



EXCLUSIVE RIGHT TO SELL CONTRACT



THIS FORM IS FOR USE BY MEMBERS OF THE GREATER ROCHESTER ASSOCIATION OF REALTORS®, INC. (“GRAR”) ONLY FOR THE PLACING OF PROPERTY LISTINGS IN THE GENESEE REGION REAL ESTATE INFORMATION SERVICES, INC. MULTIPLE LISTING SERVICE (“GENRIS MLS”).

REALTOR® EXCLUSIVE RIGHT TO SELL, EXCHANGE OR LEASE CONTRACT. COMMISSIONS OR FEES FOR REAL ESTATE SERVICES TO BE PROVIDED HEREUNDER ARE NEGOTIABLE BETWEEN REALTOR® AND OWNER. IT IS UNDERSTOOD THAT GRAR AND THE GENESEE REGION REAL ESTATE INFORMATION SERVICE, INC. (“GENRIS”) IS NOT A PARTY TO THIS LISTING AGREEMENT.

1. OWNERSHIP OF PROPERTY AND POWER TO SIGN CONTRACT. I, _____, am the Owner(s) of the property located at _____ (the “Property”). I have complete legal authority to sell, exchange or lease the Property. I have not entered into any other agreement which would affect the sale, exchange, lease, or transfer of the Property; except as follows: (name or specify agreement) _____. For purposes of this Contract, any reference to a “sale” or “purchase” of the Property shall be deemed to include any “exchange” of the Property.

2. EXCLUSIVE RIGHT TO SELL OR LEASE. (Check and complete either (a) or (b) or both). (a) I hereby hire _____ (REALTOR®) to sell the Property and I hereby grant to REALTOR® the Exclusive Right to Sell the Property for the price of \$ _____ or any other price that I later agree to, and upon such terms and conditions as I may agree to.

(b) I hereby hire _____ (REALTOR®) to lease the Property and I hereby grant to REALTOR® the Exclusive Right to Lease the Property for a rent of _____ per _____ or any other rent that I may later agree to, and upon such terms and conditions as I may agree to.

3. MULTIPLE LISTING SERVICE/INTERNET. I authorize REALTOR® to submit the information contained in this listing agreement and the applicable GENRIS Data Sheet relating to the Property to the GENRIS MLS. REALTOR® will submit such information to GENRIS within 24 hours of my signing this Contract. REALTOR® shall retain this listing agreement and the Data Sheet for at least six years. I agree that REALTOR® will provide GENRIS with information, including the selling price, about the Property upon final sale of the Property. I further agree that REALTOR® will provide GENRIS with information, in addition to the list price, prior to final sale of the Property. All information submitted becomes the property of GENRIS and may be published by GENRIS including, without limit, on the Internet.

4. PAYMENT TO REALTOR®. (Check and complete either (a) or (b), or both). (a) I will pay REALTOR® a commission of _____% of the gross sale price of the Property as set forth in the purchase and sale contract that I sign, or \$ _____.

(b) I will pay REALTOR® a commission of _____% of the gross rent for the Property as set forth in the lease contract that I sign, or \$ _____.

5. AUTHORIZATION REGARDING OTHER BROKERS. I authorize REALTOR® to cooperate with other brokers, including buyer brokers (with the understanding that such “buyers’ brokers” will be representing only the interests of the prospective buyers), subagent brokers and broker agent brokers and, to divide with other licensed brokers who are MLS participants, such compensation in any manner acceptable to REALTOR®, such other MLS broker and me. In the event that there is a participating buyer’s agent, subagent or broker agent, I authorize that the following compensation be paid out of the commission provided in Paragraph 4 above to such buyer’s agent, subagent or broker agent: (Complete at least one).

Subagent broker will be paid _____% of the gross sale or rent price, or \$ _____.

Buyer’s broker will be paid _____% of the gross sale or rent price, or \$ _____.

Broker agent broker will be paid _____% of the gross sale or rent price, or \$ _____.

6. PAYMENT OF COMMISSION. I agree to pay to REALTOR® the commission set forth in Paragraph 4 on the “closing date” specified in the purchase and sale contract or when I sign a lease for the Property. I will pay this commission to REALTOR® whether I, REALTOR®, or anyone else sells or leases the Property during the life of this Contract. REALTOR® has earned the commission when I am provided with a written purchase offer which meets the price and other conditions I have set or when the purchase and sale contract becomes a binding legal commitment on the buyer, or when I sign a lease for the Property.

7. SUBMISSION OF OFFERS TO PURCHASE. I agree that any offers to purchase or lease the Property shall be submitted through REALTOR® or, with my REALTOR®’s consent, through any cooperating broker. Check One

8. FOR SALE, FOR RENT SIGN. I authorize REALTOR® to install a “For Sale,” “Sold” or “For Rent” sign on the Property: _____ Yes _____ No

9. LOCKBOX. I authorize REALTOR® to use a lockbox. I understand that neither REALTOR®, any cooperating broker, the GRAR nor GENRIS shall be responsible for any theft, loss or damage attributed to the use of a lockbox. _____ Yes _____ No

10. PHOTOGRAPH. I authorize REALTOR® to take a minimum of one (1) exterior photo of my property or photo specified by the owner to be entered into the MLS within five (5) business days of my property being multiple listed. _____ Yes _____ No

11. DUTIES OF REALTOR®. REALTOR® will use best efforts to procure a buyer. REALTOR® will list the Property in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, creed, color, religion, national origin, sex, familial status, marital status, age, or disabilities. REALTOR® will bring all offers to purchase or lease the Property to me. REALTOR® will assist in negotiating any and all offers to purchase or lease the Property.

Owner’s Initials

Broker’s/Salesperson’s Initials

Exclusive Right to Sell Contract

12. OBLIGATIONS OF OWNER/PROPERTY INFORMATION. To the extent within my possession, I agree to furnish to REALTOR® complete information reasonably necessary for processing this listing in the GENRIS MLS and for closing the sale or lease of the Property. All information about the Property I have given REALTOR® is accurate and complete, and REALTOR® assumes no responsibility to me or anyone else for the accuracy of such information, except as otherwise provided by law. I authorize REALTOR® to obtain other information about the Property. REALTOR® will use sources of information REALTOR® believes to be reliable, but is not responsible to me for the accuracy of the information REALTOR® obtains, except as otherwise provided by law. I authorize REALTOR® to disclose to prospective purchasers and any other persons, including other brokers, any information about the Property REALTOR® obtains from me or any other source. I understand that New York law requires me to give certain information about heating and insulation to prospective purchasers if they ask for it in writing before a purchase and sale contract is signed. I agree to refer all inquiries about the Property to REALTOR® and conduct all negotiations through REALTOR®. I agree to cooperate with REALTOR® in showing the Property to possible buyers or renters at any reasonable hour. I agree that REALTOR® and GENRIS may photograph the Property listed for sale or lease and may use the photographs in promoting its sale or lease. If the Property becomes vacant, I understand it is my obligation to continue to maintain the Property, including but not limited to, lawn care, snow plowing, utility service continuation, interior and exterior maintenance, until transfer of title unless otherwise agreed in the purchase and sale contract.

13. AUTHORIZATION OF REPRESENTATIVE TO PAY COMMISSION. Without in any way limiting any provision of Paragraph 6 above, I authorize my closing representative (such as my attorney) to pay to REALTOR® the commission agreed to in Paragraph 4 from the proceeds of the sale of the Property upon recording of the closing of the sale of the Property. If the proceeds of sale are insufficient to pay the entire commission due, I agree to pay the balance of commission to REALTOR®.

14. LIFE OF CONTRACT; SALE OR LEASE OF PROPERTY AFTER CONTRACT ENDS TO A PERSON WHO WAS SHOWN THE PROPERTY DURING THE LIFE OF CONTRACT. This Contract will last until midnight on _____, 20____. However, if I sell or lease the Property within _____ days after this Contract ends (the "Effective Period") to a person who was shown the Property by Owner(s), REALTOR®, or anyone else during the life of this Contract, I will pay REALTOR® the same commission agreed to in Paragraph 4 of this Contract. I will not owe any commission to REALTOR® if such sale or lease occurs during the life of another Exclusive Right to Sell Contract I enter into with another REALTOR® after this Contract ends but before the expiration of the Effective Period.

15. NON-DISCRIMINATION. I understand that the listing and sale or lease of the Property must be in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, creed, color, religion, national origin, sex, familial status, marital status, age, or disabilities.

16. RENEWAL AND MODIFICATION OF CONTRACT. I may extend the life of this Contract by signing another Exclusive Right to Sell Contract. If I renew this Contract, REALTOR® will notify GENRIS of the renewal. All changes or modifications of the provisions of this Contract must be made in writing, signed by Owner(s) and REALTOR®.

17. OWNER'S LIABILITY FOR CONTRACT TERMINATION. In the event this Contract is terminated prior to the time specified in Paragraph 14 for any reason other than REALTOR®'s fault, I will be liable for and agree to pay all damages and expenses incurred by REALTOR®, including without limitation costs for advertising the Property and any commission due hereunder.

18. ATTORNEY'S FEES. In any action, proceeding or arbitration arising out of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs.

19. RESPONSIBILITY OF OWNER(S) UNDER THIS CONTRACT. All Owners must sign this Contract. If more than one person signs this Contract as Owner, each person is fully responsible for keeping the promises made by the Owner.

20. OTHER. _____

In consideration of the above, REALTOR® and Owner accept this Contract and agree to its terms and conditions as of _____, 20____.

Owner's Signature

Owner's Signature

Print Owner's Name

Print Owner's Name

Property Address

Broker's or Salesperson's Signature

Print Name of RE

Print Name of Broker or Salesperson



EXPLANATION

The Secretary of State, State of New York, requires that the following explanation be given to homeowners and acknowledged by them in the listing of property:

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.

Owner(s) understands that this Contract grants REALTOR® the exclusive right to sell the Property.

Owner's Signature

Owner's Signature