



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT



MLS# _____ County, New York _____, _____, _____
(Required to be filed with GHVMLS within 24 hours) Month / Day Year

Grant of Exclusive Right to Sell. In consideration of _____ (Broker),
submitting the property located at: _____

Owned by: _____ to the Greater Hudson Valley Multiple Listing Service, Inc. (GHVMLS),
under the terms of its Multiple Listing Rules and Regulations, and in further consideration of said Broker undertaking to find a purchaser for said
property, the undersigned, (Owner), gives to Broker the sole and exclusive right to sell said property under the following terms and conditions:

- 1. Period of Agreement. This agreement is effective from the above date and shall expire at midnight on _____, 20_____.
2. Price and Authority. The property will be offered for sale at a list price of \$ _____
and shall be sold, subject to negotiation, at such price and upon such terms to which Owner(s) may agree.
3. Owner's Authorization and Obligation. The Owner authorizes the Broker to submit this listing to the Greater Hudson Valley MLS, Inc. and
to make an offer of cooperation to all participants in GHVMLS and to any other cooperating agent authorized under the law to receive a
commission and with whom the listing Broker deems it appropriate to cooperate in the Owner's best interest.
4. Brokerage Fee. If during the period of this agreement or any extension thereof, a transfer, sale or exchange of the property is made,
effected or agreed upon with anyone, the Owner agrees to pay the Broker a commission of _____ of the selling price at the time the brokerage
commission is earned by the broker but in no event, later than the date of closing.
The commission offered by Broker to Sub-Agents shall be _____ of the gross selling price. The commission offered by Broker to Broker's
Agents shall be _____ of the gross selling price. The commission offered by Broker to Buyer(s) Agents shall be _____ of the gross selling
price.
5. Owner's Obligation After Expiration of Agreement. Owner agrees to pay the commission referred to in paragraph 4 if, within _____ months
after the expiration date of this agreement, a purchaser buys the property who (a) was shown the property by a licensed agent or Participant of
GHVMLS and/or was made aware of the property by a licensed agent or Participant of GHVMLS or the Owner during the term of the listing or
any extension thereof.
6. Who May Negotiate for Owner. Owner agrees to direct all inquiries to the Broker. Owner elects to have all negotiated offers to purchase
submitted through Broker _____ or Cooperating agent _____.
7. "For Sale" Sign. The Owner grants the Broker exclusive "For Sale" sign privilege on the property, consents that the property may be shown
at any reasonable hour, and agrees to refer any inquiries concerning the property to Broker.
8. Exclusive Right to Rent. Should Owner desire to rent the property during the term of this Agreement, the Broker is granted the sole and
exclusive right to rent the property.
9. Lock Box. Owner gives Broker the right to install a GHVMLS Electronic Lock Box on the property for the purpose of allowing GHVMLS members
access to the home.
10. Fair Housing. It is agreed that this property is listed in full compliance with local, state and federal fair housing laws against discrimination on
the basis of race, color, religion, sex, national origin, handicap, age, marital status, and/or familial status, children or other prohibited factors.
11. Commission Escrow. If for any reason, the Broker is not paid the compensation set forth herein on the due date, the Owner shall establish
an escrow account with a party mutually agreeable to the Broker and Owner and shall place into said escrow account an amount equal to the
compensation set forth herein.
12. Commission Deposit. At the time of the closing, you may be required to deposit the Broker's commission with the county clerk in the event you
do not pay the Broker his or her commission as set forth herein.
13. Termination. Owner understands that if Owner terminates the Broker's authority prior to expiration of the term of this agreement, Broker shall
retain its contractual rights to a commission and recovery of advertising expenses and any other damages incurred by reason of an early
termination of this Agreement.

OWNER HAS READ AND UNDERSTANDS THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COPY OF SAID AGREEMENT.
THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO. AGREED TO AND ACCEPTED BY:

(Broker) _____ (Date) _____ (Owner) _____ (Date) _____
(Authorized Representative) _____ (Date) _____ (Owner) _____ (Date) _____
(Owners Address) _____ (Owner's Phone Number) _____

DEFINITIONS

The following definitions are offered in compliance with Regulation 175.24 under Article 12-A of the Real Property Law.
An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the owner of a property find a buyer for your house, or if another broker finds a buyer,
you must pay the agreed commission to the present broker.
An "EXCLUSIVE AGENCY" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker.
However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

(Owner) _____ (Date) _____ (Owner) _____ (Date) 12/08