

This Exclusive Right to Sell Agreement is for the Property located at:

ADDRESS			
CITY	ZIP	BLOCK #	LOT #
LISTING DATE		EXPIRATION DATE	

TO: BROKER

In consideration of listing and endeavoring to procure a purchaser for the property describe above, at the list price of \$ _____ with a possession date of _____, Seller (the word "Seller" includes all seller whose signatures appear on the bottom of this Listing Agreement) hereby grants to the Broker, the Sole and Exclusive Right to Sell the above described property, based on the terms and conditions contained in this Agreement. Attached to this form is a Property Description Form which is incorporated by reference to this form.

Seller further agrees to pay Broker a compensation of _____. If the compensation is a percentage, it shall be a percentage of the offering price or of any sales price accepted by the Seller. The compensation shall be earned by the Broker and payable to the Broker if the property is sold by the Seller, the Broker, or through any other source during the term of this Agreement.

Seller represents that this property is not and will not be Exclusive Listed with any other Broker during the term of this Listing Agreement. Seller further represents that this property is not and will not be Listed for Rent during the term of this Listing Agreement unless mutually agreed terms and conditions are negotiated with the Broker.

"As Seller you have the right to individually reach an agreement on any fee, compensation, or other valuable consideration with any Broker. No fee, compensation or other consideration has been fixed by any government authority or by any trade association or Multiple Listing Service."

Nothing in this Agreement is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, compensation or other valuable consideration to be charged in transactions by the Broker.

In the event the property, or any part of it, describe in this Agreement is subject of a written or other agreement by the Buyer and Seller or their Designees or is sold, conveyed, leased, or in any way transferred within _____ after the expiration of this Agreement to anyone to whom the Seller, Broker or the Broker's salesperson, sub-agent, (participating Broker/ Cooperating Broker) or Buyers' Broker/Buyers; Agent or Transaction Broker/Transaction Agent had introduced the property during the terms of this Exclusive Listing, the compensation as indicated above shall be earned by the Broker and payable to the Broker by the Seller, unless the Seller executes a new Exclusive Right to Sell Listing Agreement to take effect upon or anytime after the expiration of this Agreement.

SPiRALNY WARRANTS AND AGREES TO USE DUE DILIGENCE IN EFFECTING A SALE OF THE SUBJECT PROPERTY; IN CO-BROKERING THE SUBJECT PROPERTY TO PARTICIPATING BROKERAGE FIRMS AND IN ADVERTISING THE SUBJECT PROPERTY FOR SALE. SPiRALNY FURTHER WARRANTS THAT WITHIN THREE (3) BUSINESS DAYS AFTER EXPIRATION OF THE LISTING TERM, WE SHALL DELIVER TO YOU IN WRITING A LIST OF NO MORE THAN SIX (6) NAMES OF PERSONS WHO INSPECTED THE PREMISES DURING THE LISTING TERM WHO SHALL BE COVERED UNDER THIS AGREEMENT FOR 90 DAYS.

IF WITHIN THIS TIME A CONTRACT IS SIGNED TO SELL THE PREMISES TO A PERSON ON THE SAID LIST, WE SHALL BE ENTITLED TO THE COMMISSION PROVIDED FOR IN THIS AGREEMENT. YOU FURTHER AFFIRM THAT THERE ARE NO OTHER AGREEMENTS WHICH WOULD RESTRICT YOUR RIGHT TO PERFORM UNDER THIS AGREEMENT.

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Seller represents that Seller is the owner of the above-described property and Seller has the full authority to enter into this Agreement. If this Agreement is executed by anyone other than the owner of the property, Owner represents that the individual or individuals is/are acting on behalf of the Owner and that the individual or individuals has/have furnished the /broker with a copy of that written authorization. Seller and Broker further represent that no other terms or conditions exist other than those that are contained in this Agreement.

I, _____ as an authorized representative of **SPiRALNY**
NAME OF THE LICENSEE NAME OF FIRM
 intend to work with you as a: ☐ Seller's Agent Only ☐ Transaction Broker Only
☐ Seller's Agent and Disclosed Dual Agent if the Opportunity Arises

OWNER #1 SIGNATURE	DATE	OWNER #2 SIGNATURE	DATE
_____	_____	_____	_____
OWNER #1 NAME (PRINT)		OWNER #2 NAME (PRINT)	
_____		_____	
OWNER #1 ADDRESS		BROKER'S REPRESENTATIVE SIGNATURE	
_____		_____	
OWNER TELEPHONE NUMBER		BROKER'S REPRESENTATIVE NAME (PRINT)	DATE
_____		_____	_____

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT".

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF _____ MINUS _____ TO POTENTIAL COOPERATING BROKERS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.