



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

Greater Hartford Association of REALTORS®



PARTIES AND PROPERTY

I/We (Owner(s)) Joe Seller, give you (Brokerage Firm) Wallace-Tustin Realty the EXCLUSIVE RIGHT TO SELL my/our real property located at (Listed Property) Connecticut, for (Listed Price) \$

The parties agree that:

- 1. This Contract will go into effect on ... and will remain effective through and including ...
2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY to you.
3. You may place a "for sale" sign on the LISTED PROPERTY.
4. You may install a lockbox on the LISTED PROPERTY. I/We understand that other participants in the REALTORS® Multiple Listing and Information Service, Inc. (the Service), REALTOR® members of any association of REALTORS® who are authorized to do so by the Greater Hartford Association of REALTORS®, Inc., and other persons authorized under the Greater Hartford Association of REALTORS®'s lockbox rules will have access to this lockbox.
5. You will use reasonable efforts to sell the LISTED PROPERTY.
6. You will submit the LISTED PROPERTY to members of the Service. I/We will provide accurate information about the LISTED PROPERTY for such submission. I/We understand that information about the LISTED PROPERTY, including property address, submitted to the Service may be posted on the Internet, via websites, as you may determine. You will submit photographs of the exterior and may submit photographs of the interior of the LISTED PROPERTY. I/We recognize and understand that you permit other real estate licensees who are not affiliated with you to advertise your listings on their web sites and in brochures and other media. I/We hereby consent that you may permit such licensees to advertise the LISTED PROPERTY on their web sites and in brochures and other media.
7. I/We understand that you are not an insurer against theft, loss or damage to the LISTED PROPERTY. I/We understand the advisability of verifying the existence of, or obtaining, appropriate insurance through my/our insurance broker and that you are not responsible for theft, loss or damage to the LISTED PROPERTY.

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.

- 8. I/We will pay you a service fee of ... of the agreed upon sale price if and when: (a) I/We enter into a contract for the sale of the LISTED PROPERTY and all material conditions have been met, or are subsequently met after the expiration of the term of this Contract; or (b) During the term of this Contract, I/We, you or anyone else finds a buyer ready, willing and able to buy the LISTED PROPERTY for no less than the LISTED PRICE or for any other terms acceptable to me/us.
9. I/We authorize you to pay a portion of any service fee payable by me/us (i) to buyer agents, and (ii) to any subagents, provided that I/we consent in writing to the subagency.
10. I/We understand and agree that you may also be a buyer's agent for the LISTED PROPERTY. In that event, you would become a dual agent, representing both me/us and the buyer. As a dual agent, you would owe me/us and the buyer a duty of fairness and honesty. Because you would not represent me/us exclusively, I/we cannot expect to have your undivided loyalty. As a dual agent, you may not reveal any confidential information which would provide a negotiating advantage to either party except as authorized by either party or required by law. If dual agency arises, you will promptly disclose all relevant information to me/us and give me/us any disclosure notices and consent agreements required by law, for my/our review and signature.
11. I/We have received a copy of this Contract.
12. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors and assigns.
13. I/We agree to pay any costs and attorney's fees which you may incur to collect any monies due to you under this Contract.
14. Other Terms:
15. I/We understand that you as my agent and any buyer agents or subagents have a legal obligation to disclose any material information that you know about the LISTED PROPERTY.

STATEMENTS REQUIRED BY LAW

The real estate broker may be entitled to certain lien rights pursuant to subsection (d) (and subsections e-q) of section 20-325(a) of the Connecticut General Statutes.

This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, MENTAL RETARDATION, MENTAL DISABILITY OR PHYSICAL DISABILITY AND FAMILIAL STATUS.

Owner Initial Date Broker Authorized Representative Initial Date

OTHER STATEMENTS

I/We understand that I/we must give prospective buyers a fully completed Residential Property Condition Disclosure Report. I/We must give the Report to buyers before they execute a written offer to buy the LISTED PROPERTY. Otherwise, I/We must credit the buyers \$300.00 at closing. (Conn. Public Act No. 95-311.)

You have given me/us a blank Residential Property Condition Disclosure Report.

INFORMATION ABOUT FEDERAL LEAD LAWS

Federal regulations governing lead paint apply to "target housing", which with some exceptions means housing built before 1978. Unless an exception applies, if the LISTED PROPERTY was built before 1978, I/we must (i) give buyers the EPA brochure entitled "Protect Your Family From Lead In Your Home", and (ii) give buyers and you (Broker) all information I/we know concerning the presence of lead-based paint and lead-based paint hazards in the LISTED PROPERTY and copies of all records and reports available to me/us pertaining to this. To meet the timing requirement of the federal law, I/we must give these documents and information to a buyer before the buyer is obligated under a purchase contract, (that is, before both the buyer and I/we have executed a purchase contract). Failure to do so may result in substantial damages and/or penalties against me/us under federal law.

I/We also understand that if the LISTED PROPERTY is "target housing" and no exception applies, I/we must permit a buyer a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards in the LISTED PROPERTY before the buyer is obligated under the contract. I/We can mutually agree with the buyer in writing to a different time period. The buyer can also waive this right completely in writing.

I/We completed the seller's portion of the Disclosure of Information on Lead-Based Paint and Hazards. I/We will receive a fully executed copy of the Disclosure and must keep it for 3 years after the closing.

I/We may be liable for substantial damages and penalties for failing to meet the duties of a seller under the laws governing lead-based paint.

I/We read and understand this section: All Sellers Initial _____

I/We understand that potential serious health risks (including cancer, brain damage and acute illnesses such as eye, nose and throat irritation) are associated with lead substances, asbestos, radon and other environmentally hazardous conditions. Therefore, I/we must tell prospective buyers if I/we know that these conditions exist in the LISTED PROPERTY.*

If I/we fail to disclose known material information about the LISTED PROPERTY -- including the presence of environmentally hazardous conditions -- I/we may be violating federal and/or Connecticut law. This can result in (i) rescission of any purchase agreement between me/us and a prospective buyer, (ii) an award of damages against me/us, as the seller, or any person responsible for disclosing the information, and/or (iii) statutory damages under federal laws on lead-based substances. This is in addition to any requirement to credit a buyer \$300.00 at closing if I/we have not given the buyer a Residential Property Disclosure Report.

*Further information about environmentally hazardous conditions can be obtained from the Connecticut Department of Consumer Protection, 165 Capitol Avenue, Hartford, Connecticut 06115, the Connecticut Department of Health Services, 150 Washington Street, Hartford, Connecticut 06106, and the regional office of the U.S. Environmental Protection Agency, John F. Kennedy Federal Building, One Congress Street, Boston, Massachusetts 02203.

Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Broker elects to use:

Fax: Fax number is: (860) 644-3668

Email: Email address is: wallace-tustin@snet.net

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

Owner elects to use:

Fax: Fax number is: _____

Email: Email address is: _____

(Brokerage Firm) wallace-tustin Realty Owner _____ Date _____
Joe Seller

By: (Auth. Rep.) _____ Date _____ Owner _____ Date _____

No. & Street 1496 Sullivan Avenue No. & Street _____

City, State, Zip South Windsor, CT 06074 City, State, Zip _____