



**EXCLUSIVE AGENCY TO SELL
LISTING CONTRACT**

THE DARIEN MULTIPLE LISTING SERVICE, INC. (the "MLS")



DATE: _____, 20 ____

PARTIES AND PROPERTY:

1. I/We, _____, Owner(s)/Seller(s), give you, _____, Realtor, the EXCLUSIVE AGENCY TO SELL my/our real property at _____, CT (the Listed Property)

TERMS AND CONDITIONS:

2. The Listed Price shall be \$ _____
The MLS Data Input Form pertaining to this listing is incorporated herein and made a part of this Listing Contract.
I/We have received from you, if there is improvement on the property, a Residential Property Condition Disclosure Report form.

TERM OF THIS LISTING:

3. This Listing Contract will take effect on _____, 20 ____ and will remain in effect through and including _____, 20 ____ . Upon full execution of a contract for the sale of the Listed Property, all rights and obligations under this Listing Contract will automatically extend through the date of the actual closing of the Listed Property.

OFFERS TO PURCHASE:

4. You will continue to submit all offers to me/us until a written contract has been signed by me/us and a buyer and all contingencies have been met.

PAYMENT OF COMMISSION:

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.

- 5. **Commission Rate and Payment:** If during the term of this Listing Contract (a) the Listed Property is sold, or (b) you or anyone else finds a buyer ready, willing and able to buy the Listed Property on the terms specified in this Listing Contract or on any other terms acceptable to me/us, I/We will pay you, irrespective of agency relationship(s), a commission of _____.
- 6. **Commission Payable:** The commission shall be payable when title passes.
- 7. **Contract Extension Term:** If within a period of _____ days after this Listing Contract terminates, I/We sell the Listed Property to anyone who saw the Listed Property through you or anyone else during the term of this Listing Contract and no new listing contract becomes effective during that same period, then I/We will pay you, irrespective of agency relationship(s), the same commission as if you or anyone else sold the Listed Property during the term of this Listing Contract.
- 8. **Withdrawal or Cancellation:** If during the term of this listing, I/We decide not to sell the Listed Property, then I/We may remove the Listed Property from the market by first signing a withdrawal or cancellation agreement. If the Listed Property is sold during the period between the date of such withdrawal or cancellation and the expiration date of this Listing Contract, then I/We will pay you the agreed compensation set forth above in paragraph 5, less the amount of any service fee which may previously have been paid to you. In the event of such withdrawal or cancellation, we agree to pay to you a service fee of _____.



9. **Right to Sell Directly:** I/We reserve the right to sell the Listed Property directly only if I/We notify you in writing of the name of any party to whom I/We may sell the Listed Property directly, prior to the time that you or anyone else introduces such party to the Listed Property. If I/We do sell the Listed Property directly during the term of this Listing Contract, I/We will pay you a commission of _____.

OWNER'S AND REALTOR'S AGREEMENTS:

10. I/We represent that I/We have good title to the Listed Property and that I/We have the right to sell the Listed Property. I/We also represent that the address(es) of the owner(s) set forth below is/are accurate.
11. I/We have received a copy of this Listing Contract. I/We agree to pay any costs and attorney's fees which you may incur to collect any moneys due to you under this Listing Contract.
12. I/We understand that this Listing Contract has been prepared in a good faith attempt to comply with Sections 42-151 et. seq. of the Connecticut General Statutes (Plain Language Act).
13. I/We have reviewed the MLS Data Input Form pertaining to this listing and represent that it is accurate. I/We authorize you, as my/our agent, any buyer's brokers and any subagents appointed by you, to disclose any information I/We provide you concerning the Listed Property. You are not responsible for the accuracy of the information supplied to you by me/us.
14. You will use reasonable efforts to sell the Listed Property.
15. You are authorized to cooperate with other brokers, buyer's brokers or subagents and to divide with such other brokers, buyer's brokers or subagents any commissions or compensation payable under this contract. _____Initial
16. I/We understand that you are in the business of representing both owners and buyers as an agent for the sale and purchase of real property. I/We are aware that you may be employed by a prospective buyer as a buyer's broker. I/We understand that a buyer's broker does not represent me/us, but only represents the buyer and owes a fiduciary duty to the buyer. If any prospective buyer which you represent as a buyer's broker becomes interested in acquiring the Listed Property, you shall immediately notify me/us of the facts regarding your contractual relationship with the prospective buyer. I/We will then consent to a dual agency relationship and confirm such consent by entering into a dual agency agreement.
17. You have my/our permission to file this listing with the MLS and to use its members to assist you in the selling of the Listed Property and to place the Listed Property on the Internet.
18. You have my/our permission to allow all participants of the Darien Internet Data Exchange program (IDX) to display the Listed Property on their website(s) pursuant to the Darien IDX rules and regulations.
19. You shall provide the MLS and its members with timely notice of any changes in the provisions or the status of this listing.
20. You may install a lock box on the Listed Property. I/We understand that other members of the MLS have access to this lock box.
21. You may report sales information to the MLS and its members following the full execution of a contract for the sale of the Listed Property and the satisfaction of all contract contingencies.

