



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT



PARTIES AND PROPERTY

I/We (Owner(s)) _____

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.)

you (Brokerage Firm) _____ the

EXCLUSIVE RIGHT TO SELL my/our real property located at (Listed Property) _____

_____, Connecticut, for (Listed Property) _____

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 will refer all inquiries or offers concerning the LISTED PROPERTY to you.
3. You may place a "for sale" sign on the LISTED PROPERTY.
4. You may install an electronic lockbox and/or a mechanical combination lockbox _____ of associations of REALTORS® in this region and other _____

1 - Effective Date (beginning date) and End Date - Type in the beginning date the property will be available to the consumer through the listing brokerage and the date the listing brokerage's obligation ends.

The address of the property you are listing as it appears on the deed. (The town Card should reflect the deed.)

I/We authorize you to sell the LISTED PROPERTY in accordance with the Multiple Listing Service rules, you determine. I/We will provide accurate 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 and understand that you permit other real estate licensees who are not affiliated with you to advertise your listings on their web sites and in brochures and other media. I/We hereby consent that you may permit such licensees to advertise the LISTED PROPERTY on their web sites and in brochures and other media.

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

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKERAGE SERVICE FEE IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEARLY AS HIGH AS 6% OF THE SALE PRICE. There is no customary or industry standard real estate broker fee or compensation.

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

8. I/We will pay you a professional service fee of \$ _____ or _____ % of the agreed upon sale price if and when: _____ and all material conditions have been met, or _____

8(c) - Broker Protection Clause - Insert the number of days after the contract ends that the listing brokerage will be entitled to a commission if the property sells to a buyer the listing brokerage (or the authorized representative) physically introduced to the property. (Crosses the threshold.) The number of days is negotiable between the listing brokerage and the sellers.

_____er ready, willing and able to buy the LISTED PROPERTY acceptable to me/us. _____ paragraph 8 if within _____ days after this _____

_____ before the Contract terminated, provided that I/we do not enter into _____

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.

Other Professional Service Fee Agreement (may require dual/variable agency) _____

9. I/We acknowledge that you have explained cooperative compensation to me/us and that the buyer brokers owe undivided fiduciary duties to the buyer(s), not to me/us. All Sellers initial: _____

_____ I/We understand that the buyer(s) Seller(s) initial here acknowledging that cooperative compensation has been explained to them. _____ service fee to be paid upon closing. _____ of any professional service fee in paragraph 8 payable by me/us equal to \$ _____ or _____ % of the agreed upon sale price to buyer brokers.

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

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.

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

I/We do not authorize does not preclude me/us concession to the buyer(s).

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 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.

10. I/We understand and agree that you may also be a buyer's agent for become a dual agent, representing both me/us and the buyer. As a duty of fairness and honesty. Because you would not represent an undivided loyalty. As a dual agent, you may not reveal any confidential 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.

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.**

11. You will seek offers for the LISTED PROPERTY on behalf of a buyer. Thereafter, you will present to me/us any offer that you may authorize you to disclose to a buyer. I/We have received a copy of this Contract. You may enforce this Contract against the Seller. I/We agree to pay any costs and attorney's fees incurred in enforcing this Contract.

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

13. You may enforce this Contract against the Seller.

14. I/We agree to pay any costs and attorney's fees incurred in enforcing this Contract.

15. Other Terms: _____

(15) - Other terms – This line is for other lawful requests, demands, and authorizations negotiated between the sellers and the listing brokerage (or authorized representative.) This could be but is not limited to: The number of open houses; whether or not the authorized representative has to attend all showings; if all individuals need to take off their shoes upon entry; or a 24-hour advanced notice for all showings. Also, if the property is to be withheld for a certain amount of time before it goes "active" on the MLS, that number of days or weeks can be inserted here. **BUT, all MLS rules as far as amount of time for each status (temp, withheld, or coming soon) needs to be adhered to and those MLS forms need to be included with the listing agreement.**

16. I/We understand that you as my agent and any buyer agents have a legal obligation to disclose any material information that you know about the LISTED PROPERTY.

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 where there is a reasonable expectation of privacy may be a crime. I/We agree to indemnify, defend, and hold the Seller, its agents, successors and assigns, harmless from all suits, claims, damages, costs and attorney's fees incurred by the Seller's use of electronic, mechanical or other device to record audio or video of any individual on the premises. [_____] Initials

(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.

STATEMENTS REQUIRED BY LAW

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

All Owners must initial

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 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 _____

OTHER STATEMENTS

I/We understand that I/we must give prospective buyers a fully completed Residential Property Condition Disclosure Report. I/We must give the Buyer(s) a copy of the Residential Property Condition Disclosure Report before they execute a written offer to buy the LISTED PROPERTY. (Conn. Public Act No. 95-311.)

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

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

Owner(s) Initial _____	Date _____	Broker (Auth. Rep.) Initial _____	Date _____
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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 types of work which may have been performed at the LISTED PROPERTY may have required a 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 with the buyer in writing 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 have provided a fully 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 regarding 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 damages against me/us, as the seller, or any person responsible for disclosing the information, and/or (iii) statutory damages under federal laws on lead-based substances. This is in addition to any requirement to credit a buyer \$500.00 at closing if I/we have not given the buyer a Residential Property Disclosure Report.

*Further information about environmentally hazardous conditions is available from the Connecticut Department of Environmental Protection, www.ct.gov/dcp, the Connecticut Department of Environmental Protection Agency, www.epa.gov.

Execution by Electronic Methods. The parties agree that the contract (or any amendments hereto) after it has been entered into, may be executed, signed, and retained by electronic means. Email, and retention of and access to email records, requires a computer, internet account and email software.

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.

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 address.

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.

Brokerage Firm _____

Owner _____

By: (Auth. Rep.) _____ Date _____

Owner _____

No. & Street _____

No. & Street _____

City, State, Zip _____

City, State, Zip) _____