



EXCLUSIVE LISTING AGREEMENT

This is to be construed as an unequivocal *Exclusive Right To Sell* between the seller and the undersigned Agency.

The undersigned ***Owner** hereby gives the _____ Agency on this date, _____, in consideration of Agency's agreement to list and promote the sale, lease or exchange of property located at _____, _____ owned by _____, consisting of _____, and including any other property, real or personal, subsequently added thereto, recorded in the _____ County Registry of Deeds in Book _____ Page _____, the exclusive right to sell, lease or exchange said property at a price of \$ _____ on the terms herein stated, or at any other price and terms to which the owner may authorize or consent. If, during the term of this agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which the owner may agree, then the owner agrees to pay the agency a commission of _____ of the contract price.

THIS AGREEMENT SHALL BE IN EFFECT from _____, 20____ through _____, 20____. Upon full execution of a contract for sale and purchase of the property, all rights and obligations of this contract will automatically extend through the date of the actual closing of the contract for sale and purchase. It is understood that unless otherwise indicated below, agency will enter this listing into the Northern New England Real Estate Network (NNEREN) Multiple Listing Service (MLS) or any other appropriate MLS _____, within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the property is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within _____ months after the expiration or rescision of this agreement to anyone with whom the agency has procured unless the property has been listed with another agency on an Exclusive Right to Sell Agreement. "Procurement" shall include, but not be limited to, providing information about the property, showing the property, or presenting offers on the property. Should an escrow deposit on a fully executed sales agreement be forfeited, one half shall belong to the undersigned owner(s) and one half shall belong to the above named real estate agency as a fee for professional services, or _____. I/we acknowledge my/our duty to disclose to the agency all pertinent information about the property, adverse or otherwise, and understand that all such information will be disclosed by the agency to potential purchaser. I hereby agree to hold the agency harmless from any claims which may result from failure to disclose such information about the property. If any pertinent fact, event or information about the property comes to my/our attention between signing this listing agreement and the seller property information report, and the closing, I/we will immediately notify the potential purchaser and agency of the same.

COOPERATION WITH OTHER BROKERS: SELLER authorizes the following forms of cooperation (Check and initial a choice under each item):

- (a) Cooperate with licensees from other firms who accept listing broker's offer of subagency.
 - Yes _____ No _____ Not Offered by this Agency _____
 - This listing agency's usual and customary practice is to compensate the Subagent a _____% commission of the contract price. Pursuant to the requirements of RSA 331-A:25-b(I)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of the listing broker and any sub-agents who are acting on behalf of the SELLER when the listing agent or sub-agent is acting within the scope of the agency relationship.
- (b) Cooperate with licensees from other firms who will represent the interest of the buyer(s).
 - Yes _____ No _____ Not offered by this Agency _____
 - This listing agency's usual and customary practice is to compensate the Buyer Agent a _____% commission of the contract price.
- (c) Act as a disclosed dual agent. It is understood that owner(s) will be notified that a licensee is acting as a dual agent prior to showing and before being asked to consider an offer to purchase the subject property. Yes _____ No _____ Not offered by this Agency _____
- (d) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent.
 - Yes _____ No _____ Not offered by this Agency _____
 - This listing agency's usual and customary practice is to compensate brokers in Another Relationship a _____% commission of the contract price.
- (e) None of the above (if this box is checked, property cannot be placed in the multiple listing service).

SPECIAL CONDITIONS

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | A For Sale sign may be placed on the property. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Interior pictures of the property may be taken. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Lock box may be placed on the property. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Exterior pictures of the property may be taken. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | A key to the building will be on file with said agency. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Single Broker showings may be permitted on the property. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | May submit the property listing data to NNEREN
MLS, or any other appropriate multiple listing service,
and may be used for comparables. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Property will be advertised at said agency's discretion. |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | Disclose Existence of Other Offers |

ADDITIONAL PROVISIONS

THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

(Owner Name) (Address) (Phone Number) (Date)

(Owner Name) (Address) (Phone Number) (Date)

Accepted by _____ on behalf of _____
(Agent) (Agency) (Date)

*The term **Owner** shall be construed to include owner, heirs, personal representatives, administrators and assigns.

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