

Date _____
Seller Name _____
Seller Address _____
City, State Zip _____

Re: EXCLUSIVE RIGHT TO SELL: TOWNHOUSE AND MULTI-FAMILY BUILDING

Property Address _____
Property Apt # _____
City, State Zip _____
(hereinafter "the Property")

Dear _____

Keller Williams Realty Empire is pleased to provide you with exclusive brokerage and marketing services for the sale of the above- referenced Property, through Agent(s) _____

The terms and conditions of this agreement are as follows:

- ✓ **Listing Price:** \$ _____
- ✓ **Annual Real Estate Taxes:** \$ _____

1. You hereby grant us, Keller Williams Realty Empire, the exclusive right to sell the Property.
2. You represent to us that you are the owner(s) of, or authorized legal representative of the Property and are fully authorized to sell the Property and enter into this Agreement.
3. This agreement shall be effective as of _____ and continue in full force and effect until _____ (hereinafter the "Term"). In the event you are negotiating with a prospective purchaser during the Term of this Agreement, you agree that the expiration date of this Agreement shall be extended until such time as a closing takes place for the Property in accordance with the terms of the contract, or until such time as the sale contemplated in the contract is terminated, for whatever reason. Nothing contained herein is intended to reduce the Term of this Agreement.
4. You authorize us to offer the Property for sale at a price set forth below or subsequently authorized by you in writing, and represent that the real estate taxes are as listed below. You also agree that we may rely on any other information you provide to us about the Property.

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5. We agree to offer the Property for sale; advertise and market it; arrange inspections and open houses, and submit to you and negotiate all offers made by prospective purchasers. We agree to advertise the Property at our expense. You authorize us to create and direct all marketing and agree that no other advertising or marketing shall be permitted unless specifically authorized by us. In our effort to best market and advertise the Property we will arrange for professional photography and other media such as floor plans, videography, virtual staging, etc. (if appropriate). To permit scheduling, preparation, and completion of these services you hereby permit us to: (i) complete these services, and (ii) delay the marketing, advertising, and releasing of listing information to the brokerage community and general public for a period of up to five (5) business days.

6. Compensation.

If, during the term of the Listing Agreement, the Property is sold, Seller shall pay compensation as follows:

a. Listing Firm Compensation: ____% of the Property's final sales price, or \$_____ [insert dollar amount]. Where the Buyer chooses to be unrepresented by a brokerage firm, the Listing Firm compensation shall be ____% of the Property's final sales price, or \$_____ [insert dollar amount].

b. Buyer Brokerage Firm Compensation: ____% of the Property's final sales price, or \$_____ [insert dollar amount] shall be paid and directed to the brokerage firm representing the Buyer ("Buyer Brokerage Firm"), including brokers affiliated with Listing Firm and representing Buyer.

- This offer to compensate Buyer Brokerage Firm may not be rescinded, withdrawn or reduced to any buyer and/or Buyer Brokerage Firm who notifies Listing Firm or Seller of their intention within the next 72 hours to submit an offer to purchase the Property.

- In all other instances, this offer may only be modified in writing and agreed upon by Buyer and Buyer Brokerage Firm. Buyer Brokerage Firm is an intended beneficiary of this Listing Agreement.

- Dual agency: If the Listing Broker is a disclosed dual agent, representing both Seller and Buyer, and both Seller and Buyer accept Listing Broker as a dual agent, compensation to the Listing Firm shall be ____% of the Property's final sales price, or \$_____ [insert dollar amount].

- Compensation shall be due and payable whether the Property is sold to (a) an independent third party; (b) to the Board of Managers or Directors of the building in which the Property is located (exercising its right of first refusal), or (c) to a current lessee of the Property.

7. You understand that we represent you except if another Keller Williams Realty Empire agent represents the buyer. In that case, you authorize Keller Williams Realty Empire to act as a dual agent with designated agents representing the seller and buyer. In all instances, Keller Williams Realty Empire treats all parties fairly and honestly.

8. Payment of the commission shall be disbursed from the proceeds paid to the owner at the closing and shall be in the form of a certified check or attorney's escrow check. If a closing of the sale does not occur for any reason whatsoever, except for the willful default of the Seller, no commission shall be due. If you willfully default and fail to close on the sale of the Property, after a contract of sale is fully executed, then we shall be entitled to our full commission.

9. During the term of this agreement, you agree to refer to us all inquiries, proposals and offers received by you regarding the Property including, but not limited to, those from principals and other brokers. You further agree to conduct all negotiations with respect to the sale or other disposition of the Property solely and exclusively through our firm. If, during the term of this agreement, you decide to offer the Property for rent/sublet, either simultaneously with or instead of for sale, KWEmpire will have the exclusive right to rent/sublet the Property.

10. Pursuant to the Real Estate Board of New York's Residential Code of Ethics and Co-Brokerage Agreement, within three (3) business days after the expiration of this Agreement, we will deliver to you in writing a list of no more than six (6) names of persons who inspected the Property during the term of the listing. If within ninety (90) days after the expiration of this Agreement, a sales contract or lease for the Property is executed with any of the six persons, or by family members, business entities or any other party related to a person named on the list, Keller Williams Realty Empire shall be entitled to the commission provided for under Paragraph 6 of this Agreement.

11. In the event that a purchaser defaults and does not close and you receive any funds or retain any deposit as a result of a contract of sale signed by a person introduced during the Term of this agreement, you agree to pay us a commission in accordance with Paragraph 6 of this Agreement on such amounts retained.

12. This agreement shall be subject to, and governed by the laws and jurisdiction of the State of New York, without regard to conflicts of laws provisions. Should it be necessary for us to initiate arbitration proceedings as a result of your failure to pay the commission as stated herein, we shall be able to recover any and all reasonable legal fees including costs and disbursements incurred therein.

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13. This Agreement represents and embodies the entire agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This Agreement shall bind and benefit the personal representatives, successors, and assigns of the parties, and may not be changed, rescinded, or modified, except by a writing signed by both parties. This Agreement shall not be binding upon either party until a counterpart thereof is signed by you and by a corporate officer of Keller Williams Realty Empire.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original agreement, but all of which shall constitute but one and the same agreement. Facsimile, scanned and emailed, and digital signatures on this Agreement shall constitute original signatures of the parties.

15. COMMISSION ESCROW ACT: 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.

16. LEAD PAINT DISCLOSURE LAW: If your Property was built prior to 1978, you have an obligation to disclose to the Purchaser and the Purchaser's agent all information known to you regarding the presence of lead-based paint and lead-based paint hazards within this target housing. All information known to the Seller's agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing will be disclosed to the Purchaser. Federal Laws require that the Purchaser be given a 10 day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint before becoming obligated under the contract of sale to purchase the target housing. In order to comply with federal laws regarding disclosure and information on lead based paint, we are attaching a copy of the publication "Protect Your Family from Lead in Your Home" and the disclosure form which you must fill out and return to us with this Agreement. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law [42 U.S.C. 4852 (d)] and that you are aware of your responsibility to ensure compliance therewith as applicable.

17. PROPERTY CONDITION DISCLOSURE ACT: Pursuant to Article 14 of the New York State Real Property Law, all Sellers of 1-4 family residences (excluding condominiums, cooperatives, and unimproved land) must provide Purchasers with detailed Property Condition Disclosure Statements before entering into binding contracts. Failure to provide the Disclosure Statement does not alleviate the Seller of their obligations under the law.

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18.FAIR HOUSING NOTIFICATION: Keller Williams Realty Empire is committed to, and conducts business in accordance with, all Federal, State and Local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of their protected class. It is agreed that this property is listed in full compliance with these laws and our policy.

19.Arbitration: The merits of any dispute arising under or in connection with this agreement, shall be determined 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 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.

- In the event that the Property is sold pursuant to this Agreement and a dispute concerning “procuring cause” of such sale arises, between *Buyer and Seller agents who are Real Estate Board of NY (REBNY) member firms*, Seller agrees to submit such dispute for arbitration before the Real Estate Board of New York (“REBNY”).
- Seller further agrees to provide timely notice of such a dispute to Listing Broker, and comply with any reasonable requests from REBNY in connection to the arbitration of such dispute. This paragraph shall survive termination and extension of this Agreement.
- Seller instructs Listing Broker to accurately transmit offer of compensation to the buyer’s broker over the REBNY RLS and to make any further updates or revisions as necessary, in accordance with the terms of the RLS Universal Co-Brokerage Agreement (“UCBA”).

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Please Read:

Owners/Landlords/Property Managers are advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential Buyer/Tenant is viewing the property, the Seller/Landlord/Property Manager understands that the listing agent must disclose the presence of the device.

Please Check One:

The property ☐ does ☐ does not have a device that can mechanically overhear a conversation.

If the foregoing meets with your approval, please sign and return the enclosed copies of this agreement. A countersigned copy will be returned to you either by email, facsimile, mail, or in person.

Sincerely,

Agent Name _____

Agent Name _____

Agent Title _____

Agent Title _____

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**DISCLOSURE TO SELLER REGARDING
PROPERTY CONDITION DISCLOSURE STATEMENT**

As the seller of residential real property, you are required by Law to complete and sign a Property Condition Disclosure Statement as prescribed by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding-contract sale. A copy of the Property Condition Disclosure Statement containing the signature of both the buyer and the seller must be attached to the real estate purchase contract. If you acquire knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, you must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will you be required to submit a revised Property Condition Disclosure Statement after the transfer of title from you to the buyer or after the buyer has commenced occupancy of the property. It is strongly recommended that you consult with your attorney concerning the submission of the Property Condition Disclosure Statement prior to releasing it to the prospective buyer.

I have received and read this disclosure notice.

Dated: _____ Seller: _____

Dated: _____ Seller: _____

SIGNATURES IMMEDIATELY FOLLOW

AGREED TO AND ACCEPTED BY:

Seller: _____ Date: _____
Phone: _____
Email: _____

Seller: _____ Date: _____
Phone: _____
Email: _____

APPROVED BY:

Charles Olson Date _____
Real Estate Broker
(BOR)
Keller Williams
Realty Empire

EXPLANATION: 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 finds 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.

EXPLANATION OF COMMISSION:

****Broker commissions are not set by law and are fully negotiable.***