



1. **EMPLOYMENT.** In consideration of the Broker's experience, knowledge and efforts to market the subject property, the use of the service and facilities of the broker's office, and the Broker offering cooperation to Cooperating Brokers participating in the Staten Island Multiple Listing Service (hereinafter "MLS"), the undersigned owner grants the Broker an **Exclusive Right To Sell** for the property known as:

Block # _____ Lot # _____ (Street Address) _____ (City) _____ NY.

This listing expires at midnight on _____. Owner(s) understands that if I/we terminate the listing broker's authority prior to expiration of its term, the listing broker shall retain its contract rights to a commission and/or recovery of related expenses and/or any other damages incurred by reason of my/our early termination.

Marketing services to be rendered: Placement in the MLS and _____

- I do ___ I do not ___ **(initial one)** authorize Internet marketing.
- I do ___ I do not ___ **(initial one)** authorize broker to place a sign on the property.
- I do ___ I do not ___ **(initial one)** authorize a Lock Box to be placed on the property.

2. **PRICE AND TERMS OF SALE.** The Price at which said property is to be offered is \$ _____.

The terms upon which said property is to be offered are as follows: _____

The undersigned owner(s) attests to being the sole owner(s) of the property and have authority to sell. The undersigned owner and Broker both agree that the above price and terms of sale, and other terms of this agreement may be changed upon written authorization of the owner.

In the event owner signs a binder/contract of sale during the term of this employment agreement, the parties agree that the above expiration date shall be extended until the time that said contract of sale is fully performed or until such time as said contract fails to be performed either by its terms or because of the default of the buyer. Nothing herein contained is intended to reduce the term of this agreement.

Sellers are advised to contact an attorney when considering secondary offers while a transaction is pending.

Owner(s) and Broker acknowledge that the Human Rights Laws of all applicable government agencies prohibits discrimination in the rental or sale of real property based upon a person's actual or perceived Race, Color, Religion, National Origin, Gender, Gender Identity, Disability, Sexual Orientation, Familial Status (the presence of children), Marital or Partnership Status, Alienage or Citizenship Status, Age, Military Status, Lawful Occupation, Lawful Source of Income or Victims of Domestic Violence.

3. **COMMISSION TO BE PAID TO LISTING BROKER.**

- a. The owner hereby agrees to pay the Broker **a commission of _____ % of sale price (or \$ _____)** if the buyer is not represented by a broker, or
- b. The owner hereby agrees to pay the Broker **a commission of _____ % of sale price (or \$ _____)** if the buyer is represented by a broker.
- c. **In either case 3.a. or 3.b. above, the Broker Fee is exclusively for LISTING BROKER'S services and is not subject to sharing, splitting, or otherwise paying to a buyer's broker or agent.**

REAL ESTATE COMPENSATION IS NOT SET BY LAW, BY ANY ASSOCIATION OR MLS AND IS FULLY NEGOTIABLE. IT IS THE SELLER, NOT THE REAL ESTATE BROKER, WHO HAS THE RIGHT TO ESTABLISH THE AMOUNT OF COMPENSATION, IF ANY, TO COOPERATING BROKERS

COMMISSION IS EARNED (a) when the Broker brings about a buyer ready, willing and able to buy on the terms set forth above; or **(b)** when the Broker brings about a buyer ready, willing and able to buy at another price or on other terms to which the owner agrees or consents either verbally or in writing; or **(c)** when the broker is procuring cause of sale consummated between the owner and a purchaser; or **(d)** if another Broker, finds a buyer during the term of this agreement; or **(e)** if the owner finds a buyer for the property during the term of this agreement; or **(f)** when the Broker delivers to owner in writing (within three (3) business days after the expiration of this listing or any extension thereof) a list of persons who inspected the Property during the term of the listing and then (within ___ days after the expiration or any extension thereof) a sale, lease or exchange of the Property is executed with any of the persons, or by family members, business entities or any other party related to a person named on the list. (However, the Owner shall not be obligated to pay such commission if a valid written exclusive listing agreement is entered into during the term of the protection period with another licensed real estate broker.)

COOPERATING SIMLS BROKER. The undersigned listing broker is an agent of the owner/seller. Cooperating Brokers will act under this agreement as a broker's agent of the Listing Broker or as a buyer's broker. The owner agrees and understands that: the success of a Cooperating Broker in accomplishing the results of paragraph 3 **(a), (b), or (c)** is the same as the Listing Broker accomplishing one of these results.

All offers to purchase the listed property shall be submitted either through the: **(initial one)** Listing Broker _____ or SIMLS Cooperating Broker _____. **Under either condition the cooperating broker or his/her representative has the right to participate in the presentation of their buyer's offer.**

4. **INDEMNIFICATION:** The owner agrees to indemnify and hold harmless the Broker, and Cooperating Brokers from any claim arising out of personal injuries to a tenant or any other persons injured in or on the property, and/or loss or damage to personal property except if caused by the gross negligence of the Broker or its agents.

5. **NEW YORK STATE HOME EQUITY THEFT PREVENTION ACT.** Owner acknowledges that Owner is aware of the Home Equity Theft Prevention Act and particularly the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same **(initial one of the following)**, _____ Owner warrants and represents to Agent that: (a) Owner is not in default of any mortgage affecting this property by reason of there being payments due and unpaid on any mortgage for two (2) months or more; (b) there are no actions pending against the real property to foreclose a mortgage; and (c) the property which is the subject of this listing is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date or, _____ Owner confirms that s/he is subject to one or more of the conditions outlined above, in this paragraph 6, and broker is instructed to notify Owner's attorney prior to the issuance of a sales contract.
In the event that the above circumstances change after the execution of this listing agreement, Owner hereby covenants and agrees that Owner will communicate with Agent regarding any of the matters referred to above in paragraph 6 (a), (b) or (c) and to keep Agent fully apprised of same.
7. **USE OF LISTING CONTENT – INTELLECTUAL PROPERTY LICENSE.** Unless Seller delivers to Broker a written certification, in a form acceptable to Broker, that Seller does not desire the Listing Content to be disseminated by a multiple listing service, Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement (the "Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, 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 thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the copyright or other rights of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.
8. Broker shall have the rights set forth in Real Property Law Section 294-b, the **Commission Escrow Act**. Notice is hereby given that: **AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION MAY BE WAIVED BY THE BROKER.**
9. **ARBITRATION.** The merits of any dispute arising under or in connection with this agreement shall be determined before an arbitrator in the County of New York, State of New York pursuant to the commercial arbitration rules then in effect with the American Arbitration Association. Judgment upon the award may be entered in any court of competent jurisdiction. The parties may utilize the Small Claims division of the Civil Court of the City of New York if the disputed amount does not exceed the jurisdictional limit of that court. Should it be necessary to commence arbitration to enforce the terms of this agreement, Broker shall be entitled to all reasonable attorneys' fees including the costs and disbursements of the action.

DEFINITION OF "EXCLUSIVE RIGHT TO SELL" and "EXCLUSIVE AGENCY"

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.

WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS EXCLUSIVE RIGHT TO SELL AGREEMENT

OWNER: _____ MAILING ADDRESS: _____
 (Signature of owner) _____

Print Name: _____

OWNER: _____ OWNER PHONE: RES: _____ OFFICE: _____
 (Signature of owner)

Print Name: _____

DATE: _____

LISTING FIRM: _____

LISTING SALESPERSON: _____ (signature): _____