## **EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**





N	/ILS#	<b>v</b>		County, New York	(		
_		filed with GHVMLS within 24 hours)			Month / Day	Year	
		•	,			( Broker),	
		property located at:					
und			s and Regulations, and in fur	to the Greater Hudson Valle ther consideration of said Broke ive right to sell said property un	er undertaking to find a pur	rchaser for said	
1.	Period of	Agreement. This agreemen	nt is effective from the above	date and shall expire at midnigl	nt on	,20	
2.	Price and and shall be all parties v	<b>Authority.</b> The property wie sold, subject to negotiation	ill be offered for sale at a list   n, at such price and upon such in the property and the under		agree. The word Owner ref	ers to each and	
3.	to make an commission sketches recopyrighted	Owner's Authorization and Obligation. The Owner authorizes the Broker to submit this listing to the Greater Hudson Valley MLS, Inc. are to make an offer of cooperation to all participants in GHVMLS and to any other cooperating agent authorized under the law to receive commission and with whom the listing Broker deems it appropriate to cooperate in the Owner's best interest. Data including photographs are sketches relating to the Owner's property will be aggregated with that of other properties listed by Participants of GHVMLS and will become the copyrighted data of GHVMLS. Owner and listing agent hereby assign to GHVMLS all right of ownership and copyright to such data for dissemination to its Participants and others as GHVMLS may elect pursuant to its copyrights.					
4.	Brokerage	Fee. If during the period	of this agreement or any e	xtension thereof, a transfer, sa	ale or exchange of the pro	perty is made	
	effected or agreed upon with anyone, the Owner agrees to pay the Broker a commission of of the selling price at the time the brokerage commission is earned by the broker but in no event, later than the date of closing.						
	The commi	ission offered by Broker to S	Sub-Agents shall be	of the gross selling price. The	commission offered by Bro	oker to Buyer(s)	
	Agents shall be of the gross selling price. In the event that Owner authorizes Broker to compensate a Buyer(s) Agent, Owner acknowledges their understanding that such Buyer(s) Agent is not representing Owner and that the Buyer(s) Agent will be representing only the interests of the prospective purchaser.						
5.	Owner's Obligation After Expiration of Agreement. Owner agrees to pay the commission referred to in paragraph 4 if, within months after the expiration date of this agreement, a purchaser buys the property who (a) was shown the property by a licensed agent or Participant of GHVMLS and/or was made aware of the property by a licensed agent or Participant of GHVMLS or the Owner during the term of the listing of any extension thereof, provided Owner has been personally introduced to or has received written notification of the names of prospective purchasers before or upon termination of this Agreement or any extension thereof. Owner will not, however, be obligated to pay such commission if owner enters into a valid Exclusive Listing Agreement with another NYS licensed real estate broker after the expiration of this agreement.						
6.	Who May	Negotiate for Owner. Own	ner agrees to direct all inquir	ies to the Broker. Owner elects	to have all negotiated offer	ers to purchase	
	submitted t	hrough Broker or Co	operating agent				
7.		<b>"For Sale" Sign.</b> The Owner grants the Broker exclusive "For Sale" sign privilege on the property , consents that the property may be show at any reasonable hour, and agrees to refer any inquiries concerning the property to Broker.					
8.		<b>Exclusive Right to Rent.</b> Should Owner desire to rent the property during the term of this Agreement, the Broker is granted the sole are exclusive right to rent the property.					
9.	<b>Lock Box</b> . Owner gives Broker the right to install a GHVMLS Electronic Lock Box on the property for the purpose of allowing GHVMLS member access to the home.						
10.		Fair Housing. It is agreed that this property is listed in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status, and/or familial status, children or other prohibited factors					
11.	Commission Escrow. If for any reason, the Broker is not paid the compensation set forth herein on the due date, the Owner shall establish an escrow account with a party mutually agreeable to the Broker and Owner and shall place into said escrow account an amount equal to the compensation set forth herein. These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (a) by the written agreement of the parties, (b) by order of a court of competent jurisdiction, or (c) some other process to which the parties agree in writing. In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators in the event Broker hires an attorney to enforce collection of brokerage fee due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner agrees to pay such attorney's fees, costs and related expenses.						
12.	retain its co			er's authority prior to expiration rtising expenses and any other			
				ACKNOWLEDGES RECEIPT O TO. AGREED TO AND ACCEP		EEMENT.	
(Bro	oker)		(Date)	(Owner)		(Date)	
(Aut	horized Repres	sentative)	(Date)	(Owner)		(Date)	
(Ow	vners Address)				(Owner's P	hone Number)	
The	following d	efinitions are offered in com		I <b>ITIONS</b> 24 under Article 12-A of the Rea	al Property Law		
				of a property find a buyer for you		er finds a buver	
		ne agreed commission to the		. , , ,	,	<del> </del>	

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. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

(Owner) (Date) (Owner) (Date)