



**EXCLUSIVE RIGHT TO LEASE OR SELL OR LEASE  
WITH OPTION TO BUY LISTING CONTRACT**

Greater Hartford Association of REALTORS®, Inc.



**PARTIES AND PROPERTY**

I/We (Owner(s)) \_\_\_\_\_ give you (Brokerage Firm) \_\_\_\_\_ the EXCLUSIVE RIGHT TO LEASE OR SELL OR LEASE WITH OPTION TO BUY my/our property located at (Listed Property) \_\_\_\_\_, Connecticut.

**RENT AND TERM**

The rent shall be listed at \$ \_\_\_\_\_ per \_\_\_\_\_. The Tenant shall pay the following in addition to rent:

Taxes  Insurance  Heat  Electricity  Gas  Water  Telephone  Cable  Internet  Sewer  Other \_\_\_\_\_

The term of the lease shall be at least \_\_\_\_\_, but not more than \_\_\_\_\_.

**LISTED PRICE**

The Listed price for sale shall be (Listed Price) \$ \_\_\_\_\_.

The parties agree that:

1. This Contract will go into effect on \_\_\_\_\_, 20\_\_\_\_\_, and will remain effective through and including \_\_\_\_\_, 20\_\_\_\_\_.  
2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY to you.  
3. You may place a "for rent or sale" sign on the LISTED PROPERTY.  
4. You may install an electronic lockbox and/or a mechanical combination lockbox on the LISTED PROPERTY. I/We understand that members of associations of REALTORS® in this region and other authorized persons will have access to this lockbox.  
5. You will use reasonable efforts to lease or sell the LISTED PROPERTY.  
6. Subject to any applicable Multiple Listing Service rules, you will submit the LISTED PROPERTY to the applicable Multiple Listing Service(s). I/We will provide accurate information about the LISTED PROPERTY for 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 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 and agree that you may also be a tenant's agent for the LISTED PROPERTY. In that event, you would become a dual agent, representing both me/us and the tenant. As a dual agent, you would owe me/us and the tenant 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.  
8. You will seek offers for the LISTED PROPERTY until such time as we shall sign a purchase and sale agreement with a buyer. Thereafter, you will present to us any additional offers that may be received. In a multiple offer situation, I/we may authorize you to disclose to a buyer who has submitted an offer and/or to any such buyer's broker the fact that I/we have received other offers for the LISTED PROPERTY.

**NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.**

**There is no customary or industry standard real estate broker fee or compensation.**

9. I/We will pay you a **professional** service fee if during the term of this Contract:
  - a) I/We enter into a lease of the LISTED PROPERTY on the terms specified in this Contract or on any other terms. In this case, I/we will pay you a **professional** service fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total rent to be paid by the tenant over the term of the lease. I/We will pay you the **professional** service fee at the time the lease is signed. If I/we sell the LISTED PROPERTY, directly or indirectly, to the tenant at any time after the lease is signed and before \_\_\_\_\_ days after the termination of the lease or any extension of it, I/we will pay you an additional **professional** service fee of \_\_\_\_\_ of the sale price.

Owner(s) Initial

Date

Broker (Auth. Rep.) Initial

Date

b) I/We, you or anyone else finds a tenant ready, willing and able to lease the LISTED PROPERTY on the terms specified in this Contract, but I/we do not accept the tenant's offer. In this case, I/we will pay you a professional service fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total rent to be paid under the terms of the lease offered by the tenant.

c) The LISTED PROPERTY is sold. In this case, I/we will pay you a professional service fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the sales price.

d) I/We, you or anyone else finds a buyer ready, willing and able to buy the LISTED PROPERTY for no less than the LISTED PRICE and for any other terms spelled out in this Contract, or for any other terms acceptable to me/us. In this case, I/we will pay you a professional service fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the sale price offered by the buyer.

Other Professional Service Fee Agreement (may require dual/variable disclosure): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

10. I/We acknowledge that you have explained cooperative compensation to me/us and that I/we understand that buyer/tenant agents owe undivided fiduciary duties to the buyers/tenants, not to me/us.

All Owners initial: \_\_\_\_\_.

I/We authorize you to pay a portion of any professional service fee payable by me/us equal to \$ \_\_\_\_\_ or \_\_\_\_\_ % of the agreed upon total rent to tenant brokers.

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

11. I/We have received a copy of this Contract.  
 12. 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.  
 13. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors and assigns.  
 14. Other terms: \_\_\_\_\_

15. I/We understand that you as my agent have a legal obligation to disclose any material information that you know about the LISTED PROPERTY.  
 16. 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.  
 17. 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.  
 18. 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. Owner(s) agrees to indemnify and hold Broker, its agents, successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the Owner's use of electronic, mechanical or other device to record audio, video or both at the Property. [ ] Initials

#### 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 OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, CIVIL UNION STATUS, 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 OR ERASED CRIMINAL HISTORY INFORMATION.** I/We read and understand this section:

All Owners Initial \_\_\_\_\_

**THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES. (updated to remove references to subsections)**

#### OTHER STATEMENTS

I/We understand that if I/we SELL the LISTED PROPERTY I/we must give prospective buyers a fully completed Residential Property Condition Disclosure Report. I/We must give the Report to buyers before they execute a written offer to buy the LISTED PROPERTY. Otherwise, I/we must credit the buyers \$500.00 at closing. (Conn. Public Act No. 95-311).

Owner(s) Initial \_\_\_\_\_

Date \_\_\_\_\_

Broker (Auth. Rep.) Initial \_\_\_\_\_

Date \_\_\_\_\_

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

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 lessees and/or buyers the EPA brochure entitled "Protect Your Family From Lead in Your Home", and (ii) give you (Broker) and lessees and/or buyers 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 the lessee or buyer before the lessee or buyer is obligated under a lease or purchase contract, (that is, before both the lessee or buyer and I/we have executed a lease or purchase contract). Failure to do so may result in substantial damages and/or penalties against me/us under federal law.

FOR SALES OF THE LISTED PROPERTY, 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 lessor's portion of the Disclosure of Information on Lead-Based Paint and Hazards pertaining to leases and the seller's of the Disclosure pertaining to sales. I/We will receive a fully executed copy of each 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 lessor or seller under the laws governing lead-based paint.

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

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 lessees and 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 lessor or 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 can be obtained from the Connecticut Department of Consumer Protection, [www.ct.gov/dcp](http://www.ct.gov/dcp), the Connecticut Department of Public Health, [www.ct.gov/dph](http://www.ct.gov/dph), and the regional office of the U.S. Environmental Protection Agency, [www.epa.gov](http://www.epa.gov).

**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 amendments hereto) after it has been entered into. Email, and retention of and access to email records, requires a computer, internet account and email software.

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 \_\_\_\_\_