

Open Listing Agreement

PARTIES AND PROPERTY:

I/We _____, Owner(s), give You, _____, Realtor® the right to list for sale my/our real property on a non-exclusive basis at: _____, in _____, CT (the Listed Property).

SELLING TERMS:

The Listed Price shall be \$ _____.

TERM OF THIS LISTING:

This Listing Agreement will take effect on _____, _____, and will remain in effect through and including _____, _____, provided however that this Listing Agreement shall terminate sooner if I/We notify You that I/We have entered into an Exclusive Agency or an Exclusive Right to Sell Listing Agreement for the Listed Property and You have not yet earned a commission as provided in this Agreement. Upon full execution of an agreement for the sale of the Listed Property, all rights and obligations concerning the payment of fees under this Listing Agreement will extend through the date of the actual closing of the Listed Property and may not be revoked or canceled.

PAYMENT OF SERVICE FEE:

If during the term of this Listing Agreement You find a buyer ready, willing and able to buy the Listed Property, either on the terms specified in this Listing Agreement or on any other terms acceptable to me/us, I/We will pay You a service fee of: (check one)

- _____% (percent) of the sale price reported for conveyance tax purposes without adjustment for any credits or pro-rations.
- a retainer of \$ _____.
- a flat fee of \$ _____.
- an hourly rate of \$ _____ per hour.
- Other _____

OWNER'S AND REALTOR'S® AGREEMENTS:

1. This is NOT an Exclusive Agency or Exclusive Right to Sell Listing Agreement. I/We understand that the Listed Property will not be placed in any multiple listing service. I/We may sell the Listed Property myself/ourselves or through another broker or agent.
2. If this is a 1-4 family residential property, I/We represent that I/We have good title to the Listed Property and that I/We have the right to sell the Listed Property.
3. I/We have received a copy of this Listing Agreement. I/We agree to pay any costs and attorney's fees which You may incur to collect any monies due to You under this Listing Agreement.
4. I/We authorize You, as my/our agent, to disclose any information that I/We provide You concerning the Listed Property. You may market this Property on the Internet or World Wide Web. You are not responsible for the accuracy of the information supplied to You by me/us.
5. You are not responsible for the management, maintenance or upkeep of, or for any physical damage to, the Listed Property or its contents.
6. This Listing Agreement is binding upon me/us, or against my/our heirs, administrators, executors, successors and assigns, and your successors and assigns.
7. The real estate broker may be entitled to certain lien rights pursuant to Section 20-325a of the Connecticut General Statutes.

8. Other terms:

ENTRY AND CONTROL:

You or any of your agent(s) may enter the Listed Property at reasonable times for the purpose of showing it to prospective purchasers. I/We acknowledge that You have a duty under state regulations and the Code of Ethics to cooperate with other brokers to show the Property. I/We and You agree that I/We shall at all times have control over the Property, its maintenance and preparation for showing to prospective purchasers. I/We agree to indemnify and hold You, your successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the physical condition of the Property.

ELECTRONIC SIGNATURE:

- A. I/We agree that You may use an electronic record, including fax or e-mail, to make and keep this Agreement.
- B. I/We need not agree to use an electronic record. By a written notice to You, I/We have the right to withdraw consent to have a record of this Agreement provided or made available to Me/Us in electronic form, but that does not permit Me/Us to withdraw consent to the Agreement itself once it has been signed. You will provide Me/Us with a paper copy of this Agreement should I/We request one in writing to the address, e-mail or fax number listed below. My/Our agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions in which I/We are a party.
- C. For access to and retention of faxed records, there is 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. For access to and retention of e-mail records, I/We will need a personal or laptop computer, Internet account and e-mail software or web browser.

My/Our electronic addresses are: _____ fax number is: _____
e-mail address is: _____

All electronic records will be sent to the fax number or e-mail address noted above unless I/We inform You of any change in My/Our e-mail address or fax number in writing to You at the Brokerage Firm address, e-mail or fax number set forth.

STATEMENT REQUIRED BY LAW:

- THIS AGREEMENT IS SUBJECT TO CHAPTER 814c OF TITLE 64a OF THE GENERAL STATUTES AS AMENDED (HUMAN RIGHTS AND OPPORTUNITIES). IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, FAMILIES WITH CHILDREN AND/OR PHYSICAL HANDICAP IN THE ACQUISITION OR DISPOSITION OF REAL PROPERTY.
- **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.**
- Federal law requires the seller of a dwelling which is considered to be "target housing" (meaning, with some exceptions, housing built before 1978) to disclose the presence of lead-based paint and lead-based paint hazards, and to furnish any records or reports concerning lead-based paint or lead-based paint hazards to a buyer. A seller must permit a buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the property for the presence of lead-based paint and lead-based paint hazards before a buyer is obligated to proceed with any Agreement.

- Agency Relationships: While Broker shall generally act as the agent for Owner(s), it may be necessary or appropriate for Broker to act as agent of both Owner(s) and buyer(s), exchange party, or one or more additional parties. Broker shall provide agency disclosure as required by law. Owner(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.

The Owner(s) and Broker acknowledge, agree and understand that although this form has been furnished 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.**

REALTOR® Firm Name

Owner Date

Authorized Representative Date

Owner Date

Street

Street

City State Zip

City State Zip

Telephone

Telephone