

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

[With Consent To Designated Agency]

I/We _____ ("SELLER"), hereby grant to _____, a real estate broker licensed under the laws of the Commonwealth of Massachusetts ("BROKER"), the exclusive right to sell the property described as _____

and recorded in the _____ County Registry Of Deeds at Book _____, Page _____ ("PROPERTY") on the following terms and conditions:

- 1. Seller's Duties And Representations.** The BROKER is granted the exclusive right to sell the PROPERTY, as the SELLER'S agent, during the term of the Agreement and the SELLER agrees to refer all inquiries to the BROKER, to cooperate in marketing the PROPERTY, including completing lead paint (if property built before 1978) and other forms. If the PROPERTY is sold to a buyer procured by the BROKER, by the SELLER or by anyone else, the fee described in paragraph 4 shall be due. The BROKER is authorized, but is not required: (a) to offer compensation to other licensed brokers as buyer's agents or facilitators; (b) to place a listing for the PROPERTY in any multiple listing service; (c) to place a sign on the PROPERTY; (d) to photograph and advertise the PROPERTY in such media as the BROKER may select; and (e) to place a lock box on the PROPERTY. The SELLER authorizes the BROKER to disclose to prospective buyers all information about the PROPERTY provided to the BROKER by the SELLER, all of which the SELLER represents to be accurate. **The SELLER acknowledges receipt of a Mandatory Licensee-Consumer Relationship Disclosure form.** According to the Code of Ethics and Standards of Practice of the National Association of REALTORS®, the SELLER has been advised of (1) the broker's general company policies regarding cooperation with and compensation to subagents, buyer's agents and facilitators; (2) the fact that a buyer's agent, even if compensated by the listing broker or seller will represent the interest of the buyer; and (3) any potential for the listing broker to act as a disclosed dual agent on behalf of the seller and buyer. The SELLER agrees to comply with all applicable fair housing laws.
- 2. Listing Price.** The listing price for the PROPERTY shall be _____ dollars or such other price and terms as the SELLER may approve.
- 3. Listing Period.** This Agreement shall begin on _____ and end on _____ and may be extended by agreement.
- 4. Broker's Fee.** If within the term of this Agreement or any extension the PROPERTY is sold or the BROKER procures a buyer who is ready, willing and able to buy at a price and on the terms set forth herein or on such other price and terms as the SELLER may agree, the BROKER shall be due a fee of _____ percent of the selling price, whether or not the transaction is completed or title passes. Said fee shall be paid at the time set for closing and may be deducted from amounts held by BROKER as escrow agent. The aforesaid fee shall also be due upon sale within _____ months after expiration of this Agreement or any extension to any person who is introduced to the PROPERTY during the aforesaid term or any extension, except if the SELLER has entered into an exclusive agreement with another broker in good faith, in which case the BROKER shall be entitled to receive only the difference between the fee set forth herein and any lesser fee paid to the other broker. If any deposit is retained by the SELLER as liquidated damages for default by the buyer under any agreement for sale of the PROPERTY, the BROKER shall be due one-half (1/2) of the amount so retained, but not more than an amount equal to the full commission that would have been paid to BROKER if a sale had been completed.
- 5. Broker Cooperation.** BROKER hereby advises SELLER that BROKER will offer compensation to cooperating real estate licensees as follows: buyer's agents _____ % of the selling price; facilitators (non-agents) _____ % of the selling price. If subagency will be offered, Consent To Subagency form must be signed.
- 6. Broker's Duties.** The BROKER agrees to use reasonable efforts in marketing the PROPERTY and agrees to list the PROPERTY with the _____ multiple listing service. The BROKER shall have no obligation to continue to market the PROPERTY after an offer has been accepted and shall have no obligation to present any offer once an offer has been accepted and while a transaction is pending. The BROKER is not hired as a property inspector, tax advisor or attorney and if such services are desired SELLER should hire professionals.
- 7. Consent To Designated Agency.** A designated agent is a real estate licensee who has been appointed by a broker or salesperson to represent a buyer as a "designated buyer's agent" or to represent a seller as a "designated seller's agent." When a buyer or seller consents to designated agency only that designated agent represents the buyer or seller. Any other agents affiliated with BROKER may represent another party to the transaction and by consenting to designated agency the buyer or seller permits those agents to represent another party. Individuals who are designated agents owe fiduciary duties to their respective clients. SELLER is further advised that: (a) the designated seller's agent will represent the SELLER and will owe the SELLER the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction; (b) all other licensees affiliated with the appointing BROKER will not represent the SELLER nor will they owe the other duties specified in paragraph (a) to that SELLER, and may potentially represent the buyer; and (c) if designated agents affiliated with the same broker represent the SELLER and buyer in a transaction, the appointing broker shall be a dual agent and neutral as to any conflicting interests of the SELLER and buyer, but will continue to owe the SELLER and buyer the duties of confidentiality of material information and to account for funds. **By signing this agreement, SELLER consents to designated agency.** If BROKER is a designated agent for buyer and SELLER in a transaction, a notice will be given. The designated agent(s) for the SELLER is/are: _____
- 8. Additional Terms:** _____

Dated: _____

SELLER Or Authorized Representative

BROKER Or Authorized Representative

SELLER Or Authorized Representative

