



Eastern Connecticut Association of REALTORS®
EXCLUSIVE LISTING CONTRACT



PARTIES AND PROPERTY

_____, the SELLER(S),
give _____, the BROKER,
located at _____,
the right to sell the SELLER(S)' real property located at _____
_____ Connecticut, (VOL. _____, PAGE _____) for \$ _____

NOTICE: 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 THE BROKER.

NOTICE: 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).

NOTICE: THE SELLER(S) HAVE CERTAIN OBLIGATIONS UNDER TITLE X OF THE RESIDENTIAL LEAD BASED PAINT HAZARD REDUCTION ACT OF 1992.

NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325A OF THE CONNECTICUT GENERAL STATUTES.

SELLER(S)' AGREEMENTS - The SELLER(S) agree that:

- (1) This Contract will be in effect _____, 20____, through and including _____, 20____.
(2) During the term of this agreement, whenever a ready, willing and able buyer is procured to Purchase/Exchange/Lease/Option or otherwise transfer the property for the price as shown in this agreement or for any other price or upon such terms as may be agreed to by the SELLER(S), the SELLER(S) will owe the BROKER a commission of _____ of the sale price.
(3) The SELLER(S) further agree that the BROKER shall be entitled to a commission if the property is sold by the BROKER, the SELLER(S) or anyone, within _____ days after the expiration of this contract or any extension hereof, to any person to whom the BROKER has shown the property.
(4) If a sale is not consummated because of the SELLER(S)' refusal to perform, then the full commission shall be due and payable upon such refusal.
(5) In the event a buyer defaults on the buyer's obligations under a purchase and sale agreement and forfeits deposit monies to the SELLER(S) as liquidated damages, whether by agreement of the buyer or otherwise, the BROKER and SELLER(S) shall share equally in the liquidated damages for that transaction providing the BROKER'S share may not exceed what the commission obligation would have been had that transaction closed.
(6) The SELLER(S) have informed the BROKER of all material defects regarding the listed property, and the SELLER(S) agree to hold the BROKER harmless in connection with any damages (including court costs and attorney's fees, if applicable), which the BROKER may suffer due to any information which the SELLER(S) withheld from the BROKER or supplied to the BROKER incorrectly.
(7) The BROKER may enforce this Contract against the SELLER(S), or against the SELLER(S)' heirs, administrators, executors and assigns.
(8) The BROKER (____ may) (____ may not) place For Sale, Pending, Sold, other marketing signs and the like on the listed property.
(9) The BROKER (____ may) (____ may not) install a lockbox on the listed property. THE SELLER(S) understand that REALTOR® members of any Association of REALTORS® who purchase lockbox keys may have access to this lockbox.
(10) Unless SELLER(S) deliver to BROKER a written certification, in a form acceptable to BROKER, that SELLER(S) do not desire the Listing Content to be disseminated by a multiple listing service, SELLER(S) acknowledge and agree that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by SELLER(S) to BROKER or BROKER's agent (the "Seller Listing Content"), or otherwise obtained or produced by BROKER or BROKER's agent in connection with this Agreement (the "Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.
(11) Unless otherwise indicated below, the SELLER(S) are aware and consent that the Connecticut Multiple Listing Service, Inc., transmits listing information for web site display to REALTOR.com, a service of the National Association of REALTORS®, and to those members who display MLS property information on their individual web sites in accordance with the Connecticut Multiple Listing Service, Inc. Internet Data Exchange policy.

____ Exclude the SELLER(S)' listing from IDX and realtor.com _____ Exclude the SELLER(S)' listing from realtor.com
____ Exclude the SELLER(S)' address from IDX web sites

SELLER _____ Date
SELLER _____ Date

SELLER _____ Date
Agent on behalf of BROKER _____ Date



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- (12) The SELLER(S) represent and warrant to the BROKER that the payoff of all mortgages, liens, commissions and the SELLER(S)' other closing expenses do not exceed the listing price or any subsequent changes to the listing price of the SELLER(S)' property. Further, the SELLER(S) agree not to execute a Purchase & Sale Agreement with a price insufficient to provide clear title unless the SELLER(S) notify the BROKER as to the deficiency. In the event the SELLER(S) are in a deficiency situation, unless the Purchase and Sale Agreement is made subject to a lender short sale, the SELLER(S) guarantee to pay the amount creating the deficiency out of the SELLER(S)' other resources at time of closing.
- (13) If the BROKER discovers that the SELLER(S) are unable to perform the SELLER(S)' duties under this contract, then the BROKER has the right to terminate this contract by providing written notice to the SELLER(S).
- (14) In the event it is necessary for the BROKER to take legal action against the SELLER(S) to enforce any part of this Agreement and changes and extensions thereto, the SELLER(S) agree to pay the BROKER's reasonable attorneys fees and court costs if the BROKER prevails, in addition to any other award or negotiated settlement.
- (15) The SELLER(S) represent to the BROKER that the SELLER(S) have hazard/liability insurance on the property that will cover the BROKER, other REALTORS®, inspectors, appraisers, potential buyers and anyone else requiring access as part of the real estate process, for any injury and/or damages caused while on the property, and the SELLER(S) hereby indemnify and hold the BROKER harmless for any such injury and/or damages and related costs, fees and expenses.
- (16) The SELLER(S) understand and agree that the BROKER may also become a buyer's agent for the property. In that event, the BROKER would become a dual agent, representing both the SELLER(S) and the buyer. If this situation should arise, the BROKER will present a dual agency and/or a designated agency consent agreement for the buyer's and SELLER(S)' signature at that time.
- (17) The SELLER(S) agree that when the SELLER(S) have signed a Purchase & Sale Agreement on the property, the BROKER will change the SELLER(S)' status in the Connecticut Multiple Listing Service, Inc. to an "Under Deposit" and the BROKER may cease marketing efforts until closing unless directed otherwise in writing by the SELLER(S).
- (18) Additional agreements, if applicable: _____

(19) The parties agree that any electronic record of this agreement or any addenda or other modification including but not limited to e-mail and fax, shall be a valid, enforceable agreement, unless this provision is crossed out. Any communication or written action in regard to this agreement may be validly executed by using the following:
 For the SELLER(S): Fax number is: _____ E-mail address is: _____
 For the BROKER: Fax number is: _____ E-mail address is: _____

BROKER'S AGREEMENTS - The Broker agrees that:

(20) The BROKER will use reasonable efforts to sell the listed property.

SELLER(S) to initial either (21a) or (21b) below:

(21a) The BROKER (_____ **will**) submit the listed property to members of the Connecticut Multiple Listing Service, Inc.

OR

(21b) The BROKER (_____ **will not**) submit the listed property to members of the Connecticut Multiple Listing Service, Inc. The SELLER(S) acknowledge being fully informed by the BROKER of the benefits of using the Connecticut Multiple Listing Service, Inc. for the sale of the SELLER(S)' property. The SELLER(S) do not wish to have their property submitted to any Connecticut Multiple Listing Service, Inc. database and therefore request a "withheld listing" although the SELLER(S) understand that the listing contract must be submitted to the Connecticut Multiple Listing Service, Inc., per their rules and regulations.

SELLER(S) to initial either (22a) or (22b) below:

(22a) _____ **Exclusive Right to Sell Listing:** The SELLER(S) are obligated to pay a commission if the BROKER, the SELLER(S) or anyone else finds a Buyer ready, willing and able to buy the listed property either for the listed price or for any other price accepted by the SELLER(S).

OR

(22b) _____ **Exclusive Agency Listing:** The SELLER(S) retain the right to sell the property themselves without obligation to the BROKER. The SELLER(S) are not obligated to pay a commission to the BROKER unless the BROKER has been the procuring cause of sale, in which case the provisions of paragraph (2) shall apply.

(23) The BROKER further agrees that : _____

(24) The BROKER will withhold the following SELLER(S)' information: _____ name _____ address _____ telephone #.

By signing below the parties hereby acknowledge receipt of a copy of this listing contract.

_____	Date
SELLER	Date

Address	

Email	Phone

SELLER	Date

Address	

Email	Phone

_____	Date
SELLER	

Address	

Email	Phone

Agent on behalf of BROKER	Date

Address	

Email	Phone