

# Exclusive Right to Sell Agreement

Date of this Agreement: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Address of Property: \_\_\_\_\_

Owner(s): \_\_\_\_\_

List Price: \_\_\_\_\_

Present Encumbrances:  first mortgage       second mortgage       right of way/easement  
 tax lien       other \_\_\_\_\_

Terms of Sale:

Listing Beginning Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_      Listing Ending Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Fees: \_\_\_\_\_

Procuring Cause Protection Period: \_\_\_\_\_

Special Showing Instructions, including exceptions to Internet display:

### ENVIRONMENTALLY HAZARDOUS CONDITIONS AND MATERIALS

	Is Present	Is Not Present	Was Removed	No Knowledge of its presence
Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mold	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Underground Storage Tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Radon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## A G R E E M E N T

1. **Fees:** The Owner(s) agrees to pay the Broker the service fee specified above (a) if the Broker or its agent(s) produces a purchaser who is ready, willing and able to purchase the Property at the List Price and on the Terms stated, or at such other price or such other terms as may be acceptable to Owner(s), or (b) if a sale or exchange of said Property is made by the Owner(s) or any other person during the term of this Exclusive Right to Sell or any Procuring Cause Protection period set forth above. If fee is to be computed with reference to the sale or purchase price, the sale or purchase price shall be the greater of the amount shown as purchase or sale price on the purchase and sale contract between seller and buyer without reference to any credits or pro-rations, or the amount on which the conveyance tax due the Commissioner of Revenue Services is calculated, whichever is greater.
2. **Procuring Cause Protection Period:** The Owner(s) agrees to pay the service fee to the Broker should a sale be made directly or indirectly within the Procuring Cause Protection Period to parties the Broker or its agent(s) has submitted the Property to during the term of this Exclusive Right To Sell Agreement and Broker notifies Owner(s) in writing of the submissions during the Term of this Exclusive Right To Sell Agreement. This paragraph shall not apply if the Owner(s) subsequently executes a valid exclusive listing with any other real estate broker.
3. **Marketing:** The Broker agrees to market the Property for sale and to make a diligent effort to sell at the List Price and on the Terms stated herein until there is an enforceable contract for the sale of the Property or this Exclusive Right To Sell Agreement expires, whichever occurs first.



4. **Signs and Keys:** The Owner(s) gives the Broker the right to place a "For Sale" sign on the Property and to remove all other "For Sale" signs during continuance of this Exclusive Right To Sell Agreement. The Owner(s) agrees to furnish the Broker with a key to the Property and to permit the Broker to place a keybox on the door.
5. **Entry and Control:** The Broker or any of its agent(s) may enter the Property at reasonable times for the purpose of showing it to prospective purchasers in accordance with any Special Showing Instructions as noted above. Owner(s) acknowledges that the Broker has a duty under state regulations and the Code of Ethics to cooperate with other brokers to show the Property. Owner(s) and Broker agree that Owner(s) shall at all times have control over the Property, its maintenance and preparation for showing to prospective purchasers. Owner agrees to indemnify and hold Broker, its successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the physical condition of the Property.
6. **Owner(s)' Agreements:**
  - a. Owner(s) agrees to complete and keep updated a Connecticut Residential Property Condition Disclosure Report and Title X Lead-based paint disclosure (if applicable) and authorizes the Broker to disclose the information contained therein.
  - b. Owner(s) is either the Owner(s) of the Listed Property or has full authority to enter into this Agreement.
  - c. Owner(s) has received a copy of this Agreement.
  - d. Owner(s) represents that there are no other listings or agreements in effect concerning this Property, including open listings.
  - e. Owner(s) understands that names of attorneys, contractors, and other professionals are furnished as an accommodation to Owner(s) and do not constitute an endorsement or guaranty of such professional or the professional's work product.
  - f. Owner(s) agrees to pay reasonable attorney's fees that Broker may incur to collect monies due under this Agreement.
  - g. Broker reserves the right to terminate this Contract by written notice to the Owner(s) if the Broker has reasonable cause to believe the Owner(s) may be unable to consummate a sale of the Listed Property for the List Price set forth above by reason of liens, encumbrances, title disputes or other matters affecting title to the Property.
  - h. Owner(s) agrees to refer to Broker all requests for information about showings or offers for the Property, and to advise said Broker of any contacts made by any prospective buyer, tenant, or other broker.
7. **Property Information:** Owner(s) has reviewed the information contained on this Exclusive Right To Sell Agreement, the property data sheet, and any other disclosure of information forms where Owner(s) supplies information. To the best of Owner's knowledge and belief, Owner(s) represents that any material defects regarding the Listed Property have been disclosed to Broker and the information contained in such information forms are complete and accurate. Owner(s) agrees to indemnify and hold the Broker or its agent(s) harmless from any claim, action, damage or cost, including attorney fees, that Broker or its agent(s) may incur resulting from an incorrect or inaccurate representation, a misrepresentation or lack of representation of any of the information contained in such forms. Any representations made by Owner(s) are not warranties of any kind and may not be a substitute for an inspection or warranties that a prospective buyer may obtain. Owner(s) authorizes Broker as Owner's agent to disclose any information that Owner(s) provides to Broker concerning the Property.
8. **Multiple Listing Service and Internet Display:** Owner (s) acknowledges and agrees that all images, graphics, video recordings, virtual tours, written descriptions, remarks, narratives, pricing information, and other elements relating to the Property provided by Owner (s) to Broker or Broker's agent (the "Owner Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement (the "Broker Listing Content"), and any changes to such Content may be included in compilations of listings, and otherwise distributed, displayed and reproduced to the Multiple Listing Service noted above for publication to and use by its participants. Unless otherwise indicated under "special showing instructions" above, Owner(s) agrees to permit other Brokers licensed in Connecticut to display Owner Listing Content on their web site(s) as part of the Internet Listing Display or similar program offered by the MLS or otherwise or with other media, at Broker's option. Broker may display the Property on its web sites. Owner(s) agrees that neither the provider of the MLS nor Broker are responsible for errors or omissions appearing in the MLS. The Owner(s) authorizes Broker to provide timely notice of status changes of this Exclusive Right to Sell Agreement and to provide sales information including selling price upon sale of the Property to any agreed upon Multiple Listing Service(s).

Owner hereby grants to Broker for the term of this listing, as may be extended from time-to-time, a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, compile with other content and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to distribute the Owner Listing Content or any derivative works of it. Owner acknowledges and agrees that as between



Owner and Broker, all Broker Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any Broker Listing Content.

9. **Statements Required By Law or the REALTOR® Code of Ethics:**

- (a) This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statute Title 46a, Chapter 814c).
- (b) THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.
- (c) **NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.**
- (d) Federal law requires the Owner(s) of "target property," which is generally property built prior to 1978, to disclose the presence of lead-based paint or lead-based paint hazards and to furnish any records, reports, inspections, or other documents in the Owner's possession concerning these items.
- (e) Agency Relationships: While Broker shall generally act as the agent for Owner(s), it may be necessary or appropriate for Broker to act as agent of both Owner(s) and buyer(s), exchange party, or one or more additional parties. Owner(s) understands that Broker may have or obtain listings on other properties and that potential buyers may consider, make offers on, or purchase other property through use of Broker's services.

10. **Electronic Signatures:** Broker and Owner(s) agree that they may use an electronic record, including fax or e-mail, to make and keep this Agreement. Either Broker or Owner(s) has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. Broker's and Owner's agreement to use electronic records applies only to this particular real estate transaction and not to all real estate transactions.

For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer. For access to and retention of e-mail records, Owner(s) will need a personal or laptop computer, Internet account and e-mail software.

Owner(s) has the following electronic addresses: Fax number is: \_\_\_\_\_

E-mail address is: \_\_\_\_\_

Each party will promptly inform the other of any change in e-mail address or fax number in writing or electronically.

11. The Owner(s) and Broker acknowledge, agree and understand that although this form has been furnished by the Connecticut Association of REALTORS®, Inc., the Association assumes no responsibility for its content and is not a party to this Agreement. **This Contract is binding and legal.**

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BROKER/AGENCY NAME

\_\_\_\_\_  
STREET

\_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED AGENT

\_\_\_\_\_  
STREET

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

