



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 _____ 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 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

SELLER(S) _____ / _____ BROKER/AGENT _____ / _____

Street

City, Village, or Township

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 the listing period expires, 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.
- 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 and cannot be changed or terminated prior to the end of the listing term except by their mutual written consent.
- 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; 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 or familial status in accordance with all federal, state and local laws.

SELLER(S) _____ / _____ BROKER/AGENT _____ / _____

Street

City, Village, or Township

- 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 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 Purchaser arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, may be settled in accordance with the rules, then in effect, adopted by Construction Arbitration Services and the Michigan Association of REALTORS® with a voluntary agreement between the Purchaser and Seller. By initialing below, Seller and Buyer acknowledge they have been made aware of this arbitration service.

Seller and Buyer(s) Initials: _____

SELLER(S) _____ / _____ BROKER/AGENT _____ / _____

Property Address: _____ MICHIGAN
Street City, Village, or Township

- 19. LEAD-BASED PAINT:** (Seller to initial appropriate boxes.) Seller represents and warrants that the listed property was () was not () built in 1978 or later and that therefore, all federally mandated lead-based paint disclosure regulations do () do not () apply to this property.
- 20. ELECTRONIC SIGNATURES:** The parties agree that they may use and accept electronic signatures (within the meaning of the Uniform Electronic Transactions Act) in connection with all changes to this Listing Agreement. Seller adopts the digital certificate whose serial number is _____ issued by _____ to use as his/her sole form of electronic signature. The serial number must accompany all electronic requests to change this listing agreement. Seller may change his/her form of electronic signature upon written agreement by both parties.
- 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 AND PHONE		SELLER (Please print)
_____		_____
ADDRESS, ZIP AND PHONE		SELLER Signature

		SELLERS ADDRESS, ZIP AND PHONE

		SELLERS ADDRESS, ZIP AND PHONE