

# EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

## PARTIES AND PROPERTY

I/We (Owners) \_\_\_\_\_

Give you (REALTOR) \_\_\_\_\_ the EXCLUSIVE RIGHT TO SELL my/our  
(Firm Name)

real property located at (LISTED PROPERTY) , \_\_\_\_\_  
(Street Address)

Connecticut, \_\_\_\_\_ for (LISTED PRICE) \$ \_\_\_\_\_  
(zip)

## OWNER(S)' AND REALTOR'S AGREEMENTS

### 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.

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. I/We will pay you a commission of ( \_\_\_\_\_ %) of the agreed upon sale price if during the term of this Contract (the "Commission"):
  - (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. You have explained cooperative compensation to buyer brokers and I/we understand that buyer brokers owe undivided fiduciary duties to buyers, NOT to the seller(s). I/We authorize you to offer buyer brokers cooperating compensation from our Commission in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the agreed upon sale price.
12. I/We understand and agree that, if permitted under Connecticut law, 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.

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

- 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.
- 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	<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.

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

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.

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.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Broker or Authorized Agent Name: \_\_\_\_\_

Broker or Authorized Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Schedule A of Listing Contract Dated: \_\_\_\_\_ For Property Known As: \_\_\_\_\_