



BROOKLYN MULTIPLE LISTING SERVICE
LISTING AGREEMENT FOR THE SALE OF PROPERTY

Commission for the Sale, Lease, or Management of Property Shall be Negotiated between the Listing Broker and the Seller.

- 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 and compensation to Cooperating Brokers participating in the Brooklyn Multiple Listing Service (hereinafter "MLS"), the undersigned owner grants the Broker an Exclusive Right To Sell for the property known as:

(Street Address) \_\_\_\_\_ (City) \_\_\_\_\_, NY (Zip) \_\_\_\_\_

The owner shall be advised of the Broker's policy on cooperation with other Brokers not affiliated with MLS and may object to such policy. All such advice and objection shall be by written notice. This listing expires at midnight on \_\_\_\_\_. The Broker employed by this agreement is an agent of the owner/Seller. Cooperating Brokers will act under this agreement as sub-agents or Broker's agent of the Listing Broker or as Buyer's Broker. Marketing services to be rendered: \_\_\_\_\_

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.

- 2. 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.
3. 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: \_\_\_\_\_

4. COMMISSION AMOUNT. The owner hereby agrees to pay the Broker a commission of \_\_\_\_\_% of sale price.
WHEN 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, not a sub-agent or Broker's agent, 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) if the real estate and /or business is sold, leased or exchanged within a period of sixty (60) days from the expiration of this listing or any extension thereof to a Buyer introduced to the property during the term of this listing agreement, the Owner shall pay the Listing Broker the commission set forth therein. However the Owner shall not be obligated to pay such commission if a valid listing agreement is entered into during the terms of this protection period with another licensed real estate Broker and the sale, lease or exchange of the property is made during the term of this protection period.

TERMINATION: I understand that if I terminate the Listing Broker's authority prior to the expiration of its term, the Listing Broker shall retain its contract rights to a commission and recovery of related expenses and any other damages incurred by reason of my early termination of this agreement.

- 5. OWNER'S LIABILITY. The owner agrees and understands that: the success of a Cooperating Broker is accomplishing the results of paragraph 4 a, b, or c above is the same as the Broker accomplishing one of these results; A portion of the Commission in paragraph 4, above, will be offered to compensate a Cooperating Broker. The compensation to Cooperating Brokers will be as follows:

To Broker's Agent \_\_\_\_\_% of sale price. To Buyer's Broker \_\_\_\_\_% of sale price.

The offer of compensation to Cooperating Brokers can impact the marketing of the property.

- 6. The owner(s) agrees and understands that should they employ any other Broker to sell, rent or exchange or otherwise dispose of the property or any part thereof, and should said Broker be successful during the term of this agreement, or should they personally sell, rent, exchange or otherwise dispose of the above property, thereof, that they will be liable to the undersigned Broker for the amount of the commission set forth in this agreement.
7. The owner agrees to indemnify and hold harmless the Broker 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.
8. The listing agreement gives the owner the option of having all offers to purchase the listed property submitted either through: (initial one) The Listing Broker \_\_\_\_\_ or submitted through the Selling Broker \_\_\_\_\_. Under either condition the Selling Broker or his representative has the right to be present at the presentation of their offer.
9. OFFERS RECEIVED BY THE BROKER AFTER THE OWNER HAS ACCEPTED A PRIOR OFFER. In the event the Broker receives or learns of an additional offer made after I, the owner, have already accepted an offer, the Broker is hereby instructed to : (Initial either option) (Initial if you agree) \_\_\_\_\_ hold such additional offer as a backup and to advise me thereof only in the event the accepted offer is cancelled or otherwise made null and void; or (Initial if you agree) \_\_\_\_\_ present all offers as received. Sellers are advised to contact an attorney when accepting secondary offers.

10. 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 related 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 rights, including any copyright rights, or 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.

- 11. 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 reward rendered may be entered in any court under competent jurisdiction.
12. 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 may be changed upon written authorization of the owner.

EXCLUSIVE RIGHT TO SELL

It is understood that the undersigned owner(s) is not to employ any other Broker for the purpose stated above during the term of this Contract or to personally sell or rent all or any part of the above Real Estate. This agreement may not be changed orally.

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. However, if another Broker finds a Buyer, you will owe a commission to both the Selling Broker and your present Broker.

WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT

OWNER: \_\_\_\_\_ OWNER ADDRESS: \_\_\_\_\_
(Signature of owner)
OWNER: \_\_\_\_\_ OWNER PHONE: RES: \_\_\_\_\_ OFFICE: \_\_\_\_\_
(Signature of owner)
DATE: \_\_\_\_\_ BROKER: \_\_\_\_\_
LISTING SALESPERSON: \_\_\_\_\_ (signature): \_\_\_\_\_

**Dual Agency with Designated Sales Associates**

If the buyer and seller provide their informed consent in writing, the principals or the real estate broker who represents both parties as a dual agent may designate a sales associate to represent the buyer and another sales associate to represent the seller to negotiate the purchase and sale of real estate. A sales associate works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales associate for the buyer will function as the buyer's agent repre-

senting the interests of the buyer and the designated sales associate for the seller will function as the seller's agent representing the interests of the seller in the negotiation between the buyer and seller. A designated sales associate cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales associate must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales associates before agreeing to such representation.

This form was provided to me by the company named below:

Licensee or Associate of Licensee: \_\_\_\_\_

(Signature) of \_\_\_\_\_

Company: \_\_\_\_\_

The above-named company, which is licensed as a Real Estate Broker is (check one)

- The Seller's Agent                       A Dual Agent
- The Buyer's Agent                       A Dual Agent With Designated Sales Associates
- The Broker's Agent

If Dual Agent with Designated Sales Associates is checked:

\_\_\_\_\_ is appointed to represent the buyer; and

\_\_\_\_\_ is appointed to represent the seller in this transaction.

(I/We) acknowledge receipt of a copy of this disclosure form:

Signature of  Buyer(s) and/or  Seller(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This form must be copied as a one page, two-sided form.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (list documents below).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

Owner's Signature

Owner's Signature

Broker's Signature

owner's telephone number

Broker must submit to MLS owner's phone number.

At owner's request, please do not publish telephone number on the MLS listing.

(address)

(owner's name)

Re:

From:

Broker #

To:

Brooklyn Multiple Listing Service

Date:

http://www.brooklynmls.com

(718) 326-9110 FAX (718) 833-8832

8115 - 7TH AVENUE

BRONX, NY 10468

