

STATEN ISLAND MULTIPLE LISTING SERVICE, INC.
 A SERVICE OF THE STATEN ISLAND BOARD OF REALTORS®, INC.
LISTING AGREEMENT FOR THE SALE OF REAL PROPERTY

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1. **EMPLOYMENT.** In consideration of the Broker's experience, knowledge and efforts to market the subject property, the use of the service and facilities of the broker's office, and the Broker offering cooperation and compensation to Cooperating Brokers participating in the Staten Island Multiple Listing Service (hereinafter "MLS"), the undersigned owner grants the Broker an *Exclusive Right To Sell* for the property known as:

(Street Address) _____ (City) _____, New York.

Block # _____ Lot # _____ This listing expires at midnight on _____ . Marketing services to be rendered: _____

I do _____ I do not _____ (initial one) authorize Internet marketing. I do _____ I do not _____ (initial one) authorize broker to place a sign on the property.
 I do _____ I do not _____ (initial one) authorize a Lock Box to be placed on the property.

2. **PRICE AND TERMS OF SALE.** The Price at which said property is to be offered is \$ _____. The terms upon which said property is to be offered are as follows: _____

The undersigned owner(s) attests to being the sole owner(s) of the property and have authority to sell. The undersigned owner and Broker both agree that the above price and terms of sale, and other terms of this agreement may be changed upon written authorization of the owner.

In the event owner signs a binder/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.

Sellers are advised to contact an attorney when considering secondary offers while an existing transaction is pending.

Owner(s) and Broker acknowledge that the Human Rights Law of the City of New York prohibits discrimination in the rental or sale of real property based upon a person's actual or perceived Race, Color, National Origin, Gender (including gender identity), Disability, Sexual Orientation, Creed, Marital or Partnership Status, Alienage or Citizenship Status, Age, Lawful Occupation, Lawful Source of Income or Familial Status (i.e., because children are or may be residing with the person).

3. **COMMISSION TO BE PAID.** The owner hereby agrees to pay the Broker a commission of _____ % of sale price (or \$ _____) under any of the following circumstances: **COMMISSION IS EARNED** (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 procuring cause of sale consummated between the owner and a purchaser; or (d) if another Broker, not a sub-agent or broker's agent, finds a buyer during the term of this agreement; or (e) if the owner finds a buyer for the property during the term of this agreement; or (f) if the property is sold, leased or exchanged within a period of _____ days, the protection period, from the expiration of this listing or any extension thereof to a buyer introduced to the property during the term of this listing agreement. (However, the Owner shall not be obligated to pay such commission if a valid listing agreement is entered into during the term of the protection period with another licensed real estate broker and the sale, lease or exchange of the property is made during the term of the protection period.)

TERMINATION. Owner(s) understands that if I/we terminate the listing broker's authority prior to expiration of its term, the listing broker shall retain its contract rights to a commission and recovery of related expenses and any other damages incurred by reason of my/our early termination.

4. **COOPERATING BROKER.** The broker employed by this agreement is an agent of the owner/seller. Cooperating Brokers will act under this agreement as a broker's agent of the Listing Broker or as a buyer's broker. The owner agrees and understands that the success of a Cooperating Broker in accomplishing the results of paragraph 3 (a), (b), or (c) is the same as the Broker accomplishing one of these results; A portion of the Commission in paragraph 3, above, will be offered to compensate a Cooperating Broker. The compensation to Cooperating Brokers will be as follows:

THE CHOICE OF COMPENSATION OFFERED TO COOPERATING BROKERS CAN IMPACT THE MARKETING OF THE PROPERTY.

To Buyer's Agent _____ % of sale price (or \$ _____) (and / or) To Broker's Agent _____ % of sale price (or \$ _____)

Cooperating Broker Pays: \$ _____ SIMLS Submission Fee (and / or) \$ _____ Transaction Fee

All offers to purchase the listed property shall be submitted either through: (initial one) the listing broker _____ or the cooperating broker _____
 Under either condition the cooperating broker or his/her representative has the right to participate in the presentation of their buyer's offer.

5. The owner agrees to indemnify and hold harmless the Broker, and any Cooperating Brokers from any claim arising out of personal injuries to a tenant or any other persons injured in or on the property, and/or loss or damage to personal property.

6. **NEW YORK STATE HOME EQUITY THEFT PREVENTION ACT.** Owner acknowledges that Owner is aware of the Home Equity Theft Prevention Act and particularly the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same (initial one of the following), _____ Owner warrants and represents to Agent that: (a) Owner is not in default of any mortgage affecting this property by reason of there being payments due and unpaid on any mortgage for two (2) months or more; (b) there are no actions pending against the real property to foreclose a mortgage; and (c) the property which is the subject of this listing is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date or, _____ Owner confirms that s/he is subject to one or more of the conditions outlined above, in this paragraph 6, and broker is instructed to notify Owner's attorney prior to the issuance of a sales contract. In the event that the above circumstances change after the execution of this listing agreement, Owner hereby covenants and agrees that Owner will communicate with Agent regarding any of the matters referred to above in paragraph 6 (a), (b) or (c) and to keep Agent fully apprised of same.

7. **USE OF LISTING CONTENT - INTELLECTUAL PROPERTY LICENSE.** Unless Seller delivers to Broker a written certification, in a form acceptable to Broker, that Seller does not desire the Listing Content to be disseminated by a multiple listing service, Seller acknowledges and agrees 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 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. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the copyright or other rights of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

8. Broker shall have the rights set forth in Real Property Law Section 294-b, the Commission Escrow Act. Notice is hereby given to the Seller that: **AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.**

9. If the Broker does not avail him/herself of the benefits of the New York State Commission Escrow Act in paragraph 8, then the parties agree that the merits of any dispute arising under or in connection with this agreement shall be determined before an arbitrator in the 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.

DEFINITION OF "EXCLUSIVE RIGHT TO SELL" and "EXCLUSIVE AGENCY"

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. 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.

WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS EXCLUSIVE RIGHT TO SELL AGREEMENT

OWNER: _____
 (Signature of owner)

MAILING ADDRESS: _____

OWNER: _____
 (Signature of owner)

OWNER PHONE: RES: _____ OFFICE: _____

DATE: _____

LISTING FIRM: _____

LISTING SALESPERSON: _____

(signature): _____