

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This is an Agreement between a SELLER and Keller Williams Realty Boston-Metro (BROKER) whereby SELLER contracts with BROKER to engage in listing and marketing services, contract negotiation, and advocacy services throughout the real estate listing and sale process for the real property. The undersigned SELLER grants the undersigned BROKER the exclusive right to sell the Property for the Term. SELLER understands that having multiple exclusive real estate listing agreements simultaneously may lead to SELLER paying additional fees. Thus, SELLER confirms that SELLER is not a party to any active exclusive real estate listing agreements besides this one.

1. PROPERTY

The Property to be listed, marketed, and sold under this Agreement is as follows:

Street Address: _____
Town/City: _____ County: _____ State: _____ Zip Code: _____

Identification: Legal Description, Tax ID # or Parcel # or Lot, Block: _____

2. LISTING PERIOD

This Agreement shall begin on _____ and end on _____
unless extended in a written document signed by both parties.

3. LISTING PRICE

The listing price for the PROPERTY shall be \$ _____ or such other price and terms as the SELLER may approve in writing. Any adjustment in the listing price must be agreed upon in writing between the SELLER and BROKER.

4. CONSENT TO DESIGNATED AGENCY

A designated agent is a real estate licensee appointed by a broker to represent a buyer as a “designated buyer’s agent” or appointed by a seller as a “designated seller’s agent.” When a buyer or seller consents to designated agency, only that designated agent represents the buyer or seller. Any other agents affiliated with the BROKER may represent another party to the transaction. By consenting to designated agency, the buyer or seller permits those agents to represent another party. Individuals who are designated agents owe fiduciary duties to their respective clients. SELLER is further advised that

(a) the Designated Seller’s Agent will represent the SELLER and will owe the SELLER the duties of loyalty, full disclosure, and confidentiality to account for funds, reasonable care, and obedience to lawful instruction;

(b) all other licensees affiliated with the appointing BROKER will not represent the SELLER, nor will they owe to the SELLER the other duties specified in paragraph (a), and they may potentially represent the buyer and

(c) if designated agents affiliated with the same BROKER represent the SELLER and buyer in a common transaction, the appointing BROKER shall be a dual agent and neutral as to any conflicting interests of the SELLER and buyer.

However, the appointing broker will continue to owe the SELLER and the buyer the duties of confidentiality of material information and account for funds. BROKER will promptly notify SELLER if the LISTING AGENT/BROKER is a designated agent for the buyer and SELLER in a transaction.

SELLER consents to designated agency and acknowledges that Agent _____,
License Number _____, has been appointed as Seller's DESIGNATED AGENT.

5. DUTIES AND REPRESENTATIONS

By this Agreement, the SELLER grants to the BROKER the exclusive right to sell the PROPERTY, as the SELLER's agent, during the term of the Agreement or any extension, and the SELLER agrees to refer to the BROKER all inquiries SELLER receives concerning the Property and to cooperate in BROKER's marketing of the property including but not limited to completing the Lead Paint Property Transfer Notification Certification (if the Property was built before 1978). The SELLER acknowledges receipt of the Massachusetts Mandatory Licensee-Consumer Relationship Disclosure.

The SELLER acknowledges the BROKER is obligated by law to disclose all material information BROKER knows about the PROPERTY to prospective buyers. The BROKER's duty to disclose includes but is not limited to material information the SELLER provides to the BROKER, all of which information the SELLER represents to be accurate. It shall not constitute a violation of any duty owed by the BROKER or by any agent associated with the BROKER to disclose to a third party any material not known to the BROKER about the Property, to advise a prospective buyer of the availability of a competing property, or to assist a buyer with the purchase of another property.

The SELLER is responsible for preparing the Property for marketing to minimize the likelihood of injury, damage, and loss.

The SELLER understands and agrees that, at BROKER's discretion, showings may be conducted by licensees other than the BROKER or its AGENTS SELLER further understands and agrees that other licensees and prospective buyers are entitled to photograph and videotape the PROPERTY unless expressly prohibited by SELLER in writing.

The SELLER agrees that SELLER has retained the BROKER to provide professional real estate services only and that these services do not include: (1) acting as an attorney, home inspector, pest/termite inspector, septic inspector, or surveyor; (2) determining the condition of the Property; (3) providing legal advice; (4) providing an opinion concerning the lawfulness of current or anticipated uses; or (5) performing a title search. If SELLER needs or requires these excluded services, SELLER will consult with parties other than BROKER. At SELLER's discretion, SELLER shall consult with third-party advisors for specific legal, financial, tax, and other professional advice.

DESIGNATED AGENT may provide the SELLER with the names of professionals, including but not limited to attorneys and contractors, to assist the SELLER. SELLER agrees DESIGNATED AGENT would provide such names for informational purposes only, and this courtesy would not constitute a representation or recommendation concerning any particular person or business. SELLER understands and agrees that neither BROKER nor DESIGNATED AGENT has verified the credentials, license, or insurance coverages of such persons or businesses, and it is the responsibility of the SELLER to investigate and assess all information that may be relevant.

The SELLER agrees to comply with all applicable Federal, State, and Local Fair Housing Laws.

The SELLER agrees and represents that SELLER possesses, and shall continue to possess, full legal authority to sell the Property and to execute documents concerning the Property sale. SELLER will promptly provide all documentation reasonably requested by the BROKER to confirm the SELLER's ability to perform under this Agreement.

The SELLER shall provide timely disclosure to BROKER of Property conditions, including immediate disclosure of any known hidden defects concerning the Property or its surroundings.

The SELLER shall cooperate with the DESIGNATED AGENT and BROKER in the sale process and act in good faith to accomplish the sale of the Property;

The SELLER shall promptly inform the BROKER of any past-due mortgage loan payments, tax payments, insurance payments, homeowner association payments, or utility payments.

The SELLER shall inform the BROKER before leasing, mortgaging, or encumbering the Property.

6. LISTING BROKER'S PROFESSIONAL FEE

If, during the term of this Agreement or any extension, the PROPERTY is put under a binding agreement to be sold, the SELLER shall owe the BROKER a commission in the amount of _____% of the NET selling price.

Unrepresented Buyer. If an Agent/Broker does not represent the BUYER, then BROKER assumes additional liability and paperwork responsibility. In this scenario, BROKER will **not** represent the BUYER but will facilitate the completion of necessary forms and ensure fair treatment of all parties. In this situation, in addition to the fee described in the preceding paragraph, the SELLER will compensate the BROKER an additional _____% of the NET selling purchase price of the Property, as reflected on the final settlement statement.

The SELLER shall compensate the BROKER per the above paragraphs at the time set for closing, and SELLER agrees that BROKER may deduct such compensation from the sale proceeds. The SELLER shall also owe a fee to BROKER upon sale of the Property to any person who was introduced to the Property during the term or any extension of this Agreement or who entered into an agreement to purchase the Property during the term during any extension, or within 90 days after expiration of the term or any extension, regardless of the date that title passes, except if the SELLER has entered into an exclusive agreement with another broker in good faith.

SELLING BROKER or BUYER BROKER Commissions are not legally set and are fully negotiable.

7. BUYER BROKER'S PROFESSIONAL FEE

The SELLER is not required to compensate brokers who represent the buyer; however, a buyer may request such a payment as a term of an agreement for the purchase of the PROPERTY, the amount of which is fully negotiable.

In addition to the fee outlined in Section 6 of this agreement, SELLER authorizes the LISTING BROKER to offer the following BUYER BROKER'S FEE to those licensed brokers who procure a ready, willing, and able buyer.

CHOOSE OPTION (a) or OPTION (b):

a. ☐ _____% of the NET selling price. SELLER authorizes LISTING BROKER to inform BUYER or BUYER AGENT that SELLER may agree to pay buyer broker professional fee.

OR

b. ☐ SELLER authorizes LISTING BROKER to inform BUYER or BUYER AGENT that SELLER may agree to pay buyer broker professional fee, which will be negotiated between BUYER and SELLER at the time of offer.

If the BUYER requests that the SELLER pay the BUYER's BROKER an amount greater than what is reflected above in Section 6, the SELLER and BUYER shall negotiate this request. The result of that negotiation shall not alter any other terms of this Agreement except if the BROKER and SELLER have agreed in writing.

The SELLER understands that the SELLER is not required to offer a fee for BUYER BROKER services. That fee is not fixed, controlled, or recommended by law or any other person or entity and is fully negotiable.

8. WIRE FRAUD ADVISORY

Please be advised that the BROKER or DESIGNATED AGENT will never ask SELLER via email or text to wire or send funds to anyone, not even an attorney. ALWAYS CONFIRM WIRE INSTRUCTIONS via PHONE. DO NOT COMPLY WITH EMAIL INSTRUCTIONS TO WIRE FUNDS. Before wiring any real estate related funds, SELLER should always call the receiving party to confirm the request's legitimacy (confirm the routing number and credit account number). Do not use a phone number provided to you via email. Instead, we suggest that the SELLER independently obtain the party's contact information via a business card, website, contract, or an alternate dependable source.

9. ENTIRE AGREEMENT/GOVERNING LAW

This Agreement is the entire agreement between the parties. SELLER has read this Agreement, understands its contents, and received a copy when signing. This Agreement is binding upon the parties' heirs, successors, and personal representatives. The assignment shall not limit the rights of the LISTING BROKER. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Unless otherwise stated, this Agreement may not be modified except in writing and signed by both parties.

10. RECORDINGS

The SELLER understands it is a crime in Massachusetts to secretly hear or record another individual without their knowledge and consent. While video surveillance equipment that does not transmit or record sound is not specifically prohibited, the secret use of such equipment may violate Massachusetts law, giving all persons a right to privacy. SELLER agrees that whenever a showing, open house, or other property inspection is conducted, SELLER shall disable any recorder, surveillance equipment, or similar device unless visitors are clearly aware that any such device is in use.

This document creates binding legal obligations. For legal advice, contact an attorney.

11. Additional Terms.

BY SIGNING BELOW, SELLER and BROKER agree to the terms outlined in this Agreement.

SELLER: _____, _____
(Signature) (Date) (Print Name)
_____, _____
(Telephone) (E-Mail)

SELLER: _____, _____
(Signature) (Date) (Print Name)
_____, _____
(Telephone) (E-Mail)

BROKER: Keller Williams Realty Boston-Metro

AGENT: _____, _____
(Signature) (date) (Print Name)
_____, _____
(Agent's License #) (Telephone) (Agent's Email)