

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT



I/We _____ ("SELLER"), hereby grant to **Startpoint Realty**, a real estate broker licensed under the laws of the Commonwealth of Massachusetts ("BROKER"), the exclusive right to sell the property described as _____

and recorded in the _____ County Registry Of Deeds at Book _____, Page _____ ("PROPERTY") on the following terms and conditions:

- 1. Seller's Duties And Representations.** The BROKER is granted the exclusive right to sell the PROPERTY, as the SELLER'S agent, during the term of the Agreement and the SELLER agrees to refer all inquiries to the BROKER, to cooperate in marketing the PROPERTY, including completing, lead paint (if property built before 1978) and other forms. If the PROPERTY is sold to a buyer procured by the BROKER, by the SELLER or by anyone else, the fee described in paragraph 4 shall be due. The BROKER is authorized, but is not required: (a) to offer compensation to other licensed brokers as buyer's agents or facilitators; (b) to place a listing for the PROPERTY in any multiple listing service; (c) to place a sign on the PROPERTY; (d) to photograph and advertise the PROPERTY in such media as the BROKER may select; and (e) to place a lock box on the PROPERTY. The SELLER authorizes the BROKER to disclose to prospective buyers all information about the PROPERTY provided to the BROKER by the SELLER, all of which the SELLER represents to be accurate. **The SELLER acknowledges receipt of a Mandatory Licensee-Consumer Relationship Disclosure form.** According to the Code of Ethics and Standards of Practice of the National Association of REALTORS®, SELLER has been advised of (1) the broker's general company policies regarding cooperation with and compensation to subagents, buyer's agents and other licensees; (2) the fact that a buyer's agent, even if compensated by the listing broker or seller will represent the interest of the buyer; and (3) any potential for the listing broker to act as a disclosed dual agent on behalf of the seller and buyer. The SELLER agrees to comply with all applicable fair housing laws.
- 2. Listing Price.** The listing price for the PROPERTY shall be _____ dollars or such other price and terms as the SELLER may approve.
- 3. Listing Period.** This Agreement shall begin on _____ and end on _____ and may be extended by agreement.
- 4. Broker's Fee.** If within the term of this Agreement or any extension the PROPERTY is sold or the BROKER procures a buyer who is ready, willing and able to buy at a price and on the terms set forth herein or on such other price and terms as the SELLER may agree, the BROKER shall be due a fee of _____ percent of the selling price, whether or not the transaction is completed or title passes. Said fee shall be paid at the time set for closing and may be deducted from amounts held by BROKER as escrow agent. The aforesaid fee shall also be due upon sale within _____ months after expiration of this Agreement or any extension to any person who is introduced to the PROPERTY during the aforesaid term or any extension, except if the SELLER has entered into an exclusive agreement with another broker in good faith, in which case the BROKER shall be entitled to receive only the difference between the fee set forth herein and any lesser fee paid to the other broker. If any deposit is retained by the SELLER as liquidated damages for default by the buyer under any agreement for sale of the PROPERTY, the BROKER shall be due one-half (1/2) of the amount so retained, but not more than an amount equal to the full commission that would have been paid to BROKER if a sale had been completed. All fee disputes, claims or controversies arising out of or related to this Agreement shall, upon demand of either party, be submitted for binding arbitration, to the local association/board of REALTORS® or, in the event the association/board declines to hear the matter, to the American Arbitration Association (AAA) or, upon mutual agreement, to another dispute resolution service. The REALTOR® arbitration proceedings shall be conducted by a panel of three (3) arbitrators according to the then current rules of the association/board of REALTORS® or, if before AAA, by a single arbitrator according to the consumer arbitration rules, or if not applicable, to the commercial arbitration rules of the AAA, and all proceedings will be conducted at a location in Massachusetts chosen by the arbitrator. Reasonable attorneys' fees and costs shall be awarded to the generally prevailing party in the arbitration. Should either party file a claim for violation of General Laws Chapter 93A, the prevailing party (including any agent of the BROKER) shall be entitled to recover reasonable attorneys' fees and costs, but no fees and costs shall be recovered in the event that a tender of settlement was made in advance of suit, but rejected, and the court or arbitrator determines that the rejected tender was reasonable in relationship to the injury actually suffered.



