



EXCLUSIVE RIGHT TO SELL AGREEMENT



The undersigned Seller(s) \_\_\_\_\_ herein grants to \_\_\_\_\_ (Broker) the EXCLUSIVE right to sell real property located at \_\_\_\_\_, Connecticut (Property address). The Seller and Broker agree to list the real property for \$\_\_\_\_\_ (hereinafter the "List Price"). The term of this Agreement shall commence on \_\_\_\_\_ (start date) and will remain in effect through 11:59 p.m. EST on \_\_\_\_\_ (expiration date).

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 NEGOTIABLE BETWEEN YOU AND THE BROKER. There is no customary or industry standard real estate broker fee or compensation.

Compensation to Broker: Seller(s) agrees to pay Broker a service fee of \_\_\_\_\_ percent of the sales price or \_\_\_\_\_ (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 other buyer during the term of this Exclusive Right to Sell Agreement or any Protection Period set forth below.

- Seller(s) DOES NOT retain the right to sell the Property themselves without obligation to Broker.
• Seller(s) is obligated to pay the service fee to Broker regardless of how Buyer was introduced 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.

Listing Broker Compensation to Buyer Brokers: Listing Broker compensation to Buyer Brokers refers to the portion of the Listing Broker's commission paid by the Listing Broker to the Buyer Broker. Seller(s) understands that Buyer Brokers owe undivided fiduciary duties to the buyer, NOT to the Seller(s).

- Seller(s) [ ] does [ ] does not authorize Listing Broker to offer compensation to Buyer Brokers.
• If Seller(s) does authorize Listing Broker to offer compensation to Buyer Brokers, the Listing Broker shall offer Buyer Brokers from the above service fee an amount equal to \_\_\_\_\_ percent of the sales price or \_\_\_\_\_.

Additional Compensation Provisions: \_\_\_\_\_

2. Protection Period: Seller(s) agrees to pay the above stated service fee to Broker should a sale be made directly or indirectly to any party Broker has submitted the Property to during the term of this Exclusive Right to Sell Agreement or within \_\_\_\_\_ days following the term. 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 Right to Sell 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 Right to Sell Agreement. Seller(s) agrees to furnish Broker with a key to the Property and to permit the Broker to place a key box 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 herein. 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), successors, and assigns, harmless from all suits, claims, demands or damages related to or arising from the physical condition of the Property.

Special Showing Instructions: \_\_\_\_\_

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**6. Seller(s) Agrees:**

- a. To complete and keep updated a Connecticut Residential Property Condition Disclosure Report. Seller(s) must provide this to prospective buyers prior to executing a written offer to purchase the property. Otherwise, Seller(s) must credit the buyer \$500.00 at closing. Conn. Gen. Stat. §§ 20-327b and 20-327c
- b. To provide the lead-based paint disclosure (if applicable) and authorizes Broker to disclose the information contained therein.
- c. Seller(s) is either Owner(s) of the Property or has full authority to enter into this Agreement.
- d. Seller(s) has no other listings or agreements in effect concerning this Property, including but not limited to Open Listings.
- 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.
- h. To refer to Broker all requests for information about showings or offers for the Property, and to advise Broker of any contacts made by any prospective buyer, tenant, or other broker.
- i. Broker may represent a Buyer interested in the Property which may give rise to the potential for a dual agency relationship. Dual agency requires the signed consent of both parties. In dual agency, the Broker acts in a fiduciary capacity for both parties. While the Broker does not represent either party exclusively, the Broker may not disclose confidential information without the consent of the party and may not use information shared by a party to gain an advantage for the other party.
- j. Seller(s) represents the existence of (check as applicable)  audio and/or  video surveillance or other recording devices/ equipment present anywhere in, around, at or on the Property, inside or outside.

7. **Property Information:** Seller(s) has reviewed the information contained in this Exclusive Right to Sell 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.

Seller(s) understands potential serious health risks can occur due to the presence of environmentally hazardous conditions (such as lead, asbestos, and radon); and, therefore, Seller(s) and Broker must disclose any known evidence of knowledge. Further information can be obtained at [ct.gov/dcp](http://ct.gov/dcp), [ct.gov/dph](http://ct.gov/dph) and [epa.gov](http://epa.gov).

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, disclosures, 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 any applicable Multiple Listing Service ("MLS") for publication to and use by its participants. Broker may display the Property on its website(s). Seller(s) agrees to permit other Brokers to display Seller Listing Content on their website(s) as part of an internet listing display, similar program offered by the MLS or otherwise, or with other media, at Broker's option. 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 Right to Sell 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. **Other Terms, Conditions, or Special Instructions:** \_\_\_\_\_

10. **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). **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 or 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 record information.** Seller(s) have read and understand this section and agree to comply with the Fair Housing laws. Seller(s) Initials: \_\_\_\_\_
- b. The real estate broker may be entitled to certain lien rights pursuant to section (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 the Seller's possession concerning these items.
- d. 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.
- e. Broker has disclosed to all affected parties whether Broker or its agents have a present or contemplated interest in the Property.

- 11. **Electronic Signatures:** Broker and Seller(s) may use electronic signatures to execute and change agreements.
- 12. **Heirs, Successors and Assigns:** Both Seller(s) and Broker agree that this Agreement will continue to bind heirs, successors and assigns of both. In the event the 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.
- 13. 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.
- 14. **This Contract is binding and legal.** Seller acknowledges receipt of a copy of this Agreement.

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