



EXCLUSIVE AGENCY LISTING CONTRACT
Greater Hartford Association of REALTORS

The owners are the names as they appear on the deed recorded at the town hall in which the property is located. (All the names on the deed and all those individuals/parties must sign the listing contract. If a corporation, LLC, etc. the name needs to be written/typed in as it appears on the deed)

PARTIES AND PROPERTY

I/We (Owner(s))
(Brokerage Firm)
AGENCY to sell my/our real property located at (Listed Property)

the EXCLUSIVE

This is the brokerage firm the authorized representative represents. The listing brokerage should inform all their authorized representatives on how the name of the brokerage should appear. If you are the owner of the brokerage firm you still need to write in the name of your firm, not your name. Agents do not write your name in this field.

The parties agree that:

- 1. This Contract will go into effect on ... 20... and including ... 20...
2. I/We refer all inquiries or offers concerning the LISTED PROPERTY to you except for persons introduced to the listed property

The address of the property you are listing as stated in the legal description on the deed. If no street address on the deed, then use the address on the town card.

" sign on the LISTED PROPERTY.
electronic lockbox and/or a mechanical combination
of associations of REALTORS® in this region and

1 - Effective Date (beginning date) and End Date - Type in the beginning date the listing agreement is effective and binding and the date the listing brokerage's obligation ends.

6. Subject to any applicable Multiple Listing Service rules, you will submit the LISTED PROPERTY to such submission. I/We understand that information about the LISTED PROPERTY, including property address, submitted to the Service may be posted on the Internet, via websites, as you may determine. You will submit photographs of the exterior and may submit photographs of the interior of the LISTED PROPERTY. I/We recognize that other REALTORS® and licensees who are not affiliated with you to advertise your listings on the Internet and other media.

8 - Professional Service fee (compensation amount) - Is a percentage of the sale price or flat dollar amount. This is negotiable between the listing brokerage (or the broker's authorized representative) and the sellers.

7. I/We understand that you are not an insurer against theft, loss or damage to the LISTED PROPERTY. I/We advise you of the advisability of verifying the existence of, or obtaining, appropriate insurance coverage. I/We are not responsible for theft, loss or damage to the LISTED PROPERTY.

This type of listing allows for the seller(s) to sell the property on their own and still be placed in the MLS. If an agent sells the property, then a service fee is owed.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMMISSION IS SPECIFIED IN PARAGRAPH 8. EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE. There is no customary or industry standard real estate commission.

8(c) states that the seller does not owe the brokerage a service fee if the property is sold by the seller(s).

8. I/We will pay you a professional service fee of \$ ... or ... % 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, including, without limitation, any real estate licensee who is not affiliated with you, is a buyer ready, willing and able to buy the LISTED PROPERTY acceptable to me/us.

Other Professional Service Fee Agreement - Here type instructions on any changes to your compensation if accepting an offer from an unrepresented buyer; Include instructions on dual agency and any changes to your compensation; and if the sellers have an exclusion for a buyer they have on their own. Note: If your professional service fee changes in any way it is considered a variable fee and must be disclosed.

(c) Notwithstanding paragraphs (a) and (b), I/we shall not be obligated to pay a professional service fee if the LISTED PROPERTY is sold by me/us to any buyer who is not a buyer ready, willing and able to buy the LISTED PROPERTY acceptable to me/us.
Other Professional Service Fee Agreement (may require dual/variable agency)

Cooperative Compensation (Note: Only check one box):
First Box: Check this box if the Seller is authorizing you to pay a portion of your service fee to compensate the buyer broker (AKA Broker to Broker compensation).
OR
Second Box: Check this box if the Seller wants to pay the buyer broker directly.
OR
Third Box (next page): Check this box if the Seller is not authorizing cooperative compensation.

9. I/We acknowledge that you have explained cooperative compensation to the buyers and that the buyers understand that the buyers and their broker have independent fiduciary duties to the buyers, not to me/us.

I/We understand that the buyers and their broker have independent fiduciary duties to the buyers, not to me/us. In order to facilitate payment under that agreement, I/we agree to pay a professional service fee equal to \$ ... In no event shall the amount of compensation paid by you exceed the amount set forth in any agreement between buyer and buyer broker.

I/We understand that the buyers and their broker have negotiated a professional service fee to be paid upon closing. I/we agree to pay a professional service fee equal to \$ ... or ... % of the agreed upon sale price directly to buyer brokers. In no event shall the amount of compensation paid by you exceed the amount set forth in an agreement between buyer and buyer broker.

All owners must initial and date. Listing broker's auth. rep(s) must initial and date.

Owner(s) Initial Date Broker (Auth. Rep.) Initial Date

Make sure you have the address on the top of the second page and number the page. Sometimes there may be additional pages that are part of the contract, like a blank rider with additional instructions.

Property Address: \_\_\_\_\_ Exclusive Agency Contract page 2 of \_\_\_\_\_

I/We do not authorize you to pay a portion of any professional service fee payable by me/us to buyer brokers. This does not preclude me/us from negotiating and paying a professional service fee to buyer brokers directly or providing a concession to the buyer(s).

I/We agree that you (check applicable box):  
 may advertise that compensation is being offered to buyer brokers;  
 may advertise that compensation may be offered to buyer brokers;  
 may not advertise that compensation may be offered to buyer brokers.

**Marketing Cooperative Compensation** – Check one to indicate whether your Seller authorizes you to market cooperative compensation. **Please be sure to check with your broker on your company's policy.**

10. 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. As a dual agent, you would owe me/us and the buyer a duty of fairness and honesty. Because you would not represent me/us exclusively, I/we cannot expect to have your undivided loyalty. As a dual agent, you may not reveal any confidential information which would provide a negotiating advantage to either party except as authorized by either party or required by law. If dual agency arises, you will promptly disclose all relevant information to me/us and give me/us any disclosure notices and consent agreements required by law, for my/our review and signature.

11. You will seek offers for the LISTED PROPERTY until such time as we sell the property. Thereafter, you will present to us any additional offers that may be received by you to disclose to a buyer who has submitted an offer and/or to any such other buyer who has submitted an offer for the LISTED PROPERTY.

**(16) - Other terms** – This line is for other lawful requests, demands, and authorizations negotiated between the sellers and the listing brokerage (or authorized representative.)

12. I/We have received a copy of this Contract.

13. You may enforce this Contract against me/us, or against me/our heirs and assigns.

14. I/We agree to pay any costs and attorney's fees, which you may incur to enforce this Contract.

15. I/We agree to notify you immediately if I/we accept an offer from a buyer.

16. Other terms \_\_\_\_\_

Property to be sold in as-is condition" or, the seller(s) might limit their right to sell the property to a certain buyer or buyers, which case, the seller(s) can only sell it themselves to just those buyers.

17. I/We represent to you that the LISTED PROPERTY  does  does not have video surveillance and/or recording devices, systems or equipment on the premises.

18. I/We represent to you that the LISTED PROPERTY  does  does not have audio surveillance and/or recording devices, systems or equipment on the premises.

19. Audio recording another individual without advanced consent may be a crime. Video recording in an area of the Property where there is a reasonable expectation of privacy may be a crime. Seller(s) agrees to indemnify and hold Broker, its agents,

**(17) - Video Surveillance** – This line is to disclose whether there is surveillance equipment on the property. This equipment can be anywhere on the property.

**(18) - Audio Surveillance** - This line is to disclose whether there is audio equipment on the property. This equipment can be anywhere on the property.

its, claims, demands or damages related to or arising from the Seller's use of video, audio, video or both at the Property. [ \_\_\_\_\_ ] Initials

Buyer agents have a legal obligation to disclose any material information that

All Owners must initial

General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title-46a, Chapter 814c).

**IT IS UNLAWFUL UNDER FEDERAL AND OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY, STATUS AS A VETERAN, STATUS AS A VICTIM OF DOMESTIC VIOLENCE, ERASED CRIMINAL HISTORY INFORMATION, STATUS AS A VICTIM OF SEXUAL ASSAULT OR STATUS AS A VICTIM OF TRAFFICKING IN PERSONS. I/We read and understand this section:**

All Sellers Initial \_\_\_\_\_

THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

**Fair Housing Statement:**  
Be sure to explain the fair housing notice to your Seller(s) and have them initial.

**OTHER STATEMENTS**

I/We understand that I/we must give prospective buyers a Residential Property Condition Disclosure Report. I/We must give the Report to buyers before they execute a written offer to buy the property. (Conn. Public Act No. 95-311.)

All owners must initial and date. Listing broker's auth. rep(s) must initial and date.

You have given me/us a blank Residential Property Condition Disclosure Report.

Owner(s) Initial \_\_\_\_\_ Date \_\_\_\_\_ Broker (Auth. Rep.) Initial \_\_\_\_\_ Date \_\_\_\_\_

**OTHER STATEMENTS cont.**

Make sure you have the address on the top of the second page and number the page. Sometimes there may be additional pages that are part of the contract, like a blank rider with additional instructions.

I/We understand that certain ty \_\_\_\_\_ building permit. If such building permit was required but was not obtained, I/we understand that unpermitted work and open permits may result in significant delays and/or additional expense during the real estate transaction.

**INFORMATION ABOUT FEDERAL LEAD LAWS**

Federal regulations governing lead paint apply to "target housing", which with some exceptions means housing built before 1978. Unless an exception applies, if the LISTED PROPERTY was built before 1978, I/we must (i) give buyers the EPA brochure entitled "Protect Your Family From Lead In Your Home", and (ii) give buyers and you (Broker) all information I/we know concerning the presence of lead-based paint and lead-based paint hazards in the LISTED PROPERTY and copies of all records and reports available to me/us pertaining to this. To meet the timing requirement of the federal law, I/we must give these documents and information to a buyer before the buyer is obligated under a purchase contract, (that is, before both the buyer and I/we have executed a purchase contract). Failure to do so may result in substantial damages and/or penalties against me/us under federal law.

I/We also understand that if the LISTED PROPERTY is "target housing" and no exception applies, I/we must permit a buyer a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards in the LISTED PROPERTY before the buyer is obligated under the contract. I/We can mutually agree to a different time period. The buyer can also waive this right completely in writing.

I/We completed the seller's portion of the Disclosure of Information on Lead-Based Paint and executed copy of the Disclosure and must keep it for 3 years after the closing.

I/We may be liable for substantial damages and penalties for failing to meet the duties of a lead-based paint.

I/We read and understand this section: All Sellers Initial \_\_\_\_\_

**Information About Federal Lead Laws:**  
All the Sellers mentioned on the deed and mentioned as the owners, and who are signing the Listing Agreement, must initial in this spot.

I/We understand that potential serious health risks (including cancer, brain damage and acute illnesses such as eye, nose and throat irritation) are associated with lead substances, asbestos, radon and other environmentally hazardous conditions. Therefore, I/we must tell prospective buyers if I/we know that these conditions exist in the LISTED PROPERTY.\*

If I/we fail to disclose known material information about the LISTED PROPERTY – including the presence of environmentally hazardous conditions – I/we may be violating federal and/or Connecticut law. This can result in (i) rescission of any purchase agreement between me/us and a prospective buyer, (ii) an award of \_\_\_\_\_ responsible for disclosing the information, and/or (iii) statutory damages \_\_\_\_\_ addition to any requirement to credit a buyer \$500.00 at closing if I/we have \_\_\_\_\_ Report.

\*Further information about environmentally hazardous conditions can be \_\_\_\_\_ Protection, [www.ct.gov/dcp](http://www.ct.gov/dcp), the Connecticut Department of Public Health \_\_\_\_\_ Environmental Protection Agency, [www.epa.gov](http://www.epa.gov).

**Execution by Electronic Methods:**  
This paragraph is to agree that the sellers will allow \_\_\_\_\_ communication via email (electronic methods) or in writing. The authorized representative inserts the email address of the authorized representative(s) and the email address(es) of all the owners who are signing this listing agreement. The authorized agent may need to include a blank addendum to list all parties to the listing agreement increasing the number of pages included in the listing agreement.

**Execution by Electronic Methods.** The parties agree that they may enter into this Contract (including any amendments hereto) via email. This consent applies only to this transaction, and either party may withdraw such consent by email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any a \_\_\_\_\_ Email, and retention of and access to email records, requires a computer, inter \_\_\_\_\_

**Important Note:**  
This becomes a legally binding contract once all parties have signed and dated it here. The terms and duration of the listing are as set forth on the first page of the agreement. You must provide the sellers with a copy of the fully executed document.

Broker (Auth. Rep.) email address: \_\_\_\_\_

Owner(s) email address: \_\_\_\_\_

If any party changes its email address it will promptly notify the other party of the new email address.

Brokerage Firm \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_  
By: (Auth. Rep.) \_\_\_\_\_ Date \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_  
No. & Street \_\_\_\_\_ No. & Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ City, State, Zip) \_\_\_\_\_