

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: _____ DATE: _____

DISCLOSURE PROVISIONS APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are _____

_____ and holds a _____ Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment to the Agent(s). _____ Yes _____ No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. ___ Yes ___ No

In consideration of Agency's agreement to list and promote the sale of (all part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of _____, County of _____, State of Maine, located at _____ and described in deed(s) recorded at said County Registry of Deeds in Book(s) _____, Page(s) _____, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ _____, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of _____ % of contract price. This agreement shall be in effect for _____ months, from _____ to _____.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall terminate on _____.

SUBAGENCY

- Yes No This Agency's policy is to cooperate with other agencies acting as subagents of you the Seller.
- Yes No This Agency's policy is to share compensation with subagents.

BUYER'S AGENCY

- Yes No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
- Yes No This Agency's policy is to share compensation with Buyer's agents.

TRANSACTION BROKERS

- Yes No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
- Yes No This Agency's policy is to share compensation with transaction brokers.

DISCLOSURE OF VARIABLE COMPENSATION

- Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
- Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency.

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by _____ deed.
- To authorize a "For Sale" sign on the property. Yes No
- To authorize the advertising of the property. Yes No
- To authorize use of a key and/or a lock box on the property. Yes No
- To authorize Agency to divulge the existence of offers on the property. Yes No
- To authorize publication of property in the MLS and use of information for marketing and statistical purposes. Yes No
- To authorize the Agency to use and make exterior and interior photographs of said property in promoting its Yes No
- To authorize inclusion of street address of the property on Internet display to the public. Yes No
- To authorize purchase of a Home Warranty Plan to be paid at Seller's expense. (\$ _____) Yes No

The Licensee/Agency anticipates receiving the following compensation or other valuable consideration in return for referring a home warranty company to the parties in this transaction when the sale closes: \$ _____ .

- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Agency is not an insurer against loss of or damage to personal property.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump, and electrical fixtures are included with the sale except for the following: _____

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: _____

Other Conditions: _____

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax transmissions sent from Agency to fax number(s) provided herein.

SELLER(S) _____

SELLER(S) Mailing Address: _____

SELLER(S) Phone Number: _____

SELLER(S) E-mail Address: _____

SELLER(S) Fax Number(s): _____

Accepted by _____ on behalf of _____
(REAL ESTATE LICENSEE) (AGENCY)

