

EXCLUSIVE AGENCY AGREEMENT

New Hampshire Association of REALTORS® Standard Form

This is to be construed as an unequivocal *Exclusive Agency Agreement* between the Seller and the undersigned Agency.



1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), _____ (“**SELLER**”), hereby gives the undersigned _____ Revolution Real Estate Services (“**AGENCY**”), on this date, _____, in consideration of **AGENCY’S** agreement to list and promote 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 by **AGENCY** 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 **AGENCY** a commission of 1% of the contract price or NA of the lease amount. In the event that a purchaser is procured through the sole efforts of the **SELLER**, **SELLER** shall immediately notify **AGENCY**, and a commission of 0% shall be due and payable to **AGENCY** upon consummation of sale or a commission of NA upon consummation of a lease.

2. **THIS AGREEMENT SHALL BE IN EFFECT** from _____, through _____. Upon full execution of a Purchase and Sales Agreement and Deposit Receipt for sale and purchase of the **PROPERTY**, all rights and obligations of this Agreement will extend with respect to such Purchase and Sales Agreement and Deposit Receipt through the date of closing as specified in the Purchase and Sales Agreement and Deposit Receipt. It is understood that unless otherwise indicated below, **AGENCY** 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 or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone with whom **AGENCY** 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 and Deposit Receipt be forfeited, ~~one half shall belong to SELLER and one half shall belong to AGENCY as a fee for professional services, or~~ _____. I/we acknowledge my/our duty to disclose to **AGENCY** all pertinent information about the **PROPERTY**, adverse or otherwise, and understand that all such information will be disclosed by **AGENCY** to potential purchaser. I/we hereby agree to hold **AGENCY** 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 my/our attention between signing this Exclusive Agency Agreement and the Property Disclosure Report, and the closing, I/we will immediately notify the potential purchaser and **AGENCY** of the same in writing.

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

(a) Cooperate with licensees from other firms who accept AGENCY’S offer of subagency. AGENCY’S policy is to compensate the subagent a _____% commission of the contract price or _____. Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of AGENCY and any sub-agents who are acting on behalf of the SELLER when AGENCY or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by AGENCY
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). AGENCY’S policy is to compensate the buyer agent a <u>2</u> % commission of the contract price or <u>NA</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by AGENCY
(c) Act as a disclosed dual agent. It is understood that SELLER(S) will be notified that a licensee is acting as a dual agent prior to showing and before being asked to consider an offer to purchase the subject property. A Dual Agency Consent Agreement must be executed by buyer and SELLER at such time.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by AGENCY
(d) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. AGENCY’S policy is to compensate brokers in Another Relationship a <u>2</u> % commission of the contract price or <u>NA</u> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by AGENCY
(e) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER “ADDITIONAL PROVISIONS.”	
(f) <input type="checkbox"/> None of the Above. If this box is checked, property cannot be placed in MLS.	

SELLER(S) INITIALS _____ / _____

AGENCY _____ / _____

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4. SPECIAL CONDITIONS

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A For Sale sign may be placed on the property.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Property will be advertised at AGENCY'S discretion
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Lock box may be placed on the property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No AGENCY must be present for all showings
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A key to the building will be on file with the AGENCY	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No May submit the property listing data to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Exterior pictures of the property may be taken.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No May submit SELLER'S name to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Interior pictures of the property may be taken.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Disclose Existence of Other Offers

5. ADDITIONAL PROVISIONS

Seller to pay a fee in the amount of \$500.00 to advertise the property in MLS and other online listing services.

Seller may show the property to prospective buyers.

Listing agent may show the property to prospective buyers.

Seller retains the right to sell the property to buyers introduced to the property by the seller and owe no commission.

Listing Agency, at its sole discretion, may negotiate an alternative commission sharing agreement with cooperating agents not to exceed the amounts outlined in section 1 and 3 above.

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

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
_____ ADDRESS		_____ ADDRESS	
_____ CITY / STATE / ZIP		_____ CITY / STATE / ZIP	
_____ AGENCY	_____ BY	_____ TITLE	_____ DATE
_____ 86 Old Wilton Road		_____ Mont Vernon, NH 03057	
_____ ADDRESS		_____ CITY / STATE / ZIP	