

GREATER BOSTON REAL ESTATE BOARD

AGREEMENT FOR EXCLUSIVE RIGHT TO SELL WITH MLS ADDENDUM

DATE: _____

THIS AGREEMENT concerns the following property: _____

PRICE: \$ _____

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller hereby gives to the undersigned Broker the sole and exclusive right to sell the said property for the price and on the terms and conditions herein set forth.

I. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with the price, terms, and conditions of this Agreement.

II. The Broker is granted the sole authority to: *(Check if applicable)*

- A) Advertise the property;
- B) Post "For Sale" signs on the property;
- C) Cooperate with subagents; and/or
- D) Offer compensation to buyer agents.

(NOTE: Regardless of how compensated, buyer agents represent the interest of buyers, not sellers.)

III. The Seller agrees:

- a. To refer all inquiries and offers for the purchase of said property to the Broker;
- b. To cooperate with the Broker in every reasonable way;
- c. To pay the Broker a fee for professional services of _____

if:

- (1) A Buyer is procured ready, willing, and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this Agreement, or such other price, terms and conditions as shall be acceptable to the Seller, whether or not the transaction proceeds; or
- (2) The said property, or any part thereof, is sold through the efforts of anyone including the Seller; or
- (3) The said property, or any part thereof, is sold within _____ days after the term of this Agreement to anyone who was introduced to the said property through the efforts of the Broker or his agents prior to the expiration of said term. However, no fee will be payable under this clause if the said property is sold after said term with the participation of a licensed broker to whom the Seller is obligated to pay a fee under the terms of a subsequent written exclusive listing agreement.

Once an offer has been accepted in writing and a transaction is pending, the Broker shall have no obligation to present further offers to the Seller.

IV. The Seller understands and agrees that the property will be marketed in compliance with all applicable fair housing laws.

V. The period of this Agreement shall be from _____, 20_____, to and including _____, 20_____.
Time is of the essence hereof.

VI. Additional terms and conditions: _____

MLS ADDENDUM ____ Check If Applicable

In order to introduce other brokers to the property and solicit their assistance in procuring a buyer, the Broker may arrange to have this listing distributed through any multiple listing service ("MLS") to which the Broker has access. Any data regarding the property submitted by the Broker to an MLS shall be verified by the Seller. Such data, together with any other information provided to or obtained by the Broker with respect to the property, may be disclosed to prospective buyers and other brokers and may be included in all listings, comparable books and other materials distributed by the MLS either before or after the term of this listing or the sale of the property. If the following space is checked _____, the Broker is further authorized to place a lock box on the property in order to facilitate entry by cooperating brokers and others authorized to examine the property.

IN WITNESS WHEREOF, the Seller and the Broker have hereunto set their hands and seals as of the _____ day of _____, 20_____.

Broker
By _____

Its _____
Title (duly-authorized)

Seller

Seller

Under the Code of Ethics and Standards of Practice of the National Association of REALTORS®, any REALTOR® entering into a listing contract must advise the SELLER of:

- 1. The Realtor's® company policies regarding cooperation and the amount of any compensation that will be offered to subagents, Buyer Agents and/or brokers acting in legally recognized non-agency capacities;
- 2. The fact that Buyer Agents, even if compensated by the Listing Broker or by the SELLER, will represent the interests of BUYERS; and
- 3. Any potential for the Listing Broker to act as a disclosed Dual Agent on behalf of the SELLER as well as the BUYER.

