

# EXCLUSIVE AGENCY LISTING CONTRACT

## PARTIES AND PROPERTY

I/We (Owners) \_\_\_\_\_

Give you (REALTOR) \_\_\_\_\_ the EXCLUSIVE RIGHT TO SELL my/our

(Firm Name)

real property located at (LISTED PROPERTY) \_\_\_\_\_

(Street Address)

Connecticut, \_\_\_\_\_ for (LISTED PRICE) \$ \_\_\_\_\_

(zip)

## OWNER(S)' AND REALTOR'S AGREEMENTS

THE PARTIES AGREE THAT:

1. This Contract will go into effect on \_\_\_\_\_, and will remain effective through and including \_\_\_\_\_
2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY TO YOU; except for persons introduced to the listed property by me/us. I/We agree to notify you of all persons introduced to the property by me/us.
3. You may place a "For Sale" sign on LISTED
4. You may install a lockbox on the LISTED PROPERTY. I/We understand that other participants in the Smart MLS, Inc. (the "Service") will have keys to this lockbox.
5. You are not responsible for the maintenance, management or upkeep of or for any physical damage to the LISTED PROPERTY.
6. You will use reasonable efforts to sell the LISTED PROPERTY.
7. You will submit the LISTED PROPERTY to members of the Service. I/We have reviewed the information describing the LISTED PROPERTY in your Data Input Form and represent that it is accurate. You may submit photographs of the interior and exterior of the Listed Property to members of the Service, to view in either hard copy or computerized form.
8. I/We irrevocably assign to You all My/Our intellectual property rights, title and interest in and to all data, information, text and photographs submitted to the Service in connection with the LISTED PROPERTY including, without limitation, the copyright to such listing data and photographs.
9. Unless I/we have elected not to allow advertising of the LISTED PROPERTY on the Internet as set forth on the Listing Input Sheet for the LISTED PROPERTY, I/we give you permission to allow all Participants of the Service, except those identified on Schedule A to this Contract, to display the LISTED PROPERTY on their web site(s) pursuant to the Internet Data Exchange and/or Virtual Office Web Site rules and regulations of the Service.

NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

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 THE SELLER AND BROKER.

10. I/We will pay you a commission of \_\_\_\_\_ ( \_\_\_\_\_ %) of the agreed upon sale price if during the term of this Contract:

- (a) The LISTED PROPERTY is sold; or
- (b) You or anyone else finds a buyer ready, willing and able to buy the LISTED PROPERTY for no less than the LISTED PRICE or for any other terms acceptable to me/us.
- (c) Notwithstanding paragraphs (a) and (b), I/we shall not be obligated to pay you a commission if the LISTED PROPERTY is sold by me/us to any buyer who is not represented by a real estate broker or salesperson.

If the property is sold by me/us during the term of this contract to any such buyer I/we shall pay you a service fee under the following terms:

\_\_\_\_\_ ( \_\_\_\_\_ %).

under the following conditions: \_\_\_\_\_

11. I/We authorize you to pay buyer brokers and subagents a portion of any commission payable by me/us.
12. I/We Understand and agree that you may also be a buyer 's agent for the LISTED PROPERTY. In that event, you would become a dual agent, representing both me/us and the buyer. If this situation should arise, you will promptly disclose all relevant information to me/us and discuss the appropriate course of action to take under the circumstances.

Sellers Initials: \_\_\_\_\_

- 13. I/We will pay you the same commission if, within a period of time after this agreement terminates, I/we sell the LISTED PROPERTY to anyone who saw the LISTED PROPERTY through you, or any licensee, including a buyer's broker, during the term of this agreement or any extension thereof, provided no new listing agreement becomes effective during that same period.
- 14. I/We have received a copy of this Contract.
- 15. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors and assigns.
- 16. I/We agree to pay any costs and attorney's fees which you may incur to collect any monies due to you under this Contract.

NOTICE: FEDERAL LAW REQUIRES THE OWNER OR LANDLORD OF A DWELLING TO DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS TO PURCHASERS AND TENANTS AND TO FURNISH PURCHASERS AND TENANTS WITH ANY RECORDS OR REPORTS CONCERNING LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS.

17. I/We understand that because of the potential serious health risks associated with lead substances, asbestos, radon, urea formaldehyde foam insulation ("UFFI") and other environmentally hazardous conditions prospective buyers should be advised if these conditions are present or have existed in the LISTED PROPERTY. I/We also understand that failure to make such a material disclosure could be a violation of federal and/or Connecticut law and could result in (i) the rescission of any purchase agreement between me/us and a prospective buyer, and/or (ii) an award of damages against me/us, as the seller, or any person responsible for disclosing the information regarding the LISTED PROPERTY. I/We specifically authorize you, as our agent, to disclose any such existing conditions to prospective

	<u>Is Present</u>	<u>Was Treated/ Removed or Tested</u>	<u>No knowledge or Reason to Know of Presence</u>
UFFI (wall insulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADON (odorless gas, seeps in through dirt floors, cracked cement and walls)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD SUBSTANCES (paint manufactured before 1970)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ASBESTOS (Insulating material; also in vinyl flooring and exterior shingles and roofing)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18. Other Terms \_\_\_\_\_  
\_\_\_\_\_

19. I/We authorize you, as my/our agent, and any subagents appointed by you, to disclose any information that I/We provide you concerning the LISTED PROPERTY.

**STATEMENTS REQUIRED BY LAW**

This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, MENTAL RETARDATION, LEARNING DISABILITY, MENTAL DISABILITY OR PHYSICAL DISABILITY, AND FAMILIAL STATUS.

Realtor: _____ <small>(Firm Name)</small>	Owner: _____ <small>(Signature)</small>	Date: _____
By: (Auth Rep.) _____	Date: _____	No. & Street: _____
No. & Street _____	City, State, Zip: _____	
City, State, Zip: _____	Owner: _____ <small>(Signature)</small>	Date: _____
Broker: _____ <small>(Signature)</small>	No. & Street: _____	
Telephone: _____	City, State, Zip: _____	

