



EXCLUSIVE RIGHT TO SELL AGREEMENT



AS APPROVED BY THE MIDLAND BOARD OF REALTORS®, INC.

1. **EXCLUSIVE RIGHT TO SELL:** I hereby appoint _____ hereinafter called "Broker", as my/our exclusive agent and grant to the Broker the irrevocable right commencing on _____, 20____, and expiring at 11:59 P.M. on _____, 20____, to sell, lease or exchange the real property situated in the City/Township of _____ County of _____ Michigan, commonly known as _____ legally described as follows: _____

2. **LIST PRICE AND TERMS:** The list price shall be _____ (\$ _____) cash or \$ _____ Payable \$ _____ down and \$ _____ per month, including interest of _____% per annum.



3. **MULTIPLE LISTING SERVICE (MLS):** Broker is a Participant of the Midland Board of REALTORS®, Inc. Multiple Listing Service and this listing information will be provided to the MLS to be included in the Midland Board of REALTORS®, Inc. websites on the internet or any other medium selected by Broker and published and disseminated to its Participants in accordance with its Rules and Regulations. Broker is authorized to cooperate with other real estate brokers, to provide information to buyer's agents and to other bona fide participants in the MLS and to report the sale, its price, terms and financing for the publication, dissemination, information and use by authorized Board members, MLS Participants and Subscribers.

4. **LOCK BOX:** A lock box is designed as a repository of a key to the property, permitting access to the property by participants of the Multiple Listing Service (MLS), their authorized licensees and Affiliate Home Inspectors. BROKER advises and requests SELLER safeguarding or removal of valuables now located within said property. It is not a requirement of MLS or BROKER that a SELLER allow use of a lock box. Where a tenant/lessee occupies the property, the tenant's/lessee's consent is required. SELLER further acknowledges that neither the listing BROKER, any subagent of the listing BROKER, or any other cooperating Broker, Appraiser, Affiliate Home Inspector, the Midland Board of REALTORS®, or the MLS® is an insurer against the loss of SELLERS' personal property; SELLER is advised to verify the existence of, or obtain personal property insurance through SELLERS' insurance agent.

5. **OWNERSHIP AND TITLE INSURANCE:** Seller represents that he/she, is/are the sole title holder to the property (or that they have full power and authority on behalf of the entity which holds title); that he/she possesses good marketable title of record to the property; and that he/she will convey title to the property at closing by Warranty Deed, Land Contract or such other conveyance as may be required. Any deed required shall have full covenants of warranty and conveyance and shall be free from all encumbrances, liens and easements except as shall be assumed by purchaser. After acceptance of purchaser's offer, Seller shall furnish the buyer, at Seller's expense, a seller's policy of title insurance with standard exceptions in the full amount of the sale price, showing marketable title to the Property in the Seller's name. Unless otherwise specified, all gas, oil, and mineral rights that are presently owned by the seller shall be included.

6. **LAND DIVISION ACT:** (For unplatted land only.) Seller acknowledges that he has been advised to seek legal counsel in regard to the appropriate information required in the division of unplatted land under the Land Division Act (Act No. 288 of the Public Acts of 1967); and, that REALTOR® assumes no responsibility in connection with application or compliance with the Act.

7. **SPECIAL ASSESSMENT & HOMESTEAD EXEMPTION STATUS:** Are there any unpaid Special Assessments on the property? _____ No _____ Yes If yes, please explain _____ Property tax status is currently filed as _____ Homestead _____ Non-Homestead

8. **COMPENSATION:** The Broker's fee for services rendered is not fixed, controlled or recommended by law, the MLS or any person not a party to this contract and is subject to negotiation between Broker and Seller. The compensation paid by the Broker to a subagent or cooperating Broker or Buyers Agent is established by the Broker and is not fixed, controlled, or recommended by law, the MLS, or any person other than the Broker. Seller agrees to pay Broker _____% of selling price of the property or \$ _____, but not less than _____, upon the occurrence of any one (1) of the following events:

- A. The property is sold, leased, optioned or exchanged during the listing period; or
- B. During the listing term, the Seller, Broker or any person produces a buyer ready, willing and able to purchase the property on the terms stated in Paragraph 2, or any other price and terms accepted by Seller; or
- C. If within _____ after listing period, the Seller sells, exchanges, leases, options or enters into a first right of refusal agreement to any person(s) or any relative, subsidiaries, affiliates, or related entities of that person(s) to whom the property was shown during the listing period, to whom information was provided during the listing period, or anyone who learned of the property during the listing period; except that no commission shall be owed to Broker if the property is relisted, in good faith, with another member of the Midland Board of REALTORS®, Inc., Multiple Listing Service.

SELLER(S) _____/_____

BROKER/AGENT _____

Street

City, Village, or Township

D. Seller agrees that Broker may share any commission paid by the Seller with a cooperating Broker, even if such Broker is not a subagent of the Broker and acts solely as the Agent for the Buyer. In the event of exchange or trade, Broker is authorized to represent and receive compensation from both parties to the transaction.

9. MISCELLANEOUS PROVISIONS: Broker and Seller agree that:

- A. Broker may place Broker's "For Sale" sign on the property and remove all other "For Sale" signs.
- B. Broker shall have access to the property and buildings at reasonable hours to show the property to prospective buyers. Broker is authorized to reproduce keys for this purpose and/or use a lock box.
- C. Seller agrees to refer to the Broker all inquiries received concerning the property during the listing term.
- D. This agreement, the listing data sheet, and an addendum if applicable, contain the entire agreement between the Seller and the Broker. If seller terminates this agreement prior to the end of the listing term, seller shall pay Broker _____ Dollars (\$_____) in addition to any other damages Broker may suffer as a reason of the termination of this agreement.
- E. This contract is binding upon the Seller and Broker and their respective heirs, personal representative's successors and assigns.
- F. Broker may advertise to General Public in various media, including but not limited to Internet and electronic media, brochures, newspapers, etc. and to include the use of any exterior/interior photos if applicable.
- G. Seller agrees to maintain premise for safe entry at all times, including but not limited to hand railings, snow removal, etc.

10. IMPROVEMENTS AND APPURTENANCES: All improvements and appurtenances are included in the sale price, including, if applicable, the following: TV antenna, satellite dish and any accessories and complete rotor equipment; carpet, except area rugs; lighting fixtures and their shades; window treatments and hardware; window shades and blinds; screen and storm windows and doors; all bathroom fixtures and bathroom mirrors; stationary laundry tubs; water softener (unless rented), water heater, incinerator, heating and air conditioning equipment; water pump and pressure tank; built-in kitchen appliances including garbage disposal; fireplace doors, screens, grates, and gas logs; mechanical door openers and controls; security systems; awnings, mail box, pool equipment, storage shed(s), all plantings, fence(s). Exceptions and additions shall be noted in the Data Section.

11. CONSENT TO FEES: Seller acknowledges that Broker may be offered processing fees or other consideration from home warranty companies, mortgage brokers or others who become involved in the sale of the subject property. Seller authorizes Broker to receive such fees and/or consideration; provided, this consent is not intended to, nor shall it, be construed to permit or authorize Broker to receive any fees and/or consideration which are in violation of applicable law including, but not limited to the Real Estate Settlement Procedures Act (RESPA).

12. FAIR HOUSING: The Property shall be offered, shown and made available for sale to all persons without discrimination due to race, color, religion, national origin, age, sexual orientation, disability, marital, familial status or sexual orientation in accordance with all federal, state and local laws.

13. CONFLICTING INTERESTS: Broker also enters into contracts with persons who wish to purchase property ("Buyers"). Such persons are known as "Listed Buyers". If a Listed Buyer wishes to make an offer on property which seller has listed with the Broker, Broker may serve as either a Dual Agent or a Transaction Coordinator. Certain conflicts of interest may arise because the Sellers and the Buyers have different interests to protect. Seller consents in advance to Broker acting as either a Dual Agent or a Transaction Coordinator and agrees that, under such circumstances, the following provisions shall govern the Broker's actions:

- A. Broker will not knowingly say anything or do anything which might place one party at a disadvantage, such as disclose personal confidences or any information learned in a prior real estate transaction or fiduciary relationship; and
- B. The Broker shall assume a role as an intermediary, facilitator, and/or mediator to assist Buyer and Seller; and
- C. Broker shall not disclose to Buyer that the Seller might accept a price other than the listing price; nor shall Broker disclose to the Seller that Buyer might be willing to pay a higher price.

14. NON-DISCLOSURE: Seller understands and agrees that Broker shall not disclose information learned during the course of any prior or pending real estate transaction or fiduciary relationship.

15. WARRANTY AND INDEMNIFICATION: Seller acknowledges that Broker is relying upon the representations, both oral or written, made by the Seller with respect to the property. Seller warrants to Broker that any representations Seller has made or shall make are true and Broker is authorized to communicate such representations to prospective buyers or leasees.

Seller acknowledges that Seller is required to disclose any violations of law or material defects in, or facts affecting, the property, including but not limited to, the environmental condition of the property. Seller warrants to Broker that there are no known material facts, defects or violations of law nor any adverse environmental conditions except: _____ . In the event that seller discovers that a violation, material fact or defect exists, Seller agrees to immediately inform Broker in writing of the nature of the violation, fact or defect. Seller is advised that if there is a violation of law, material fact or defect in the property, Seller should seek the advice of legal counsel to protect the Seller from potential liability.

SELLER(S) _____/_____

BROKER/AGENT _____

Street

City, Village, or Township

Seller agrees to hold Broker and its agents and subagents harmless of any losses, damages, costs, liability or injury, including reasonable attorney fees arising from: (1) Seller's representations or failure to disclose violations, facts or defects; (2) the condition or maintenance of the property; and (3) any claims asserted against Broker by virtue of Broker's performance of its obligations under this Agreement.

16. **DEFAULT:** If the 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 refusal to perform and the deposit is forfeited, Seller agrees that the deposit shall be applied first to reimburse the Broker for all expenses incurred by the Broker on the Seller's behalf in performance of the Seller's obligations, including but not limited to title insurance and/or survey charges, legal counsel, and fees of public officer, and that one half of the remainder of such deposit (but not in excess of the amount of the full commission) shall be retained by the Broker in full payment for services rendered in this transaction. Seller acknowledges that Broker cannot release deposits if there is any claim or dispute regarding their disposition.

17. **JOINT AND SEVERAL LIABILITY:** If more than one person or entity executes this listing agreement as Seller, the term "Seller" shall refer collectively to all the signatories and the representations, warranties and other provisions of this Agreement shall be the joint and several responsibility and liability of each and every signatory.

18. **ARBITRATION OF DISPUTES:** Any claim or demand of Seller or Broker arising out of this Agreement, including without limitation, claims of breach of contract, fraud, misrepresentation, warranty, negligence, wrongful termination and failure to pay commission may be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan Association of REALTORS®. Arbitration would be available pursuant to a voluntary agreement between the Seller and Broker. Any failure to agree in the future to arbitrate does not affect the validity of this Agreement. A judgment of any circuit court would be rendered on the award or determination made pursuant to arbitration.

Initial to agree to arbitrate: Seller _____ Broker _____

19. **LEAD-BASED PAINT DISCLOSURE:** (Seller to initial appropriate box.) _____Does not apply _____Does apply (Property built prior to 1978-see attached lead based paint disclosure)

20. **ELECTRONIC COMMUNICATIONS:** The parties agree that this Listing Agreement, any amendment or modification of this Listing Agreement or any other written notice or communication in connection with this Listing Agreement may be delivered or given by sending or transmitting it by electronic mail or by fax. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party. All electronic mail shall be delivered to the Owner at the following address: _____ . All electronic mail shall be delivered to the Broker at the following address: _____ . Either party shall provide the other with notice of any change of electronic mail addresses.

21. **AGREEMENT:** We represent that we are in peaceful possession of the property and that we have the power and authority to make the sale on the herein terms and conditions and that title to the property is marketable and can be sold by us on such terms and conditions. We confirm that the property is properly insured and that such insurance will remain in effect until such time that title has been transferred.

You, as our agent, are not responsible for vandalism, theft or damage of any nature whatsoever to the property. Information obtained from the Seller and from governmental sources is presumed to be correct, and we intend that you rely upon the data so represented.

Terms of the MLS Data Form have been reviewed and are incorporated herein and made a part of this listing agreement.

I acknowledge that I have read and understand this agreement, including the information on the Listing Data Sheet and have received a copy.

_____	_____	_____
BROKER	date	SELLER (Please print)
_____		_____
SALES AGENT		SELLER Signature
_____		_____
ADDRESS, ZIP, PHONE, FAX		SELLER (Please print)
_____		_____
ADDRESS, ZIP, PHONE, FAX		SELLER Signature

		SELLERS ADDRESS, ZIP, PHONE, FAX

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Disclaimer: This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for use or misuse of the form or misrepresentation or for warranties made in connection with the form.