLORD'S AGENT & DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES
- TRANSACTION BROKER
- SUBAGENCY WILL WILL NOT BE OFFERED

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT".

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS. ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT TO

- | | | | | |
|-------------------------|-----------------------------|------------------------------|--------------|-------------|
| (a) SUBAGENTS | <input type="checkbox"/> NO | <input type="checkbox"/> YES | AMOUNT _____ | minus _____ |
| (b) BUYER BROKERS | <input type="checkbox"/> NO | <input type="checkbox"/> YES | AMOUNT _____ | minus _____ |
| (c) TRANSACTION BROKERS | <input type="checkbox"/> NO | <input type="checkbox"/> YES | AMOUNT _____ | minus _____ |

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

SUBMISSION TO MULTIPLE LISTING SERVICE: BROKER will submit this listing within 48 hours to the JERSEY SHORE MULTIPLE LISTING SERVICE, to be distributed to the members of the MLS who may then act as a BUYER BROKER, or as a TRANSACTION BROKER, and cooperate in selling the property. BROKER will inform the MLS within 48 hours of all changes authorized by the SELLER and will, also, notify the MLS as to sales or rental information including price. BROKERS are not required to submit rental listings to the MLS.

DISTRIBUTION BY MULTIPLE LISTING SERVICE: SELLER HEREBY GRANTS PERMISSION FOR DISTRIBUTION OF THIS LISTING TO PARTICIPANTS OF THE JERSEY SHORE MULTIPLE LISTING SERVICE AND INCLUSION IN ITS PROPERTY INFORMATION SYSTEM.

DISPLAY ON INTERNET

Information on and pictures of the above property may be posted on the Internet which may include the websites of the BROKER or the JERSEY SHORE MULTIPLE LISTING SERVICE, or the website of another party to which the BROKER or JERSEY SHORE MULTIPLE LISTING SERVICE submits information of listings.

- a. I have advised my broker or sales agent that I do (___), do not (___) want the listed property to be displayed on the Internet.
- b. I have advised my broker or sales agent that I do (___), do not (___) want the address of the listed property to be displayed on the Internet.

I understand and acknowledge that, if I have selected "do not" for either of the options, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

initials of seller

initials of seller

ENHANCED VIRTUAL OFFICE WEBSITE FEATURES

- c. I have advised my broker or sales agent that I do (___), do not (___) want a Participant's VOW to allow third-parties to write comments or reviews about the listed property or display a hyperlink to such comments or reviews in immediate conjunction with the listed property.
- d. I have advised my broker or sales agent that I do (___), do not (___) want a Participant's VOW to display an automated estimate of the market value of the listed property (or hyperlink to such estimate) in immediate conjunction with the listed property.

*** A Virtual Office Website (VOW) is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant's oversight, supervision and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant's oversight, supervision, and accountability.*

Listing BROKER is allowed to place a Lockbox on the property. YES NO. By giving the listing Broker a key to the premises, seller authorizes broker access to property and permission to share key with cooperating brokers.

OTHER CONTRACT PROVISIONS: SELLER understands the authority conferred upon the BROKER by this Agreement cannot be withdrawn during the term of this Agreement and shall be binding upon the heirs, executors, administrators, personal representatives, and assigns of the SELLER.

LAW AGAINST DISCRIMINATION: SELLER states that their attention has been called to the **MEMORANDUM of the ATTORNEY GENERAL** regarding discrimination and that they have read and received a copy of the Agreement. There are no agreements or conditions other than those stated in this Listing Agreement.

THIS IS A LEGALLY BINDING CONTRACT: IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

To indicate their agreement, the SELLER and AUTHORIZED LICENSEE OR BROKER have completed and signed this Agreement. All parties necessary to legally convey the property must sign. **DO NOT SIGN THIS LISTING AGREEMENT UNLESS PROPERLY DATED.**

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Date signed: _____ **SELLER:** _____
signature

Phone _____

SELLER: _____
signature

Phone _____

SELLER'S PRESENT ADDRESS: _____

AUTHORIZED LICENSEE OR BROKER: _____
Signature