

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), \_\_\_\_\_ (“**SELLER**”), hereby gives the undersigned \_\_\_\_\_ (“**FIRM**”), on this date, \_\_\_\_\_, in consideration of **FIRM'S** agreement to list the sale, lease or exchange of property located at \_\_\_\_\_ owned by **SELLER** consisting of \_\_\_\_\_, and including any other property, real or personal, subsequently added thereto, recorded in the \_\_\_\_\_ County Registry of Deeds in Book \_\_\_\_\_ Page \_\_\_\_\_ (“**PROPERTY**”), the exclusive right to sell, lease or exchange said **PROPERTY** at a price of \$ \_\_\_\_\_ on the terms herein stated, or at any other price and terms to which **SELLER** may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which **SELLER** may agree, then **SELLER** agrees to pay **FIRM** a commission of \_\_\_\_\_ of the contract price or \_\_\_\_\_ of the lease amount or \_\_\_\_\_.

2. **THIS AGREEMENT SHALL BE IN EFFECT** from \_\_\_\_\_, through \_\_\_\_\_. Upon full execution of a contract for sale and purchase of the **PROPERTY**, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is canceled. It is understood that unless otherwise indicated below, **FIRM** will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively “**MLS**”) within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the **PROPERTY** is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within \_\_\_\_\_ months after the expiration or rescission of this Agreement to anyone whom **FIRM** has procured, unless the **PROPERTY** has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the **PROPERTY**, showing the **PROPERTY**, or presenting offers on the **PROPERTY**. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned **SELLER** and one half shall belong to the above named **FIRM** as a fee for professional services, or \_\_\_\_\_.

3. **FIRM is not acting as an agent of the SELLER and does not owe fiduciary duties including confidentiality to the SELLER. FIRM is solely acting as a FACILITATOR.** In that role, **FIRM** may only assist **SELLER** by performing ministerial acts, accounting for any funds received and providing reasonable care and skill. (Ministerial acts are defined as acts of an administrative nature such as showing property, preparing offers, conveying offers and agreements between the parties and providing information and assistance concerning professional services not related to real estate.) **FIRM shall not advocate for or counsel SELLER.**

4. **DUTIES OF SELLER. SELLER** acknowledges duty to disclose to **FIRM** all pertinent information about the **PROPERTY**, adverse or otherwise, and **SELLER** understands that all such information will be disclosed by **FIRM** to potential purchaser. **SELLER** hereby agrees to hold **FIRM** harmless from any claims which may result from **SELLER'S** failure to disclose such information about the **PROPERTY**. If any pertinent fact, event or information about the **PROPERTY** comes to **SELLER'S** attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, **SELLER** will immediately notify the potential purchaser and **FIRM** of the same in writing.

5. **COOPERATION WITH OTHER BROKERS - SELLER** authorizes the following forms of cooperation:

(a) Cooperate with licensees from other firms who will represent the interest of the buyer(s). <b>FIRM'S</b> policy is to compensate the buyer agent a _____% commission of the contract price or _____.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by <b>FIRM</b>
(b) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. <b>FIRM'S</b> policy is to compensate facilitators a _____% commission of the contract price or _____.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by <b>FIRM</b>
(c) <b>COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER “ADDITIONAL PROVISIONS.”</b>	
(d) <input type="checkbox"/> None of the Above. <b>If this box is checked, property cannot be placed in MLS.</b>	

**Seller(S) Initials** \_\_\_\_\_ / \_\_\_\_\_      **Firm Representative Initials** \_\_\_\_\_ / \_\_\_\_\_



**6. SPECIAL CONDITIONS - SELLER agrees:**

<input type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised at <b>FIRM'S</b> discretion.
<input type="checkbox"/> Yes <input type="checkbox"/> No	A key to the building will be on file with <b>FIRM</b> .
<input type="checkbox"/> Yes <input type="checkbox"/> No	Lock box may be placed on the property.
<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FIRM</b> must be present for all showings.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Interior pictures of the property may be taken.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Video/virtual tour photography is allowed at <b>FIRM'S</b> discretion.
<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FIRM</b> may disclose existence of other offers.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>SELLER'S</b> name may be submitted to any electronic database or MLS that may be accessed by persons other than <b>SELLER'S</b> broker.
	If "Yes" is checked above:
	<input type="checkbox"/> Yes <input type="checkbox"/> No Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input type="checkbox"/> agents other than <b>SELLER'S</b> broker and <input type="checkbox"/> members of the public.
	<input type="checkbox"/> Yes <input type="checkbox"/> No Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input type="checkbox"/> agents other than <b>SELLER'S</b> broker and <input type="checkbox"/> members of the public.
<input type="checkbox"/> Yes <input type="checkbox"/> No	To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.
<input type="checkbox"/> Yes <input type="checkbox"/> No	To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.

**7. ADDITIONAL PROVISIONS**

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**THIS SERVICE IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
_____ ADDRESS		_____ ADDRESS	
_____ CITY	_____ STATE	_____ CITY	_____ STATE
	_____ ZIP		_____ ZIP
_____ FIRM	_____ BY	_____ TITLE	_____ DATE
_____ ADDRESS	_____ CITY	_____ STATE	_____ ZIP