



# **EXCLUSIVE RIGHT TO SELL LISTING CONTRACT** Greater Hartford Association of REALTORS®



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.")

## **PARTIES AND PROPERTY**

I/We (Owner(s))....., give you  
(Brokerage Firm).....the EXCLUSIVE RIGHT TO SELL my/our  
real property located at (Listed Property)....., Connecticut, for  
(Listed Price) \$.....  
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 ....., 20...., and will remain effective through and including....., 20....
2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY to you.
3. You may place a "for sale" sign on the LISTED PROPERTY.
4. You may install an electronic lockbox and/or a mechanical combination lockbox on the LISTED PROPERTY. I/We understand that members of associations of REALTORS® in this region and other authorized persons will have access to this lockbox.
5. You will use reasonable efforts to sell the LISTED PROPERTY.
6. Subject to any applicable Multiple Listing Service rules, you will submit the LISTED PROPERTY to the applicable Multiple Listing Service(s). I/We will provide accurate information about the LISTED PROPERTY for such submission. I/We understand that information about the LISTED PROPERTY, including property address, submitted to the Service may be posted on the Internet, via websites, as you may determine. You will submit photographs of the exterior and may submit photographs of the interior of the LISTED PROPERTY. I/We recognize and understand that you permit other real estate licensees who are not affiliated with you to advertise your listings on their web sites and in brochures and other media. I/We hereby consent that you may permit such licensees to advertise the LISTED PROPERTY on their web sites and in brochures and other media.
7. I/We understand that you are not an insurer against theft, loss or damage to the LISTED PROPERTY. I/We understand the advisability of verifying the existence of, or obtaining, appropriate insurance through my/our insurance broker and that you are not responsible for theft, loss or damage to the LISTED PROPERTY.

**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 YOU AND THE BROKER.**

8. I/We will pay you a service fee of ..... of the agreed upon sale price if and when:
  - (a) I/We enter into a contract for the sale of the LISTED PROPERTY and all material conditions have been met, or are subsequently met after the expiration of the term of this Contract; or
  - (b) During the term of this Contract, 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.
  - (c) I/We will pay you the agreed upon commission in paragraph 8 if within \_\_\_\_ days after this Contract terminates, I/We sell the LISTED PROPERTY to anyone who saw it through You or any cooperating broker before the Contract terminated, provided that I/we do not enter into a new exclusive listing agreement in that period.
9. I/We authorize you to pay a portion of any service fee payable by me/us equal to ..... of the agreed upon sale price (i) to buyer agents, and (ii) to any subagents, provided that I/we consent in writing to the subagency.
10. 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. As a dual agent, you would owe me/us and the buyer a duty of fairness and honesty. Because you would not represent me/us exclusively, I/we cannot expect to have your undivided loyalty. As a dual agent, you may not reveal any confidential information which would provide a negotiating advantage to either party except as authorized by either party or required by law. If dual agency arises, you will promptly disclose all relevant information to me/us and give me/us any disclosure notices and consent agreements required by law, for my/our review and signature.
11. You will seek offers for the LISTED PROPERTY until such time as we shall sign a purchase and sale agreement with a buyer. Thereafter, you will present to us any additional offers that may be received. In a multiple offer situation, I/we may authorize you to disclose to a buyer who has submitted an offer and/or to any such buyer's broker the fact that I/we have received other offers for the LISTED PROPERTY.
12. I/We have received a copy of this Contract.
13. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors and assigns.
14. 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.
15. Other Terms:.....
16. I/We understand that you as my agent and any buyer agents or subagents have a legal obligation to disclose any material information that you know about the LISTED PROPERTY.
17. I/we represent to you that the LISTED PROPERTY ☐ does ☐ does not have video surveillance and/or recording devices, systems or equipment on the premises.
18. I/we represent to you that the LISTED PROPERTY ☐ does ☐ does not have audio surveillance and/or recording devices, systems or equipment on the premises.

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 brokerage's obligation ends.

**8 - 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.

**8(c) - 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.

**(9) - Cooperative** – Insert the percentage or flat fee that the sellers agree to pay another brokerage who brings in the buyer. This is negotiable between the listing brokerage and the sellers. It is not always 50% of the commission paid to the listing brokerage.

**(15) - 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.**

**(17) - Video Surveillance** – This line is to alert the public that there is surveillance equipment on the property and they will be on video camera. This equipment can be anywhere on the property.

**(18) - Audio Surveillance** - This line is to alert the public that there is audio equipment on the property and they will be recorded. This equipment can be anywhere on the property.

Owner Initial \_\_\_\_\_ Date \_\_\_\_\_ Broker Authorized Representative Initial \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_

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#### STATEMENTS REQUIRED BY LAW

The real estate broker may be entitled to certain lien rights pursuant to subsection (d) (and subsections e-q) of section 20-325(a) of the Connecticut General Statutes.

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).

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

#### OTHER STATEMENTS

I/We understand that I/we must give prospective buyers a fully completed Residential Property Condition Disclosure Report. I/We must give the Report to buyers before they execute a written offer to buy the LISTED PROPERTY. Otherwise, I/We must credit the buyers \$500.00 at closing. (Conn. Public Act No. 95-311.)

You have given me/us a blank Residential Property Condition Disclosure Report.

I/we understand that certain types of work which may have been performed at the LISTED PROPERTY may have required a building permit. If such building permit was required but was not obtained, I/we understand that unpermitted work and open permits may result in significant delays and/or additional expense during the real estate transaction.

#### INFORMATION ABOUT FEDERAL LEAD LAWS

Federal regulations governing lead paint apply to "target housing", which with some exceptions means housing built before 1978. Unless an exception applies, if the LISTED PROPERTY was built before 1978, I/we must (i) give buyers the EPA brochure entitled "Protect Your Family From Lead In Your Home", and (ii) give buyers and you (Broker) all information I/we know concerning the presence of lead-based paint and lead-based paint hazards in the LISTED PROPERTY and copies of all records and reports available to me/us pertaining to this. To meet the timing requirement of the federal law, I/we must give these documents and information to a buyer before the buyer is obligated under a purchase contract, (that is, before both the buyer and I/we have executed a purchase contract). Failure to do so may result in substantial damages and/or penalties against me/us under federal law.

I/We also understand that if the LISTED PROPERTY is "target housing" and no exception applies, I/we must permit a buyer a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards in the LISTED PROPERTY before the buyer is obligated under the contract. I/We can mutually agree with the buyer in writing to a different time period. The buyer can also waive this right completely in writing.

I/We completed the seller's portion of the Disclosure of Information on Lead-Based Paint and Hazards. I/We will receive a fully executed copy of the Disclosure and must keep it for 3 years after the closing.

I/We may be liable for substantial damages and penalties for failing to meet the duties of a seller under the laws governing lead-based paint.

I/We read and understand this section: All Sellers Initial \_\_\_\_\_

#### Information About Federal Lead Laws:

ALL THE SELLERS MENTIONED ON THE DEED AND MENTIONED AS THE OWNERS, AND WHO ARE SIGNING THE LISTING AGREEMENT, MUST INITIAL IN THIS SPOT.

I/We understand that potential serious health risks (including cancer, brain damage and acute illnesses such as eye, nose and throat irritation) are associated with lead substances, asbestos, radon and other environmentally hazardous conditions. Therefore, I/we must tell prospective buyers if I/we know that these conditions exist in the LISTED PROPERTY.\*

If I/we fail to disclose known material information about the LISTED PROPERTY -- including the presence of environmentally hazardous conditions -- I/we may be violating federal and/or Connecticut law. This can result in (i) rescission of any purchase agreement between me/us and a prospective buyer, (ii) an award of damages against me/us, as the seller, or any person responsible for disclosing the information, and/or (iii) statutory damages under federal laws on lead-based substances. This is in addition to any requirement to credit a buyer \$500.00 at closing if I/we have not given the buyer a Residential Property Disclosure Report.

\*Further information about environmentally hazardous conditions can be obtained from the Connecticut Department of Consumer Protection, [www.ct.gov/dcp](http://www.ct.gov/dcp), the Connecticut Department of Health Services, [www.ct.gov/dhs](http://www.ct.gov/dhs), and the regional office of the U.S. Environmental Protection Agency, [www.epa.gov](http://www.epa.gov).

**Execution by Electronic Methods.** The parties agree that they may enter into this Contract (including any amendments hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Broker elects to use:

Owner elects to use:

\_\_\_ Fax: Fax number is: \_\_\_\_\_ \_\_\_ Fax: Fax number is: \_\_\_\_\_

\_\_\_ Email: Email address is: \_\_\_\_\_ \_\_\_ Email: Email address is: \_\_\_\_\_

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

(Brokerage Firm) \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

By: (Auth. Rep.) \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

No. & Street \_\_\_\_\_

No. & Street \_\_\_\_\_

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

City, State, Zip) \_\_\_\_\_

#### Execution by Electronic Methods:

This paragraph is to agree that the sellers will allow communication via fax and email (electronic methods) or in writing. The authorized representative inserts the fax number the listing brokerage elects to use and the email address of the authorized representative(s) and the fax number(s) and email address(es) of all the owners who are signing this listing agreement. The authorized agent may need to include a blank addendum to list all parties to the listing agreement increasing the number of pages included in the listing agreement.

#### 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.