



**EXCLUSIVE RIGHT TO SELL
LISTING CONTRACT**

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

Date: _____ 20 _____

PARTIES AND PROPERTY:

1. I/We, _____, Owner(s), give you, _____, Realtor, the EXCLUSIVE RIGHT TO SELL my/our real property at _____, CT. (the Sellers 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 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 expires, 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 _____.

OWNER'S AND REALTOR'S AGREEMENTS:

9. 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.

10. 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.

11. 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).



12. 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.
13. I/We will refer all inquiries or offers concerning the Listed Property to you.
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.

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 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.
22. You are not responsible for the management, maintenance or upkeep of, or for any physical damage to, the Listed Property or its contents.
23. I/We will not hold you, or any members of the MLS responsible or liable for personal injury, theft, loss, or damage to the Listed Property by reason of this Listing Contract.
24. You may enforce this Listing Contract against me/us, or against my/our heirs, administrators, executors, successors and assigns.
25. **NOTICE TO SELLER: Federal law requires the owner or landlord of a dwelling to disclose the presence of lead-based paint and lead-based paint hazards to purchasers and tenants and to furnish purchasers and tenants with any records or reports concerning lead-based paint or lead-based paint hazards.**
26. THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES. 27. Other terms: (See Addendum attached, if any, which is incorporated herein and made part of this Listing Contract).



STATEMENT REQUIRED BY LAW: THIS AGREEMENT IS SUBJECT TO CHAPTER 814c OF TITLE 46a OF THE CONN. GENERAL STATUTES, AS AMENDED (HUMAN RIGHTS AND OPPORTUNITIES), PROHIBITING DISCRIMINATION IN COMMERCIAL AND RESIDENTIAL REAL ESTATE TRANSACTIONS. IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, MARITAL STATUS, SEXUAL ORIENTATION, AGE, FAMILIAL STATUS, AND/OR LEARNING DISABILITY OR MENTAL OR PHYSICAL DISABILITY, IN THE ACQUIRING OR DISPOSITION OF REAL PROPERTY.

Realtor Firm Name

Signature of Owner *Date*

Signature of Firm's Authorized Representative *Date*

Signature of Owner *Date*

Signature of Listing Agent *Date*

Street

Street

City *State* *Zip*

City *State* *Zip*

This is a legally binding contract. If not understood, seek competent advice.

**Darien Board of REALTORS®, Inc.
2019**