



**Thank you for working with Christopher Michael Real Estate “CMRE NYC”**

Mailing Address: 144 N 7th St #231 | Brooklyn, NY 11249

## **LISTING AGREEMENT**

### **NON-EXCLUSIVE RIGHT TO SELL AGREEMENT/EXCLUSIVE MARKETING RIGHTS**

THIS AGREEMENT is effective \_\_\_\_\_, 2021 and confirms that \_\_\_\_\_ (hereinafter known as “Seller”) has(have) appointed Christopher Michael Real Estate (hereinafter known as “Broker”) to act as Agent on a non-exclusive right to sell but exclusive right to market basis for the sale of Property known as \_\_\_\_\_ In return for the Broker’s agreement to use Broker’s best efforts to sell the above property, the Seller(s) grant’s the Broker the non-exclusive right to sell this property under the following terms and conditions:

### **PERIOD OF AGREEMENT**

1. This agreement shall be effective from the above date and shall expire at midnight on \_\_\_\_\_, 2021.

### **PRICE AT WHICH PROPERTY WILL BE OFFERED AND AUTHORITY**

2. The property will be offered for sale at a list price of \$\_\_\_\_\_ and shall be sold, subject to negotiation, at such price and upon such terms to which Seller(s) may agree. The word Seller refers to each and ALL parties who have ownership interest in the property and the undersigned represent(s) they are the sole and exclusive owners and are fully authorized to enter into this agreement.

### **COMMISSION TO BE PAID TO BROKER**

3. The Broker shall be entitled to and Seller shall pay to Broker one commission of 6% of the selling price OR 4% of the selling price if there is not a cooperating broker representing the buyer. Both the Seller(s) and the Broker acknowledge that the above commission rate was not suggested nor influenced by anyone other than the parties to this agreement.

Seller hereby authorizes Broker to make an offer of cooperation to any other licensed real estate broker with whom Broker wishes to cooperate. If Seller has authorized Broker to cooperate with other licensed real estate brokers, the commission offered by Broker to Christopher Michael Real Estate | 144 N 7th St #231 Brooklyn, NY | License #: 10371201601.

Sub-Agents (another broker who is authorized by Broker to assist in the sale of the Seller's(s') property) shall be 3% of the gross selling price. The commission offered by Broker to Buyer's Agent shall be 3% of the gross selling price. Any commission due for a sale brought about by a Sub-Agent or an authorized Buyer's Agent shall be paid by the Broker from the commission received by the Broker pursuant to this paragraph.

In the event that Seller(s) has authorized Broker to compensate a Buyer's Agent, Seller(s) acknowledges Seller's(s') understanding that such Buyer's Agent is not representing Seller(s) as a Sub-Agent and the Buyer's Agent will be representing only the interests of a prospective purchaser.

## **MARKETING RIGHTS**

4. Seller(s) may not elect to grant marketing rights to any other licensed real estate brokers for the duration of this agreement in order for Brokers to advertise on platforms that require only one broker to represent the listing. Broker acknowledges Seller can have other licensed brokers represent the property to sell and/or privately sell without breach of this agreement.

## **FAIR HOUSING**

5. Broker and Seller(s) agree to comply fully with local, state, and Federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, or marital status and/or familial status, children or other prohibited factors.

## **COMMISSION PAYMENT**

6. A commission is not due to Broker from Seller(s) if the property is sold directly by Seller(s) or another licensed broker the Seller(s) allow to represent the property unless the Buyers(s) are procured by the Broker of this agreement in which commission is then due.

[a] Arbitration. All claims, disputes or other matters in question between Broker (or any cooperating Sub-Agent or Buyer's Agent) and Owner(s), arising out of or relating to this Agreement, shall be determined by arbitration before the American Arbitration Association in White Plains, New York, pursuant to its Commercial Arbitration Rules. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

[b] Escrow. If, for any reason, Broker is not paid the compensation set forth herein on the due date, Owner(s) shall establish an escrow account with a party mutually agreeable to Broker and Owner(s) or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by Owner(s) to said escrow agent and shall be held in escrow until the parties' rights to the escrow Christopher Michael Real Estate | 144 N 7th St #231 Brooklyn, NY | License #: 10371201601 monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) by any other dispute resolution process to which the parties agree in writing.

[c] Attorneys Fees. In any action, proceeding or arbitration brought by the Broker to enforce any provision of this Agreement, or for damages caused by default, the Broker, in the event it prevails, shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event Broker hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof, with or without commencing a legal action, proceeding or arbitration, Owner(s) agrees to pay the reasonable attorney's fees, costs and related expenses incurred by Agent.

**IN-HOUSE SALES**

7. Christopher Michael Real Estate ("CMRE") Listings.

[a] Owner(s) acknowledges being informed and understands that, in addition to representing Owners as Seller Clients, CMRE and its Agents/Sales Associates also represent Buyers as Clients. Owner(s) understands that if he/she expresses an interest in selling to a CMRE Buyer Client, certain differences or conflicts may arise because Owner(s) and Buyer Clients have different interests to protect in the negotiating process.

[b] Owner(s) acknowledges that CMRE and its Agents/Sales Associates shall not disclose to Buyer Clients or Owner(s) confidential information given by either party. Regardless, CMRE and its Agents/Sales Associates must disclose to Buyers other matters required by law which are known, such as property conditions, defects, or other matters affecting property value or desirability.

**ALL MODIFICATIONS TO BE IN WRITING**

8. Seller(s) and Broker agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by both parties

On This \_\_\_\_ Day Of \_\_\_\_\_, 2021

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Print

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Print

\_\_\_\_\_  
Christopher Michael Real Estate

\_\_\_\_\_  
Seller

**A NEW WAY TO REAL ESTATE**