

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

PARTIES AND PROPERTY

I/We (Owners) _____
Give you (REALTOR) _____ the EXCLUSIVE RIGHT TO SELL my/our
real property located at (LISTED PROPERTY) _____
Connecticut, _____ for (LISTED PRICE) \$ _____
(zip)

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. Can include "its successors or assigns.")

OWNER(S)' AND REALTOR'S AGREEMENTS

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

THE PARTIES AGREE THAT:

1. This Contract will go into effect on _____, and will remain effective through and including, _____.
2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY TO YOU.
3. You may place a "For Sale" sign on LISTED PROPERTY.
4. You may install a lockbox on the LISTED PROPERTY. I/We understand that other participants in the SmartMLS, Inc. (the "Service") will have keys to this lockbox.
5. You are not responsible for the maintenance, management or upkeep of or for any physical damage to the LISTED PROPERTY.
6. You will use reasonable efforts to sell the LISTED PROPERTY.
7. You will submit the LISTED PROPERTY to members of the Service. I/We have reviewed the information describing the LISTED PROPERTY in your Data Input Form and represent that it is accurate. You may submit photographs of the interior and exterior of the Listed Property to members of the Service, to view in either hard copy or computerized form.
8. I/We irrevocably assign to You all My/Our intellectual property rights, title and interest in and to all data, information text and photographs submitted to the service in connection with the LISTED PROPERTY including, without limitation, the copyright to such listing data and photographs.
9. Unless I/we have elected not to allow advertising of the LISTED PROPERTY on the Internet as set forth on the Listing Input Sheet for the LISTED PROPERTY, I/we give you permission to allow all Participants of the Service, except those identified on Schedule A to this Contract, to display the LISTED PROPERTY on their web site(s) pursuant to the Internet Data Exchange and/or Virtual Office Web Site rules and regulations of the Service.

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.

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 broker's obligation ends.

NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

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

10. 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.

10. I/We will pay you a commission of (____%) of the agreed upon sale price if during the term of this Contract:
(a) The LISTED PROPERTY is sold; or
(b) 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 or for any other terms acceptable to me/us.
11. I/We authorize you to pay buyer brokers and subagents a portion of any commission payable by me/us.
12. I/We understand and agree that you may also be a buyer's agent for the LISTED PROPERTY. In that event, you would become a dual agent, representing both me/us and the buyer. If this situation should arise, you will promptly disclose all relevant information to me/us and discuss the appropriate course of action to take under the circumstances.
13. I/We will pay the same commission if, within a _____ period of time after this agreement terminates, I/We sell the LISTED PROPERTY to anyone who saw the LISTED PROPERTY through you, or any licenses, including a buyer's broker, during the term of this agreement or any extension thereof, provided no new listing agreement becomes effective during the same period.
14. I/We have received a copy of this Contract.

13. 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.

Initial(s) _____

15. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors and assigns.
 16. 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.

NOTICE: FEDERAL LAW REQUIRES THE OWNER OR LANDLORD OF A DWELLING TO DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS TO PURCHASERS AND TENANTS AND TO FURNISH PURCHASERS AND TENANTS WITH ANY RECORDS OR REPORTS CONCERNING LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS.

17. I/We understand that because of the potential serious health risks associated with lead substances, asbestos, radon, urea formaldehyde foam insulation ("UFFI") and other environmentally hazardous conditions prospective buyers should be advised if these conditions are present or have existed in the LISTED PROPERTY. I/We also understand that failure to make such a material disclosure could be a violation of federal and/or Connecticut law and could result in (i) the rescission of any purchase agreement between me/us and a prospective buyer, and/or (ii) an award of damages against me/us, as the seller, or any person responsible for disclosing the information regarding the LISTED PROPERTY. I/We specifically authorize you, as our agent, to disclose any such existing conditions to prospective buyers.

	<u>Is Present</u>	<u>Was Treated/Removed or Tested</u>	<u>No knowledge or Reason to Know of Presence</u>
UFFI (wall insulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADON (odorless gas, seeps in through dirt floors, cracked cement and walls)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD SUBSTANCES (paint manufactured before 1970)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ASBESTOS (Insulating material; also in vinyl flooring and exterior shingles and roofing)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18. If this listing is a delayed listing pursuant to the Rules of SmartMLS, the LISTED PROPERTY shall be actively marketed beginning on _____ Seller(s) and listing Broker agree that the Listed Property cannot be marketed prior to the Go Active Date.
(Go Active Date)

Marketing includes, but is not limited to: (1) showing of the Property to prospective purchasers; (2) holding a public or broker open house/caravan; (3) displaying the Listed property on any internet site; (4) sharing the Listing on social media or in any restricted group created on any social media platform; (5) placement of a "For Sale" sign on the Listed Property; and (6) advertising the Listed Property in any written publication. Prior to the Go Active Date, Seller(s) direct and instruct the Listing Broker not to accept and present to them any offer(s) to purchase the Listed Property. Seller(s) expressly waive their right to have offer(s) presented to them by the listing Broker because the Property is not available for sale prior to the state Go Active Date.

19. Other Terms _____

20. I/We authorize you, as my/our agent, and any subagents appointed by you, to disclose any information that I/We provide you concerning the LISTED PROPERTY.

Initial(s) _____

19. 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.

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, as the same may be amended from time to time).

IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED OR RELIGION, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, MARITAL STATUS, CIVIL UNION STATUS, AGE, LAWFUL SOURCE OF INCOME, INTELLECTUAL DISABILITY, LEARNING DISABILITY, MENTAL DISABILITY OR PHYSICAL DISABILITY, FAMILIAL STATUS AND STATUS AS A VETERAN.

Realtor: _____ (Firm Name) Owner: _____ (Signature) Date: _____

By: (Auth Rep.) _____ Date: _____ No. & Street: _____

No. & Street _____ City, State, Zip: _____

City, State, Zip: _____ Owner: _____ (Signature) Date: _____

Broker: _____ (Signature) No. & Street: _____

Telephone: _____ City, State, Zip: _____

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.

Schedule A of Listing Contract Dated: _____ For Property Known As: _____

Multiple horizontal lines for handwritten notes.

Initial(s) _____