



## Exclusive Right to Sell Contract

Seller(s) Name: \_\_\_\_\_

Seller(s) Home Address: \_\_\_\_\_

Seller(s) E-mail and Phone: \_\_\_\_\_

**CONSIDERATION AND TERM OF CONTRACT:** This Agreement is entered into on, \_\_\_\_\_, by and between the above mentioned REALTOR/BROKER "the Realtor/Broker" and the above mentioned SELLER(s) "the Seller" in consideration for the Realtor/Broker to market the Property hereinafter described and to use the best efforts to find a Buyer. The Seller grants to the Realtor/Broker the exclusive right to sell the Property from \_\_\_\_\_ to 11:59 P.M. on \_\_\_\_\_.

**PROPERTY DESCRIPTION:** \_\_\_\_\_ Residential \_\_\_\_\_ Condominium \_\_\_\_\_ Multi-Family \_\_\_\_\_ Commercial \_\_\_\_\_ Vacant Land. Property is located in the \_\_\_\_\_ Village \_\_\_\_\_ Township \_\_\_\_\_ City of \_\_\_\_\_, County of \_\_\_\_\_, Michigan, commonly known as (street address) \_\_\_\_\_ (zip code) \_\_\_\_\_. Tax Identification Number(s) \_\_\_\_\_. Legal Description: \_\_\_\_\_

“the Property.” This Property is being sold together with all improvements & appurtenances, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments (including hardware), attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm systems, radio and televisions antennas, rotors and controls, water softener (unless rented) water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by Seller(s), and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seller(s) excludes the following items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRICE:** Seller agrees to sell the property for the sum of \$ \_\_\_\_\_, upon terms specified in the MLS LISTING TICKET or upon such terms and conditions as the Seller may hereafter accept.

**OCCUPANCY:** Seller will deliver possession \_\_\_\_\_ days after closing, subject to the rights of tenants, if any. From the day after closing until the date of vacating, Seller shall pay \$\_\_\_\_\_ per day as an occupancy charge or such other terms and conditions as the Seller(s) may hereafter accept.

**LEAD BASED PAINT:** In accordance with Lead Based Paint regulations, the Property was built: \_\_\_\_\_ Seller(s) represents and warrants that the Property was built in 1978 or later and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this Property.

\_\_\_\_\_ Seller(s) represents and warrants that the Property was built before 1978 and that therefore, the federally-mandated lead-based paint disclosure regulations apply to this Property.

**HOMESTEAD TAX:** Seller represents/warrants that the listed Property is currently taxed at a "Homestead" rate \_\_\_\_\_ YES \_\_\_\_\_ NO. If yes, Seller agrees NOT to remove the Homestead Exemption prior to closing on the Property.

Seller(s) \_\_\_\_\_

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Realtor/Broker \_\_\_\_\_

**FACSIMILE / ELECTRONIC SIGNATURES:** The parties agree that this Agreement, and any counteroffer(s) or acceptance, may be delivered by use of facsimile or electronic means and that signatures, initials, and modifications (if any, and if signed and accepted by the parties) on facsimile or electronically transmitted documents are deemed valid and binding upon the parties as if the documents contained original signatures. The parties waive any Statute of Frauds defense to enforceability as a result of facsimile or electronic signatures. This Agreement may also be executed in counterparts and signed counterparts may be combined to make one Agreement, which shall be binding as if all signatures were on the same document.

**COMMISSION:** Seller agrees to pay the Realtor/Broker a commission of \$\_\_\_\_\_ or \_\_\_\_\_ % of the sale price upon the consummation of the sale. The commission will be due and payable if a Buyer is obtained for the Property by anyone, including the Seller, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the Seller. Further, said commission will be paid if:

- A)** the Seller refuses to sell when a ready, willing, and able Buyer is produced at price and terms.
- B)** the Seller refuses or is unable to complete a sale pursuant to the terms of a duly executed Offer To Purchase, Purchase Agreement, Contract of Sale or such other equivalent agreement signed by Seller.
- C)** within 180 or \_\_\_\_\_ calendar days after this contract expires, anyone except another Realtor sells the property to someone who has learned about it through said Listing Realtor/Broker efforts during the term of this contract.

It is agreed that the word "sale" shall include a trade or exchange and the commission will be due at the agreed upon amount or percentage of the exchange or trade value, as the case may be, and that in the event of a trade or exchange, the Realtor/Broker is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

**DEFAULT:** If a sale is not consummated because of the Seller's refusal to perform, then the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the Buyer's failure to perform and the deposit made is forfeited, Seller agrees that (50%) or \_\_\_\_\_ % of the deposit, not to exceed the full commission, shall be retained by the Realtor/Broker in full payment for services rendered in this transaction.

**OPTION:** The Seller agrees that the commission will be due and payable to the Realtor/Broker if the Seller enters into an option to purchase during the term of this contract or the protection period as provided upon the consummation of the sale/purchase pursuant to the option. If option is exercised and consummated, the afore agreed upon commission will be paid to the Realtor/Broker on the option amount.

**CONSIDERATION NEGOTIATION:** The Seller and the Realtor/Broker acknowledge that they have negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the Seller for consideration of services to be performed by the Realtor/Broker was not fixed or controlled.

**MULTI-LIST/COOPERATION:** The Seller acknowledges that the services of the Multiple Listing Service(s) and the offering of cooperation and compensation to the other Participants have been fully explained. The Realtor/Broker is authorized to multiple list the Property, and the cooperating Broker may represent the Buyer(s) even though paid by the Listing Realtor/Broker.

The Seller authorizes the Realtor/Broker to provide to the Multiple Listing Service(s) such information as they may require, including but not limited to timely notice of status changes in this contract and sales information including selling price and terms upon the acceptance of an Offer to Purchase or at any time after closing. The Multiple Listing Service(s) is authorized to disseminate information according to its rules and regulations. The Seller authorizes the Realtor/Broker to offer cooperation/compensation as provided by the Multiple Listing Service(s) either through the Multiple Listing Service(s) or otherwise. It is understood that compensation paid to a cooperating Broker will be paid from the commission due the Listing Realtor/Broker, and will be in the amount of \$\_\_\_\_\_ or \_\_\_\_\_ %, as stated on the MLS Listing Ticket, or otherwise agreed in writing.

**TITLE:** Seller represents title to the Property to be of good and marketable condition, and Seller will execute and deliver a Warranty Deed, Land Contract, or other instrument of assignment or conveyance as shall be required. By agreement on subsequent Purchase Agreement, Seller will furnish an owner's title insurance policy with standard exceptions. Any deed required shall have full covenants of warranty and conveyance there under and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record and (e.g. special assessments): \_\_\_\_\_.

**MARKETABLE TITLE:** The Seller(s) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

**MARKET:** Upon Seller's written acceptance of the terms of any Offer to Purchase, Purchase Agreement, or equivalent, the Realtor/Broker shall not continue to market the Property nor present any other offers received after the time of acceptance

**LOCK BOX:** Realtor/Broker IS IS NOT authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. Seller acknowledges that the lock box is not a security system and agrees to release and hold harmless Realtor/Broker and any Agents or Subagents of Realtor/Broker from any liability whatsoever arising from the use of the box to provide access to the Property.

**SHOWINGS & SIGNS:** Realtor/Broker is hereby authorized to photograph the Property, publish such photographs, cause a sign to be erected on the Property, and to remove all other "for sale" signs. Realtor/Broker shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours. Realtor/Broker is authorized to place Property information on the Internet and to otherwise advertise the Property for sale. Seller shall indemnify and hold harmless Realtor/Broker and Broker's Agents and Subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to Property arising out of the showing of Seller's home pursuant to this listing.

**NON-DISCRIMINATION:** It is agreed by Realtor/Broker and Seller, that as required by law, discrimination because of race, religion, color, national origin, age, sex, marital status, physical or mental disability, and/or familial status by said parties in respect to the sale of the subject Property is PROHIBITED.

**AGENCY:** Seller acknowledges that the Realtor/Broker has explained to Seller the Realtor/Broker policy on agency, disclosed to Seller the different types of real estate agency relationships, and that Realtor/Broker will be acting as the agent for the Seller. Receipt of an Agency Disclosure is acknowledged by Seller.

**DESIGNATED AGENCY:** National Realty Centers and Client hereby designate \_\_\_\_\_, as the Seller's Designated Agent. For purpose of this contract, Seller shall have an agency relationship with ONLY National Realty Centers, the designated Agent(s) named above, and the following supervisory Broker(s), Craig Lescoe, Dennis Weese. If a potential Buyer is represented by an Agent of National Realty Centers other than the Designated Agent(s) named above, National Realty Centers and all supervisory Broker(s) shall automatically be deemed disclosed consensual dual agents.

**DUAL AGENCY:** In the event a buyer who has an agency relationship with any of the designated Agent(s) and/or supervisory Broker(s) named above shall become interested in the Property, Seller consents to the dual agency status of such designated Agent(s) and/or supervisory Broker(s). In this event, the dual Agent(s) will preserve any confidential information obtained during the agency relationship with the buyer and will not use such confidential information to the detriment of that buyer. Seller acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed to Seller. Seller also understands and agrees that as part of marketing the Property, Seller's designated Agent(s) may show potential buyers properties other than Seller's and provide such buyers with information on the selling prices in the area.

**INDEMNIFICATION:** Realtor/Broker is NOT an expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, engineering, etc. Seller acknowledges that he/she has been advised by Realtor/Broker to seek professional expert assistance and advice in these areas of professional expertise. Seller recognizes that National Realty Centers and their respective agents and employees involved in the sale of said Property are relying on all information provided herein and/or supplied by Seller. Seller agrees to indemnify and hold harmless National Realty Centers their agents and employees, from any and all claims, demands, damages, lawsuits, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) arising out of any negligence, misrepresentation, intentional acts, or concealment of facts by Seller/Seller sources and/or any negligence, misrepresentation, intentional acts, or concealment of facts by buyers/buyers sources.

**SHORT SALE:** If the sale of this property will be contingent upon the Seller's mortgagee(s) approval of a short sale, then the terms and conditions of the Short Sale Addendum to the Listing Agreement will be made part of the contract.

**REFERRAL:** Seller agrees to refer to Realtor/Broker all inquiries received concerning the property during the period of this contract.

**INFORMATION:** Seller agrees to provide Realtor/Broker or Buyer with all information required by any law.

**AFFILIATED BUSINESS ARRANGEMENT:** Seller(s) acknowledges notice that National Realty Centers Inc. (NRC) is a co-owner of Bicentennial Title Agency, LLC (Bicentennial). Therefore any referral may provide a financial benefit to NRC. Set forth below is the estimate charge or range of charge for the settlement services provided. You are NOT required to use Bicentennial as a condition of selling your property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

• Lenders Coverage	Based on loan amount – see attached rate chart
• Owners Coverage	Based on loan amount – see attached rate chart
• Settlement Fee – Seller	\$300
• Settlement Fee – Buyer	\$551
• Settlement Fee – Both	\$175 Seller   \$541 Buyer
• Title Examination Fee	NA \$0
• Document Preparation	NA \$0
• Recording Services	NA \$0
• Photocopies	NA \$0

By signing below, Seller(s) acknowledges they have read this disclosure, and understand that NRC is referring Client to purchase the above-described settlement service(s) and may receive a financial benefit as a result.

**BINDING CONTRACT:** This contract shall be binding upon execution by Seller(s) or Seller(s) Agent and Realtor/Broker and/or the Agent of the Realtor/Broker. This contract shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

**CITIZENSHIP:** Seller(s) is a United States citizen YES NO

**ACKOWLEDGEMENT:** The Seller has read, acknowledges, and accepts the terms of this contract and has received a completed copy of same.

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Seller

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Date

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Seller

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Date

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Accepted By, Agent for National Realty Centers

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Date