

Exclusive Agency Agreement

Date of this Agreement: _____ / _____ / _____

Address of Property: _____

Seller(s): _____

List Price: _____

Present Encumbrances: ☐ first mortgage ☐ second mortgage ☐ right of way/easement
☐ tax lien ☐ other _____

Terms of Sale: _____

Listing Beginning Date: _____ / _____ / _____

Listing Ending Date: _____ / _____ / _____

Fee: _____

Special Showing Instructions including exceptions to Internet display: _____

ENVIRONMENTALLY HAZARDOUS CONDITIONS AND MATERIALS

	<u>Is Present</u>	<u>Is Not Present</u>	<u>Was Removed</u>	<u>No Knowledge of its presence</u>
Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mold	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Underground Storage Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Radon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGREEMENT

1. Fees:

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIATED BETWEEN YOU AND THE BROKER.

Seller(s) agrees to pay Broker the service fee specified above (a) if Broker or its agent(s) produces a Buyer who is ready, willing and able to purchase the Property listed above, hereinafter referred to as "the Property," at the List Price and on the Terms stated, or at such other price or such other terms as may be acceptable to Seller(s) or (b) if a sale or exchange of said Property is made by Seller(s) to any buyer who became interested in the Property through or on account of Broker during the term of this Exclusive Agency Agreement or any Protection Period set forth below. Seller(s) retains the right to sell the Property himself or herself without obligation to Broker. Seller(s) is not obligated to pay a commission to the Broker unless Broker has introduced Buyer to the Property. If a fee is to be computed with reference to the sale or purchase price, the sale or purchase price shall be the greater of the amount shown as purchase or sale price on the Purchase and Sale Contract between Seller(s) and Buyer without reference to any credits or pro-rations, or the amount on which the conveyance tax due the Commissioner of Revenue Services is calculated, whichever is greater.

2. Protection Period:

Seller(s) agrees to pay the service fee to Broker should a sale be made directly or indirectly within the Protection Period to any party Broker has submitted the Property to during the term of this Exclusive Agency Agreement and/or _____ days following the term and Broker notifies Seller(s) in writing of the submissions during the term of this Exclusive Agency Agreement. This paragraph shall not apply if Seller(s) subsequently executes a valid exclusive listing with any other real estate broker.

3. Marketing:

Broker agrees to market the Property for sale and to make a diligent effort to sell at the List Price and on the Terms stated herein until there is an enforceable contract for the sale of the Property or this Exclusive Agency Agreement



expires, whichever occurs first.

4. **Signs and Keys:** Seller(s) gives Broker the right to place a "For Sale" sign on the Property and to remove all other "For Sale" signs during the term of this Exclusive Agency Agreement. Seller(s) agrees to furnish Broker with a key to the Property and to permit Broker to place a keybox or lockbox on the door.
5. **Entry and Control:** Broker or any of its agent(s) may enter the Property at reasonable times for the purpose of showing it to prospective buyers in accordance with any Special Showing Instructions as noted above. Seller(s) acknowledges that Broker has a duty under State Regulations and the Code of Ethics to cooperate with other brokers to show the Property. Seller(s) and Broker agree that Seller(s) shall at all times have control over the Property, its maintenance and preparation for showing to prospective buyers. Seller(s) agrees to indemnify and hold Broker, its agent(s), its successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the physical condition of the Property.
6. **Seller(s) Agrees:**
 - (a) To complete and keep updated a Connecticut Residential Property Condition Disclosure Report and Title X Lead-based paint disclosure (if applicable) and authorizes Broker to disclose the information contained therein.
 - (b) Seller(s) is either the Owner(s) of the Property or has full authority to enter into this Agreement.
 - (c) Seller(s) has received a copy of this Agreement.
 - (d) Seller(s) represents that there are no other listings or agreements in effect concerning this Property, including but not limited to Open Listings and Exclusive Agency Listing Agreements.
 - (e) Seller(s) understands that names of attorneys, contractors, and other professionals are furnished as a convenience to Seller(s) and are not an endorsement, or guaranty of those professionals or their work product, and that Seller(s) is not required to utilize the services of any of these companies or individuals.
 - (f) To pay reasonable attorney's fees that Broker may incur to collect any monies due under this Agreement.
 - (g) Broker reserves the right to terminate this Agreement unilaterally by written notice to Seller(s) if Broker has reasonable cause to believe Seller(s) may be unable to consummate a sale of the Property for the List Price set forth above by reason of liens, encumbrances, title disputes or other matters affecting title to the Property, or legal authority to convey the Property.
7. **Property Information:** Seller(s) has reviewed the information contained in this Exclusive Agency Agreement, the property data sheet and any other disclosure of information forms where Seller(s) supplies information. To the best of Seller's knowledge and belief, Seller(s) represents that any material defects regarding the Property have been disclosed to Broker and the information contained in such information forms are complete and accurate. Seller(s) agrees to indemnify and hold Broker or its agent(s) harmless from any claim, action, damage or cost, including attorney fees that Broker or its agent(s) may incur resulting from an incorrect or inaccurate representation, a misrepresentation, or lack of representation of any of the information contained in such forms. Any representations made by Seller(s) are not warranties of any kind and may not be a substitute for an inspection or warranties that a prospective buyer may obtain. Seller(s) authorizes Broker as Seller's agent to disclose any information that Seller(s) provides Broker concerning the Property. Broker may assign this listing to another Connecticut licensee if, in the opinion of Broker, the listing could be best serviced by a different brokerage. If listing is assigned, Seller(s) may terminate the listing in writing within ten (10) calendar days of the date of written notice of such assignment. Otherwise, the listing shall remain in full force and effect and Seller(s) may not terminate the listing before the expiration date set forth above.

Seller(s) hereby represents Seller(s) has complete, valid legal authority to sell, exchange or otherwise convey the Property and further agrees Seller(s) shall hold Broker and its agent(s) harmless against any and all liability arising from this representation.

8. **Multiple Listing Service and Internet Display:** Seller(s) acknowledges and agrees that all images, graphics, video recordings, virtual tours, written descriptions, remarks, narratives, pricing information, and other elements relating to the Property provided by Seller(s) to Broker or Broker's agent(s) (the "Seller Listing Content"), or otherwise obtained or produced by Broker or Broker's agent(s) in connection with this Agreement (the "Broker Listing Content"), and any changes to such Content may be included in compilations of listings, and otherwise distributed, displayed and reproduced to the Multiple Listing Service("MLS") noted above for publication to and use by its participants. Unless otherwise indicated under "Special Showing Instructions" above, Seller(s) agrees to permit other Brokers licensed in Connecticut to display Seller Listing Content on their website(s) as part of the Internet Listing Display or similar program offered by the MLS or otherwise or with other media, at Broker's option. Broker may display the Property on its website(s). Seller(s) agrees that neither the provider of the MLS nor Broker are responsible for errors or omissions appearing in the MLS. Seller(s) authorizes Broker to provide timely notice of status changes of this Exclusive Agency Agreement and to provide sales information including selling price upon sale of the Property to any agreed upon MLS(s).

Seller(s) hereby grants to Broker for the term of this listing, as may be extended from time-to-time, a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, compile with other



content 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 of it. Seller(s) acknowledges and agrees that as between Seller(s) and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller(s) has no right, title or interest in or to any Broker Listing Content.

9. **Statements Required By Law:**

- (a) This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statutes Title 46a, Chapter 814c).
- (b) THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.
- (c) Federal law requires the Seller(s) of "target property," which is generally property built prior to 1978, to disclose the presence of lead-based paint or lead-based paint hazards and to furnish any records, reports, inspections, or other documents in Seller's possession concerning these items.
- (d) Agency Relationships: While Broker shall generally act as the agent for Seller(s), it may be necessary or appropriate for Broker to act as agent of both Seller(s) and buyer(s), exchange party, or one or more additional parties. Broker shall provide agency disclosure(s) as required by law. Seller(s) understands that Broker may have or obtain listings on other properties and that potential buyers may consider, make offers on, or purchase other property through use of Broker's services.

10. **Electronic Signatures:** Broker and Seller(s) agree that they may use electronic records, including fax or e-mail, to make and keep this Agreement. Either Broker or Seller(s) has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form. This Agreement shall not be terminable unilaterally, and nothing contained in this Agreement herein constitutes or permits Seller(s) to withdraw Seller's consent to the Agreement itself. Broker's and Seller's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions.

For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer where Seller(s) may receive a fax. For access to and retention of e-mail records, Seller(s) will need access to a computer, the Internet, and an e-mail account.

Seller's electronic addresses:

Fax Number: _____
E-mail address: _____

Each party will promptly inform the other of any change in e-mail address or fax number in writing or electronically.

11. Both Seller(s) and Broker agree that this Agreement will continue to bind heirs, successors and assigns of both. In the event that Broker ceases the practice of real estate brokerage, whether through sale or otherwise, Broker or Broker's heirs, successors or assigns may assign this Agreement to another brokerage unless Seller(s) submits a written request to terminate this Agreement within ten (10) calendar days of the date of written notice of such assignment.
12. The Seller(s) and Broker acknowledge, agree and understand that although this form has been made available by the Connecticut Association of REALTORS®, Inc., the Association assumes no responsibility for its content and is not a party to this Agreement. **This Contract is binding and legal.**

_____ SELLER	_____ DATE
_____ STREET	
_____ CITY/STATE/ZIP	
_____ SELLER	_____ DATE
_____ STREET	
_____ CITY/STATE/ZIP	

_____ BROKER/AGENCY NAME
_____ STREET
_____ CITY/STATE/ZIP
_____ AUTHORIZED AGENT
_____ E-MAIL ADDRESS

