



EXCLUSIVE RIGHT TO SELL/LEASE CONTRACT



All legal owners of the property need to be listed.

I/We (Hereinafter called Owner(s)) _____
Print names of all Owners as they appear on Deed

Appoint and retain Broker _____
Print Broker's Name as it appears on Broker's License

Enter Jeff Wright.

Firm Name _____

Enter RE/MAX Right Choice.

Description of "Listed Property" to be offered FOR SALE:

Street Address _____

Complete address of the property being sold.

City or Town _____ ZIP _____

Approximate Land Size _____ Type of Building _____

A. OWNER'S AGREEMENTS:

1. SERVICES TO BE PERFORMED: Owner hereby grants to Broker the exclusive right [] to sell, [] lease or [] exchange the Owner's property more particularly described above, upon the terms and conditions described herein.

1. Check the box for sale or lease of property.

2. 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 NEGOTIABLE BETWEEN YOU AND THE BROKER.

2a. Enter the service fee or total commission the Seller is responsible for paying. Enter a Fee Schedule if applicable. *Note*We strive for 6%, many agents list at 5%, 5.5% or 6%

(a.) In consideration of the services to be performed by Broker, Owner agrees to pay Broker a service fee of \$ _____ OR _____ % of the agreed upon selling price (Purchase Price) of the real property sold by the Owner, or in the event of an exchange, of the value of the real property as determined by an independent appraisal. Payment of commission to be made no later than the transfer of deed. If Owner rents or leases an interest in the real property, Owner will pay Broker a commission at the signing of the lease. Owner will also pay commissions on renewals, extensions, exercise of options or new leases for the same property and Owner shall pay the commission based on the following schedule:

(b.) The Owner agrees to pay the Broker the compensation stated in (a.) if the Broker, the Owner, or anyone else finds a buyer who is ready, willing and able to buy (lease, rent or exchange) the Listed Property upon the authorized terms and conditions or any other terms acceptable to Owner.

(c.) Owner agrees that the Broker may share the Broker's service fee with a Broker acting as a buyer's agent. Owner understands that payment of a fee to a buyer's agent will not create any agency or subagency relationship between the buyer's agent and the Owner or Broker.

2d. Sellers select one box. Box 1: will allow the Broker to appoint subagents outside of the firm. Box 2: Broker can only appoint subagents within their firm.

(d.) Owner agrees that the Broker has explained to the Owner that there may be vicarious liability to the Owner caused by actions of the Broker or any subagent of the Broker and further agrees that; (Check One) [] Broker may appoint subagents who are not affiliated with Broker's firm, and share Broker's service fee with subagents, or [] Broker may NOT appoint subagents other than those affiliated with Broker's firm as independent contractors or employees. If the Owner has agreed to permit the Broker to appoint subagents signing of this contract will constitute informed consent, and the Broker agrees to comply with any statutes pertaining to notification, confidentiality, etc.

(e.) If checked, [] Owner will pay Broker a non-refundable retainer fee of \$ _____ upon the signing of this contract. If sold, Broker will apply this retainer fee toward the payment of any commission fee due the Broker under this Contract.

(f.) THE REAL ESTATE BROKER (Agent) MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325A OF THE CONNECTICUT GENERAL STATUTES.

(g.) The Owner agrees to pay any costs and attorney's fees which Broker may incur to collect any commission due under this contract.

2e. Needs to be completed if Seller is going to pay a retainer fee. (Not common in residential real estate)

**3. Contract must have start & end date.
(6 mo -1 yr is a good time frame)**

3. This Contract will go into effect on _____ and will remain effective until Midnight on _____. It is a binding contract that may only be terminated prior to end of term by mutual agreement.

4. The Owner authorizes the Broker to secure offers for the real property from prospective buyers or lessees upon the following terms and conditions, or upon any other terms and conditions agreeable to Owner.

a.) SALES: Listed Price \$ _____; Deposit of not less than _____ % of the purchase price; A contingency that the buyer's obligations are conditioned upon: 1. satisfactory property/building inspection; 2. obtaining a mortgage commitment.

b.) LEASES: Rental of \$ _____ per _____; With Security Deposit of _____; Term of Lease _____; Owner to furnish _____;

5. Owner agrees to provide complete, accurate information concerning the property and to complete the "Seller's Property Condition Disclosure Report" if required by statute and to update the Report if there are any changes during the listing term. Failure to complete the condition disclosure report can result in credit by the Owner to a buyer of the sum of \$300 at closing. Owner agrees that the Broker may provide data describing the property and the disclosure report to other brokers, agents and prospective buyers. Broker will not disclose confidential information about the price or terms that might be acceptable to the Owner or information about the Owner's motivation for selling the property.

6. Owner agrees Broker may place a "FOR SALE" sign on the property and when all contingencies are satisfied, Broker may place a "SOLD" sign on the property.

7. Broker is authorized to accept and hold in an escrow account on Owner's behalf a deposit to be applied toward the purchase price. Broker shall comply with all laws regarding such deposits.

8. Owner agrees to refer all inquiries or offers concerning the property to the Broker.

9. Owner acknowledges that they have received and read the "Notice to Sellers about Environmental Hazards." The Owner is responsible to provide the Broker with all relevant information regarding environmental issues that affect the property. In the event that the listed property consists of or contains a residential unit built prior to 1978, the Owner agrees to provide the Broker and any actual buyers with a completed Disclosure and Acknowledgment Form re: Lead Based Paint containing all information known to the Owner concerning the presence of lead-based paint hazards on the property, including any test reports.

The Owner hereby advises that the following checked potential hazards are present on or in the listed property:
 Lead-based paint Radon Asbestos Underground Oil Storage Tank If any possible hazardous material has been tested for, or treated and remedied the Owner agrees to notify the Broker in writing the details of remediation and results and copies of any tests.

10. Owner agrees to notify Broker immediately should Owner file bankruptcy or become aware of any situation where the Owner would be unable to pay Broker the agreed upon service fee should a sale be consummated. In such instance, Owner gives Broker the option to terminate this contract subject to Broker's expenses up until date of notice to the Broker.

11. Owner grants permission to Broker to advertise the property as the Broker deems appropriate, including print or electronic media (Internet, etc.).

B. BROKER'S AGREEMENTS:

1. The Listing Broker agrees to make a diligent effort to sell the listed property.

2. The Broker agrees to submit the listed property to the Multiple Listing Service where the Broker holds primary membership. The Seller understands that information about the listed property will be disseminated to participants of the MLS in accordance with its Rules and Regulations and Broker is authorized by the Owner to cooperate with other real estate brokers whether members of the MLS or not.

4. Fill out 4a or 4b depending on the type of sale.

4a: SALES
Listed Price is what the Property is going to initially be listed for.

Deposit amount is the minimum deposit Sellers will accept.

4b: LEASES
Line 1 of the Lease is the rental amount.

Per is the time frame, generally this is month.

Line 3 is security deposit amount.

Line 4 is length of lease, 1 year is common.

Fill in owner to furnish, if they are providing any kind of furnishings

9. Check boxes if seller is aware of potential hazards.

3. Sellers check the box if they do not consent to Dual Agency. *If the box is checked, all Sellers must initial on the line where indicated.

3. Owner understands that the Broker also may represent Buyers. In the event that the Broker becomes buyer's agent for a prospective buyer of the Owner's property, Broker will become a Dual Agent and Broker will notify Owner immediately and seek the Owner's informed written consent, by signature on the statutory form of Dual Agency Consent Agreement, to act as a dual agent.

If the following box is checked, the Owner does not approve of the Broker acting as dual agent (Broker will still advise Owner of any of Broker's buyer clients that might be prospective buyers of the Owner's property).
Seller initial here _____ if box is checked.

C. GENERAL AGREEMENTS:

1. This contract is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Conn. General Statutes Title 46a, Chapter 814c), as amended.

IT IS UNLAWFUL UNDER FEDERAL AND / OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, RELIGION, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, MENTAL RETARDATION, LEARNING DISABILITY, MENTAL DISABILITY OR PHYSICAL DISABILITY, SEXUAL ORIENTATION AND FAMILIAL STATUS IN ACQUIRING OR DISPOSITION OF REAL PROPERTY.

2. The Broker may enforce this Contract against Owner or Owner's heirs, administrators, executors, or assigns. This Contract constitutes the entire agreement between the parties and any prior agreements, whether oral or written have been merged and integrated into this Contract. No modification of any of the terms of this Contract shall be valid, binding or enforceable upon the parties unless in writing and signed by the parties.

3. If this Contract names more than one person as Owner, this Contract may be executed by each by separate writings by each Owner and when so executed, such copies taken together shall be deemed to be a full and complete Contract between the parties.

4. If this Contract or any extension or modification is delivered to the Broker or Owner by FAX transmission, the parties agree and understand this shall constitute a legally binding Contract and agree to deliver by hand or mail an originally signed copy to the other party.

5. Owner understands that Broker is not expert in matters of law, federal, state or local taxes, financing, structural conditions of construction, or potentially hazardous environmental materials or conditions. Broker hereby advises Owner to seek expert assistance or advice on such matters.

6. Owner further acknowledges that Owner has read and understands this Contract and has received a signed copy. Owner and Broker acknowledge and understand that although this form has been furnished by the Greater New Haven Association of Realtors, Inc. said Association assumes no responsibility for its content and is not a party to this Contract. **This is a legally binding Contract, if Owner does not understand any part of it, Owner is advised to consult an attorney before Owner signs.**

RE/MAX Right Choice

FIRM _____
Print Name Seller Signature Date

BROKER _____
Print Name Seller's Address

By: _____
Authorized Representative Seller's Signature Date

Street Address Seller's Address

City State Zip Signature of Witness if Required Signature of Witness if Required

Signature of Notary Public if Required Date

Seller's signature and legal address

CAUTION - Signatures of authorized corporate officers should be witnessed and notarized, and accompanied by corporate resolution.
(C) GREATER NEW HAVEN ASSOCIATION OF REALTORS, INC.,
LAEXC514--MLF1-06/29/98-1738 Copyright 1998 All Rights Reserved

Jeff Wright

Office Address

Agent Signature