

**BROOKLYN NEW YORK MULTIPLE LISTING SERVICE, I N C.  
LISTING AGREEMENT FOR PROPERTY**

**Commission for the Sale, Lease or Management of Property Shall Be  
Negotiated Between the Listing Broker and the Seller**

**EMPLOYMENT**

1. In consideration of the Broker's expertise, experience and knowledge as well as the Broker's efforts to market the subject property, the use of the service and facilities of the Broker's office and the Broker offering Agency to other Brokers participating in the Multiple Listing Service of BROOKLYN, NEW YORK (hereinafter "MLS") the undersigned owner grants the Broker an EXCLUSIVE RIGHT TO SELL the property known as \_\_\_\_\_.

The listing expires at midnight on \_\_\_\_\_.

2. In the event owner signs a contract of sale during the term of this employment agreement, the parties agree that the above expiration date shall be extended until the time that said contract of sale is fully performed or until such time as said contract fails to be performed either by its terms or because of the default of the buyer. Nothing herein contained is intended to reduce the term of this agreement.

3. The owner authorizes the Broker to appoint the participants of the MLS, as Agents with respect to the performance of this agreement. The Broker shall appoint any other Agents or deal with any other Real Estate Brokers only when the Broker believes such appointment is in the owner's best interest. The owner shall be advised of all such appointments of Brokers not affiliated with the MLS and may object to such appointment. All such advice and objections shall be by written notice.

**REPRESENTATIONS OF BROKER**

4. That in consideration of this EXCLUSIVE RIGHT OF SALE, Broker agrees:

- a. To submit this listing to the MLS for distribution within two (2) business days of the Owner signing this Contract.
- b. To use due diligence in procuring a purchaser for the above-described property.

**REPRESENTATIONS OF OWNER**

5. That in consideration of the obligations of the Broker, Owner agrees:

- a. That Owner warrants and certifies, to the best of their knowledge that all of the record title holders of the subject property, or their duly authorized agents, have signed this Contract in the space provided below and that there are no other signatures required on behalf of the Owner in order to grant broker the exclusive right to sell said Property.
- b. That Owner shall immediately refer to Broker all inquiries pertaining to the sale and purchase of said Property.
- c. That during the term of this Contract Broker shall have access to the Property and to the building or buildings on said Property for the purpose of showing the same at all reasonable hours by Broker or their agent, and should the Property be occupied by persons other than Owner, Owner agrees to notify the person(s) of the Broker's right to access, and Owner shall be responsible for the actions of any tenant or other persons in possession of the Property in permitting the Broker reasonable access of the Property.
- d. That during the term of this Contract, Broker may place "For Sale" signs on the Property, unless said signs are prohibited by governmental authorities or matters of public record, in which case Owner agrees to notify Broker of said prohibited ordinance or restriction.
- e. The broker may take and use photos of subject property for purpose of public and private display as a form of marketing subject property.

**PRICE OF SALE AND COMMISSION AMOUNT**

6. The price at which said property is to be offered is \$ \_\_\_\_\_ Dollars.

The owner hereby agrees to pay the Broker a commission of \_\_\_\_\_ under any of the following circumstances:

**WHEN COMMISSION IS EARNED**

7. (a) When the Broker brings about a buyer ready, willing and able to buy on the terms set forth above; or (b) when the broker brings about a buyer ready, willing and able to buy at another price or on other terms to which the owner agrees or consents either verbally or in writing; or (c) when the broker is the procuring cause of sale consummated between the owner and a purchaser, or (d) if the owner finds a buyer for the property during the term of this agreement; or (e) if another Broker, finds a buyer during the term of this agreement.

The owner agrees and understands that the success of an Agent in accomplishing the result is the same as the Broker.

Compensation to Brokers Agent \_\_\_\_\_ Buyers Agent \_\_\_\_\_

**THE SELLER IS UNDER NO OBLIGATION TO COMPENSATE A COOPERATING BROKER. IT IS THE SELLER, NOT THE LISTING BROKER, WHO HAS THE RIGHT TO ESTABLISH THE AMOUNT OF COMPENSATION, IF ANY, TO A COOPERATING BROKER.**

The owner(s) agrees and understands that should they employ any other Broker to sell, rent or exchange or otherwise dispose of the above property or any part thereof, and should said Broker be successful during the term of this agreement or should they personally sell, rent, exchange or otherwise dispose of the above property or any part thereof that they will be liable to the undersigned Broker for the amount of the commission set forth in this agreement.

**DISCLOSURE BY OWNER OF PROPERTY DEFECTS**

8. Owner specifically acknowledges and understands that where Owner knows of facts materially affecting the value or desirability of the Property, whether said facts are readily observable or not readily observable, then Owner is under a duty to disclose said facts to the Buyer and to the Broker. If Owner knows of said facts, he shall set them forth in writing under the "Special Clauses" provision below or by written document attached to this Exclusive Right of Sale Listing Contract and presented upon execution of this Contract. Owner has fully reviewed this Contract and the information relative to said Property (as shown in the listing information above and/or the attached listing information sheet) and Owner warrants, to the best of his knowledge, the accuracy of said information. Owner agrees to indemnify and save harmless Broker and those relying thereon for damages resulting from the inaccuracy of said information and from Owner's failure to disclose any facts materially affecting the value or desirability of the Property.

**ARBITRATION**

9. The merits of any dispute arising under or in connection with this agreement shall be determined by arbitration before an arbitrator in the county of New York, State of New York pursuant to the commercial arbitration rules then in effect with the American Arbitration Association. Judgment upon the award rendered may be entered in any court of competent jurisdiction. Should the disputed amount not exceed the jurisdictional limit of the Civil Court of the City Of New York, the parties may initiate an action in the Small Claims Division of that forum.

**IF YOU SIGN A SECOND EXCLUSIVE AGREEMENT DURING THE TIME OF THIS EXCLUSIVE AGREEMENT YOU MAY BE LIABLE FOR BOTH LISTING BROKERS COMMISSIONS**

OWNER: \_\_\_\_\_  
(Signature of Owner)

ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_  
(Signature of Owner)

PHONE: RES: \_\_\_\_\_ OFFICE: \_\_\_\_\_

DATE: \_\_\_\_\_

BROKER: \_\_\_\_\_

LISTING SALESPERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BROKER'S SIGNATURE: \_\_\_\_\_

PHONE: \_\_\_\_\_

I/WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT:

The following explanations are provided for your review and signature:

- (1) An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the owner of the property find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.
- (2) An "EXCLUSIVE AGENCY" listing means that if you, The owner of the property, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.
- (3) I have been informed of a list of the participating BROKERS in the MLS, which is available on the MLS website - bnymls.com.

Signature of owner \_\_\_\_\_ Owner \_\_\_\_\_

**The Human Rights Law of the State of New York< prohibits a Broker from discriminating In the rental or sale of real properly based upon Race, Creed, Color, National Origin, Sex, Age, Disability or Familial Status.**