

Commercial Exclusive Right to Sell/Lease/Exchange Agreement

This Agreement made at _____, Connecticut _____
between _____
hereinafter _____
individually or collectively called SELLER and (Insert Firm or Broker Name) _____
hereinafter individual or collectively called AGENCY, as follows:

1. SELLER, duly authorized, hereby appoints AGENCY as exclusive agent and grants AGENCY the exclusive right to sell, lease or exchange the Property (hereinafter called "PROPERTY") known as _____, Connecticut _____.
2. This Agreement shall commence on _____ and shall expire on _____.
3. SELLER agrees to refer to AGENCY all requests for information about showings or offers for the PROPERTY, and to advise said AGENCY of any contacts made by any prospective buyer, tenant, or other broker.
4. AGENCY agrees to list the PROPERTY, and to actively attempt to sell or lease the PROPERTY, promote and solicit through advertising media such as newspapers, signs, and multiple listing services, and otherwise employ its services to bring about a sale, lease, or exchange of the PROPERTY. SELLER hereby authorizes AGENCY's use of multiple listing services, the Internet for marketing purposes, placement of appropriate signs (including "For Sale", "Sold", and "For Lease", as applicable) and cooperation with and compensation to other brokers.
5. SELLER authorizes AGENCY to offer the PROPERTY for a sale or exchange price of: \$ _____.
6. (LEASE ONLY) - An annual rental of: \$ _____ and the following lease expenses:

(Indicate those to be paid by Tenant)

- | | |
|---|---|
| <input type="checkbox"/> Taxes _____ | <input type="checkbox"/> Interior Maintenance _____ |
| <input type="checkbox"/> Tax escalation _____ | <input type="checkbox"/> Exterior Maintenance _____ |
| <input type="checkbox"/> Insurance _____ | <input type="checkbox"/> Cost of Living Adj. _____ |
| <input type="checkbox"/> Insurance escalation _____ | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Heat _____ | |
| <input type="checkbox"/> Electricity _____ | |

7. SELLER agrees that whenever during the term of this Agreement (except as set forth in paragraph 7b) the PROPERTY shall have been sold, leased, or exchanged or a buyer or tenant procured, ready, able and willing to purchase, lease, or exchange the PROPERTY for the terms as shown in No. 5 and No. 6 above, or for any other price or upon such terms as may be agreed to by the SELLER as signified by the buyer's or tenant's execution of a written purchase contract or lease, the SELLER will owe the AGENCY a commission, as follows: *(Specify commission arrangement below)*

- Building _____
- Land _____
- Exchange -Commission paid by each principal _____
- Leases: First _____ years _____
Next _____ years _____
Next _____ years _____

7a. The sale, transfer, transfer of substantially all of the assets, or assignment or other acquisition of an interest in an entity that has an ownership interest or controls the Property, through merger, entity conversion or otherwise, or an investment in the Property in any form or a lease with an option to purchase, or the accomplishment of any of



the foregoing through the use of a parent, subsidiary or single-purpose entity shall be considered a "sale" of a property for purposes of this Agreement. Whenever compensation is expressed as a percentage of the sale price of the Property, the "sale price" shall be defined as the gross purchase price, the appraised value, or exchange value or the consideration set forth for conveyance or controlling entity tax purposes, or the gross amount of any investment or other acquisition of an interest in the property or an entity that has an ownership interest or controls the Property, whichever amount is greater.

7b. All lease commissions are due and payable upon execution of lease unless AGENCY and SELLER agree otherwise. SELLER agrees to pay a commission in the amount of the "Leases" commission noted above on any renewals, enlargements, exercise of lease options, or new leases between SELLER and a tenant procured during the term of this Agreement. Such commission shall be due and payable at the commencement of the new lease, enlargement, renewal, or option term, unless Agency and Seller agree otherwise.

7c. SELLER also agrees to pay a service fee of \$ _____ should the PROPERTY be sold to a tenant procured under this Agreement, during the term of said tenant's lease, for a purchase price of \$ _____ or for any other price or upon such terms as may be agreed to by the SELLER subject to the provisions of 7a above.

8. SELLER shall pay the commission set forth above if SELLER sells, leases, or exchanges PROPERTY within _____ days of the expiration of this Agreement to anyone AGENCY introduced to the PROPERTY during the term of this Agreement. This provision shall be null and void in the event SELLER executes an Exclusive Listing Agreement with another broker that takes effect after the expiration of this Agreement.

9. SELLER agrees to pay AGENCY reasonable attorney's fees if AGENCY must take any action to collect any commission that shall become due and payable under the terms and conditions of this Agreement. SELLER agrees to name AGENCY in all agreements entered into with any purchaser or tenant procured in accordance with this Agreement and shall also reference any commissions due or which may become due pursuant to this Agreement.

10. This Agreement shall be binding upon the parties hereto, their respective heirs, successors, assigns, executors, and administrators. If SELLER is a corporation, partnership or LLC, the person signing below represents that he or she is duly authorized to execute this Agreement and understands that AGENCY relies on this representation.

11. Statements required by Connecticut Law:

- THIS AGREEMENT IS SUBJECT TO THE GENERAL STATUTES PROHIBITING DISCRIMINATION IN COMMERCIAL AND RESIDENTIAL REAL ESTATE TRANSACTIONS (C. G. S. TITLE 46A, CHAPTER 814c).
- THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.
- **NOTICE: THE AMOUNT OR RATE OF BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND BROKER.**

12. SELLER acknowledges that the transaction evidenced by this Agreement is a "commercial transaction" within the meaning of Chapter 903a of the Connecticut General Statutes, as amended. SELLER waives any right which SELLER might have to a notice and a hearing or a prior court order, under said Chapter 903a or as otherwise provided under any applicable federal or state law, in the event the Agent seeks any prejudgment remedy in connection with any suit on this agreement, including any extensions or renewals of it.

NOTE: This agreement is for commercial real property.
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13. SELLER agrees that this Agreement may be signed and kept as an electronic record. SELLER'S electronic addresses are: Fax number: _____ and E-mail address: _____ .
A "signature" shall be a representation of the signatory's name on a fax or a transmission from the signatory's e-mail address which transmission contains the signatory's e-mail address, name or a representation of the signatory's signature. The parties to this Agreement will immediately inform the other party of any change to e-mail addresses or fax numbers.

14. SELLER(S) acknowledge(s) receipt of a copy of this Agreement.

Listing AGENCY

SELLER'S Signature

Authorized Agent

SELLER'S Street Address

Street Address

City State Zip

City State Zip

SELLER'S Signature

SELLER'S Street Address (If different than stated above)

City State Zip

CORPORATE, PARTNERSHIP OR LLC SELLER-PRINT
Name of CORPORATION, PARTNERSHIP OR LLC

Street Address

City State Zip

By: _____
Signature of authorized officer and title

