

THE CONNECTICUT ASSOCIATION OF REALTORS®[®], INC.
COMMERCIAL EXCLUSIVE AGENCY 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, is as follows:

1. SELLER, duly authorized, hereby appoints AGENCY and grants AGENCY the right to Sell, Lease or Exchange the property (hereinafter called "PROPERTY") known as _____, Connecticut SELLER retains the right to sell, lease or exchange the Property provided Seller does not communicate with or deal through any real estate licensee other than AGENCY.
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 from real estate licensees, agents or brokers, 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, and to promote 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 the 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 AGENCY or a cooperating broker procures a customer 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 customer'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. All sale or exchange commissions are payable upon transfer of title.
- 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.

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.

NOTE: This agreement is for commercial real property.

1994-2016 The Connecticut Association of REALTORS®[®], Inc.

Revised January 29, 1998; May 6, 1999; May 15, 1999; June 9, 1999; July 12, 2002; November 18, 2004; November 20, 2009,

January 15, 2010; March 3, 2010

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11. **NOTICE** -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.**
- **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 Agency seeks any prejudgment remedy in connection with any suit on this agreement, including any extensions or renewals of it.

13. Use of Electronic Record

13a. You agree that we may use an electronic record, including fax or e-mail, to make and keep this Agreement.

13b. You need not agree to use an electronic record. By a written notice to Us, You have the right to withdraw your consent to have a record of this Agreement provided or made available to You in electronic form, but that does not permit You to withdraw your consent to the Agreement itself once it has been signed. Your agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions in which You are a party.

13c. For access to and retention of faxed records, there is no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer. For access to and retention of e-mail records, You will need a personal or laptop computer, Internet account and e-mail software or web browser.

Seller electronic addresses Fax machine. My fax number is: _____
 E-mail. My e-mail address is: _____

All electronic records will be sent to the fax number or e-mail address noted above unless You inform Us of any change in your e-mail address or fax number in writing to the Brokerage Firm address, e-mail or fax number set forth.

Each party will promptly inform the other of any change in e-mail address or fax number in writing.

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

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