



EXCLUSIVE AGENCY LISTING AGREEMENT

Grant of Exclusive Agency. In consideration of (Broker), _____ submitting the property located at: _____ Under the terms of its Multiple Listing Rules and Regulations, and in further consideration of said Broker undertaking to find a purchaser for said property, the undersigned, (Owner), gives to Broker the sole and exclusive right to sell said property under the following terms and conditions:

1. Period of Agreement. This agreement is effective from the above date and shall expire at midnight on _____, 20____.
Month / Day Year

2. Price and Authority. The property will be offered for sale at a list price of \$ _____ and shall be sold, subject to negotiation, at such price and upon such terms to which Owner(s) may agree. The word Owner refers to each and all parties who have ownership interest in the property and the undersigned represent(s) that they are the sole and exclusive owners and/or are fully authorized to enter into this agreement.

3. Owner's Authorization and Obligation. The Owner authorizes the Broker to submit this listing to the various MLS syndication and to make an offer of cooperation to all participants and to any other cooperating agent authorized under the law to receive a commission and with whom the listing Broker deems it appropriate to cooperate in the Owner's best interest. Data including photographs and sketches relating to the Owner's property will be aggregated with that of other properties listed by Participants of various MLS platform. Owner and listing agent hereby assign all right of ownership and copyright to such data for dissemination to its Participants.

4. Brokerage Fee. If during the period of this agreement or any extension thereof, a transfer, sale or exchange of the property is made, effected or agreed upon with anyone, the Owner agrees to pay the Broker a commission of ____% the selling price at the time the brokerage commission is earned by the broker but in no event, later than the date of closing. Or ____% of the selling price if sold to a direct buyer. The commission offered by Broker to Sub-Agents shall be ____% of the gross selling price. The commission offered by Broker to Buyer(s) Agents shall be ____% of the gross selling price.

In the event that Owner authorizes Broker to compensate a Buyer(s) Agent, Owner acknowledges their understanding that such Buyer(s) Agent is not representing Owner and that the Buyer(s) Agent will be representing only the interests of the prospective purchaser.

Owner will not be obligated to pay a commission to Broker if Owner sells Owner's property without the efforts of either Broker, any Sub-Agent or a Buyer's-Agent whose services have been authorized by broker.

5. Owner's Obligation After Expiration of Agreement. Owner agrees to pay the commission referred to in paragraph 4 if, within ____ months after the expiration date of this agreement, a purchaser buys the property who (a) was shown the property by a licensed agent or Participant of MLS and/or was made aware of the property by a licensed agent or Participant of MLS or the Owner during the term of the listing or any extension thereof, provided Owner has been personally introduced to or has received written notification of the names of prospective purchasers before or upon termination of this Agreement or any extension thereof. Owner will not, however, be obligated to pay such commission if owner enters into a valid Exclusive Listing Agreement with another NYS licensed real estate broker after the expiration of this agreement.

6. Who May Negotiate for Owner. Owner agrees to direct all inquiries to the Broker. Owner elects to have all negotiated offers to purchase submitted through Broker ____ or Cooperating agent ____.

7. "For Sale" Sign. The Owner grants the Broker exclusive "For Sale" sign privilege on the property, consents that the property may be shown at any reasonable hour, and agrees to refer any inquiries concerning the property to Broker.

8. Exclusive Right to Rent. Should Owner desire to rent the property during the term of this Agreement, the Broker is granted the sole and exclusive right to rent the property.

9. Lock Box. Owner gives Broker the right to install an MLS Electronic Lock Box on the property for the purpose of allowing MLS members access to the home.

10. Fair Housing. It is agreed that this property is listed in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status, and/or familial status, children or other prohibited factors.

11. Commission Escrow. If for any reason, the Broker is not paid the compensation set forth herein on the due date, the Owner shall establish an escrow account with a party mutually agreeable to the Broker and Owner and shall place into said escrow account an amount equal to the compensation set forth herein. These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (a) by the written agreement of the parties, (b) by order of a court of competent jurisdiction, or (c) some other process to which the parties agree in writing. In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event Broker hires an attorney to enforce collection of brokerage fee due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner agrees to pay such attorney's fees, costs and related expenses.

12. Termination. Owner understands that if Owner terminates the Broker's authority prior to expiration of the term of this agreement, Broker shall retain its contractual rights to a commission and recovery of advertising expenses and any other damages incurred by reason of an early termination of this Agreement.

OWNER HAS READ AND UNDERSTANDS THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COPY OF SAID AGREEMENT. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO. AGREED TO AND ACCEPTED BY:

(Broker) (Date)

(Owner) (Date)

(Authorized Representative) (Date)

(Owner) (Date)

(Owners Address)

(Owner's Phone Number)

DEFINITIONS

The following definitions are offered in compliance with Regulation 175.24 under Article 12-A of the Real Property Law.

An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the owner of a property finds a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

An "EXCLUSIVE AGENCY" listing means that if you, the owner of the property finds a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

(Owner) (Date)

(Owner) (Date)