



EXCLUSIVE AGENCY LISTING CONTRACT
Greater Hartford Association of REALTORS

The owners are the names as they appear on the deed recorded at the town hall in which the property is located. (All the names on the deed and all those individuals/parties must sign the listing contract. If a corporation, LLC, etc. the name needs to be written/typed in as it appears on the deed)

PARTIES AND PROPERTY

I/We (Owner(s)) _____

(Brokerage Firm) _____

the EXCLUSIVE AGENCY to sell my/our real

property located at (Listed Property) _____

(Listed Price) \$ _____

This is the brokerage firm the authorized representative represents. The listing brokerage should inform all their authorized representatives on how the name of the brokerage should appear. If you are the owner of the brokerage firm you still need to write in the name of your firm, not your name. Agents do not write your name in this field.

The parties agree that:

- 1. This Contract will go into effect on _____ and including _____ 20_____

The address of the property you are listing as stated in the legal description on the deed. If no street address on the deed, then use the address on the town card.

I/We hereby authorize you to offer concerning the LISTED PROPERTY to you except for persons introduced to the listed property by me/us. I/We agree that you shall not sign on the LISTED PROPERTY.

I/We agree that you shall not place a lockbox and/or a mechanical combination lockbox on the LISTED PROPERTY. I/We agree that you shall not use REALTORS® in this region and other authorized persons will have the right to sell the LISTED PROPERTY.

1 - Effective Date (beginning date) and End Date - Type in the beginning date the listing agreement is effective and binding and the date the listing brokerage's obligation ends.

If you are a member of a Multiple Listing Service, you will submit the LISTED PROPERTY to the Multiple Listing Service(s).

I/We will provide accurate information about the LISTED PROPERTY for such as the LISTED PROPERTY, including property address, submitted to the Service may determine. You will submit photographs of the exterior and may submit photographs of the interior of the LISTED PROPERTY. I/We recognize and understand that you permit other real estate licensees who are not affiliated with you to advertise your listings on their web sites and in brochures and other media. I/We hereby consent that you may permit such licensees to advertise the LISTED PROPERTY on their web sites and in brochures and other media.

- 7. I/We understand that you are not an insurer against theft, loss or damage to the LISTED PROPERTY. I/We agree to verify the existence of, or obtaining, appropriate insurance through my/our insurance agent or damage to the LISTED PROPERTY.

8 - Service fee (commission amount) - Is a percentage of the sale price or flat dollar amount. This is negotiable between the listing brokerage (or the broker's authorized representative) and the sellers.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER

- 8. I/We will pay you a service fee of _____ of the agreed upon sale price. (a) The LISTED PROPERTY is sold; or (b) You or anyone else, including, without limitation, any real estate broker or salesperson, is ready, willing and able to buy the LISTED PROPERTY for no less than the LISTED PRICE. (c) Notwithstanding paragraphs (a) and (b), I/we shall not be obligated to pay you a service fee by me/us to any buyer who is not represented by a real estate broker.

This type of listing allows for the seller(s) to sell the property on their own and still be placed in the MLS. If an agent sells the property, then a service fee is owed.

- 9. I/We authorize you to pay a portion of any service fee payable by me/us (i) to buy the LISTED PROPERTY. I/We consent in writing to the subagency.

8(c) states that the seller does not owe the brokerage a service if the property is sold by the seller(s).

- 10. I/We understand and agree that you may also be a buyer's agent for the LISTED PROPERTY. In that event, you would become a dual agent, representing both me/us and the buyer. As a dual agent, you would owe me/us and the buyer a duty of fairness and honesty. Because you would not represent me/us exclusively, I/we cannot expect to have your undivided loyalty. As a dual agent, you may not reveal any confidential information which would provide a negotiating advantage to either party except as authorized in writing. If such an event arises, you will promptly disclose all relevant information to me/us and give me/us any written notice as required by law, for my/our review and signature.

(16) - Other terms - This line is for other lawful requests, demands, and authorizations negotiated between the sellers and the listing brokerage (or authorized representative.)

- 11. You will seek offers for the LISTED PROPERTY until such time as we shall sign a purchase agreement. I/We will present to us any additional offers that may be received. In a multiple offer situation, I/We agree to accept the offer submitted by the listing brokerage or to any such buyer's broker the fact that I/we have received an offer from the listing brokerage.

Property to be sold in as-is condition" or, the seller(s) might limit their right to sell the property to a certain buyer or buyers, which case, the seller(s) can only sell it themselves to just those buyers.

- 12. I/We have received a copy of this Contract.
13. You may enforce this Contract against me/us, or against me/our heirs, administrators or assigns.
14. I/We agree to pay any costs and attorney's fees, which you may incur to collect any amount due to you.
15. I/We agree to notify you immediately if I/we accept an offer from a buyer to purchase the LISTED PROPERTY.
16. Other terms _____

- 17. I/we represent to you that the LISTED PROPERTY does does not have video surveillance and/or recording devices, systems or equipment on the premises.

(17) - Video Surveillance - This line is to disclose whether there is surveillance equipment on the property. This equipment can be anywhere on the property.

- 18. I/we represent to you that the LISTED PROPERTY does does not have audio surveillance and/or recording devices, systems or equipment on the premises.

(18) - Audio Surveillance - This line is to disclose whether there is audio equipment on the property. This equipment can be anywhere on the property.

- 19. I/We understand that you as my agent and any buyer agents or subagents have a legal duty to disclose to me/us any known or known about the LISTED PROPERTY.

Owner (s) Initial _____ Date _____ Broker Authorized Representative _____

STATEMENTS REQUIRED BY LAW

This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title-46a, Chapter 814c).

IT IS UNLAWFUL UNDER FEDERAL AND OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, CIVIL UNION STATUS, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY, STATUS AS A VETERAN, STATUS AS A VICTIM OF DOMESTIC VIOLENCE OR ERASED CRIMINAL HISTORY INFORMATION. I/We read and understand this section: All Sellers Initial _____

The real estate broker may be entitled to certain lien rights pursuant to subsection (d) (and subsections e-q) of section 20-325a of the Connecticut General Statutes

OTHER STATEMENTS

I/We understand that I/we must give prospective buyers a Residential Property Condition Disclosure Report. I/We must give the Report to buyers before they execute a written offer to buy. Otherwise, I/we must credit the buyers \$500.00 at closing. (Conn. Public Act No. 95-311.)

You have given me/us a blank Residential Property Condition Disclosure Report.

I/we understand that certain types of work which may have been performed at the LISTED PROPERTY may have required a building permit. If such building permit was required but was not obtained, I/we understand that unpermitted work and open permits may result in significant delays and/or additional expense during the real estate transaction.

Fair Housing Statement:

Be sure to explain the fair housing notice to your Seller(s) and have them initial.

INFORMATION ABOUT FEDERAL LEAD LAWS

Federal regulations governing lead paint apply to "target housing", which with some exceptions means housing built before 1978. Unless an exception applies, if the LISTED PROPERTY was built before 1978, I/we must (i) give buyers the EPA brochure entitled "Protect Your Family From Lead In Your Home", and (ii) give buyers and you (Broker) all information I/we know concerning the presence of lead-based paint and lead-based paint hazards in the LISTED PROPERTY and copies of all records and reports available to me/us pertaining to this. To meet the timing requirement of the federal law, I/we must give these documents and information to a buyer before the buyer is obligated under a purchase contract, (that is, before both the buyer and I/we have executed a purchase contract). Failure to do so may result in substantial damages and/or penalties against me/us under federal law.

I/We also understand that if the LISTED PROPERTY is "target housing" and no exception applies, I/we must conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards in the LISTED PROPERTY. I/we can mutually agree with the buyer in writing to a different time period for the risk assessment or inspection, but the buyer is obligated under the contract. I/We can mutually agree with the buyer in writing to a different time period for the risk assessment or inspection, but the buyer is obligated under the contract. I/We can mutually agree with the buyer in writing to a different time period for the risk assessment or inspection, but the buyer is obligated under the contract.

I/We completed the seller's portion of the Disclosure of Information on Lead-Based Paint and Hazards. I/We must keep it for 3 years after the closing.

I/We may be liable for substantial damages and penalties for failing to meet the duties of a seller under the laws governing lead-based paint.

I/We read and understand this section: All Sellers Initial _____

Information About Federal Lead Laws:

All the Sellers mentioned on the deed and mentioned as the owners, and who are signing the Listing Agreement, must initial in this spot.

I/We understand that potential serious health risks (including cancer, brain damage and acute illnesses such as eye, nose and throat irritation) are associated with lead substances, asbestos, radon and other environmentally hazardous conditions. Therefore, I/we must tell prospective buyers if I/we know that these conditions exist in the LISTED PROPERTY.*

If I/we fail to disclose known material information about the LISTED PROPERTY – including lead-based paint and lead-based paint hazards – I/we may be violating federal and/or Connecticut law. This can result in (i) rescission of any purchase contract, (ii) an award of damages against me/us, as the seller, or any person responsible for the failure to disclose, under federal laws on lead-based substances. This is in addition to any requirement to provide a Residential Property Disclosure Report.

*Further information about environmentally hazardous conditions can be obtained from www.ct.gov/dcp, the Connecticut Department of Health Services, www.ct.gov/dph, and the Environmental Protection Agency, www.epa.gov.

Execution by Electronic Methods. The parties agree that they may enter into this Contract by electronic means, including by facsimile, email and/or internet. This consent applies only to this transaction, and either party may withdraw its consent at any time. Such withdrawal will not affect the validity or enforceability of this Contract (or any amendments thereto) after it has been entered into. The use of electronic means for the execution of this Contract, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Execution by Electronic Methods:

This paragraph is to agree that the sellers will allow communication via fax and email (electronic methods) or in writing. The authorized representative inserts the fax number the listing brokerage elects to use and the email address of the authorized representative(s) and the fax number(s) and email address(es) of all the owners who are signing this listing agreement. The authorized agent may need to include a blank addendum to list all parties to the listing agreement increasing the number of pages included in the listing agreement.

Broker elects to use:

___ Fax: Fax number is: _____
___ Email: Email address is: _____

Owner elects to use:

___ Fax: Fax number is: _____
___ Email: Email address is: _____

If any party changes its email address or fax number it will promptly notify the other party.

(Brokerage Firm) _____

By: (Auth. Rep.) _____ Date _____

No. & Street _____

City, State, Zip _____

Owner _____

Owner _____

No. & Street _____

City, State, Zip _____

Important Note:

This becomes a legally binding contract once all parties have signed and dated it here. The terms and duration of the listing are as set forth on the first page of the agreement. You must provide the sellers with a copy of the fully executed document.