



EXCLUSIVE RIGHT TO SELL



OWNER AGREEMENT:

1. Owner(s) _____ gives to Broker _____ an Exclusive Right to Sell Owner's Property located at _____, Connecticut, (LISTED PROPERTY), for the sum of \$ _____ (Listed Price). This contract will begin on _____ and will expire at midnight on _____.

2. **NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.**

Owner agrees to pay Broker as a fee for Broker's services _____ % of the agreed upon sales price or \$ _____ if during the term of this contract:

- a) The LISTED PROPERTY is sold;
- b) Owner, Broker, or anyone else finds a buyer ready, willing and able to buy the LISTED PROPERTY either for the Listed Price or for any other price accepted by Owner; or
- c) Owner, Broker, or anyone else obtains a binding enforceable agreement between Owner and a buyer to sell/purchase the LISTED PROPERTY; or
- d) Owner sells the LISTED PROPERTY within _____ days after the expiration of this Listing Agreement to any person Broker or any agent cooperating with Broker as either a subagent or buyer's agent had shown or introduced the LISTED PROPERTY prior to the expiration of the Listing Agreement. No fee is payable under this Section (d) if after this Listing Agreement expired, the LISTED PROPERTY is sold with the participation of another real estate broker to whom Owner is obligated to pay a fee under the terms of a subsequent written exclusive listing agreement.

Provided a Buyer has been found or a Buyer signs a binding contract to purchase the LISTED PROPERTY during the term of this contract, Owner's obligation to pay Broker a commission for such transaction will automatically extend through to the date of the actual closing and transfer of title even though this date occurs after the term of this contract expires.

- 3. Owner agrees to refer all questions about the LISTED PROPERTY and all offers for the LISTED PROPERTY to Broker.
- 4. Yes No Broker may place a "For Sale" sign on the LISTED PROPERTY.
- 5. Owner authorizes Broker to advertise the LISTED PROPERTY in any manner and by any means of communication with without interior photos, unless otherwise instructed in writing by Owner. Owner authorizes does not authorize Broker to permit other real estate licensees not affiliated with Broker to advertise LISTED PROPERTY.

REALTOR AGREEMENT:

- 1. Broker agrees to use diligent efforts to sell the LISTED PROPERTY.
- 2. Broker agrees to submit the LISTED PROPERTY to the MLS within twenty-four hours (excluding weekends and legal holidays) after all necessary signatures have been obtained to make this contract enforceable.
- 3. Unless Owner specifically authorizes Broker, Broker will will not continue to use efforts to sell the LISTED PROPERTY after a contract for sale is signed by Owner.
- 4. Broker reserves the right to terminate this contract by written notice to the Owner if the Broker has reasonable cause to believe that the Owner may be unable to consummate a sale of the LISTED PROPERTY for the sale price set forth above by reason of liens, encumbrances, disputes or other matters affecting title to the LISTED PROPERTY.

STATEMENTS REQUIRED BY LAW:

- 1. This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).
- 2. It is unlawful under Federal and State Law to discriminate on the basis of Race, Color, Creed, Religion, National or Ethnic Origin, Ancestry, Sex, Marital Status, Age, Sexual Orientation, Learning Disability, Physical or Mental Handicap, Disability, Disorder or Retardation (including but not limited to blindness or deafness), Familial Status (Families with Children under Age 18), and Lawful Source of Income in the Acquiring or Disposition of Real Property.
- 3. The real estate Broker may be entitled to certain lien rights pursuant to section 20-325a of the Connecticut General Statutes.

ADDENDA: The following Addenda are attached and made part of this Agreement:

- Addendum to Listing Agreement
- Lead Paint Disclosure
- Seller Property Condition Disclosure Report
- Property Data Sheet
- Fair Housing Notice
- Other: _____

OWNER ACKNOWLEDGES THAT HE/SHE HAS READ ALL OF THE ABOVE AND THE ATTACHED ADDENDUM AND HAS RECEIVED A COPY OF THIS AGREEMENT AND ADDENDUM. Owner and Broker both understand that this is a binding contract and either party may enforce its rights under this contract in a court of law or in arbitration against the other party or against any other person who takes over its rights or obligations under this contract. If Broker or Owner have to go to court or arbitration to enforce their rights under this contract, the prevailing party shall be entitled to be paid as part of the award its costs and expenses, including attorney's fees. Broker and Owner acknowledge, agree, and understand that although this form has been furnished by The Greater Waterbury Board of REALTORS, Inc., the Board assumes no responsibility for its content and are not parties to this Agreement.

Owner Signature	Date	Broker/Agency Name
Street	City/State	Zip
Owner Signature	Date	Authorized Agent Signature
Street	City/State	Zip
		Authorized Agent Signature
		Date