

EXCLUSIVE LISTING AGREEMENT

New Hampshire Association of REALTORS® Standard Form

This is to be construed as an unequivocal *Exclusive Right To Sell/Lease* between the Seller and the undersigned Firm.



1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), _____ ("SELLER"), hereby gives the undersigned _____ ("FIRM"), on this date, _____, in consideration of **FIRM'S** agreement to list and promote the sale, lease or exchange of property located at _____ owned by **SELLER** consisting of _____, and including any other property, real or personal, subsequently added thereto, recorded in the _____ County Registry of Deeds in Book _____ Page _____ ("**PROPERTY**"), the exclusive right to sell, lease or exchange said **PROPERTY** at a price of \$ _____ on the terms herein stated, or at any other price and terms to which **SELLER** may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which **SELLER** may agree, then **SELLER** agrees to pay **FIRM** a commission of _____ of the contract price or _____ of the lease amount or _____.

2. **THIS AGREEMENT SHALL BE IN EFFECT** from _____, through _____. Upon full execution of a contract for sale and purchase of the **PROPERTY**, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, **FIRM** will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the **PROPERTY** is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within _____ months after the expiration or rescission of this Agreement to anyone whom **FIRM** has procured, unless the **PROPERTY** has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the **PROPERTY**, showing the **PROPERTY**, or presenting offers on the **PROPERTY**. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned **SELLER** and one half shall belong to the above named **FIRM** as a fee for professional services, or _____.

3. **DUTIES OF FIRM.** **FIRM** owes **SELLER** the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting.

4. **DISCLOSED DUAL AGENCY.** **SELLER** acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both **SELLER** and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If **SELLER** would like the property shown to buyers who are also represented by the **FIRM**, the potential for dual agency exists.

☐ **SELLER** hereby consents to dual agency showings. **SELLER** will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

SELLER	DATE	SELLER	DATE
<input type="checkbox"/> At this time, SELLER does not consent to dual agency showings.			

SELLER	DATE	SELLER	DATE
<input type="checkbox"/> Not applicable - FIRM does not practice dual agency.			

5. **DUTIES OF SELLER.** **SELLER** acknowledges duty to disclose to **FIRM** all pertinent information about the **PROPERTY**, adverse or otherwise, and **SELLER** understands that all such information will be disclosed by **FIRM** to potential purchaser. **SELLER** hereby agrees to hold **FIRM** harmless from any claims which may result from **SELLER'S** failure to disclose such information about the **PROPERTY**. If any pertinent fact, event or information about the **PROPERTY** comes to **SELLER'S** attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, **SELLER** will immediately notify the potential purchaser and **FIRM** of the same in writing.

6. **SCOPE OF SERVICES.** **SELLER** acknowledges that **FIRM** is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. **SELLER** is hereby advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by **SELLER** that **FIRM** may provide names of service providers or products as one of a number of choices available to **SELLER**. **FIRM** shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

7. **COOPERATION WITH OTHER BROKERS** - **SELLER** authorizes the following forms of cooperation:

(a) Cooperate with licensees from other firms who accept FIRM'S offer of subagency. FIRM'S policy is to compensate the subagent a _____ % commission of the contract price or _____. Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of FIRM and any sub-agents who are acting on behalf of the SELLER when FIRM or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a _____ % commission of the contract price or _____. _____.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a _____ % commission of the contract price or _____. _____.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM

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(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."
(e) <input type="checkbox"/> None of the Above. If this box is checked, property cannot be placed in MLS.

8. SPECIAL CONDITIONS - SELLER agrees:

<input type="checkbox"/> Yes <input type="checkbox"/> No		A For Sale sign may be placed on the property.
<input type="checkbox"/> Yes <input type="checkbox"/> No		Property will be advertised and marketed at FIRM'S discretion.
<input type="checkbox"/> Yes <input type="checkbox"/> No		A key to the building will be on file with FIRM .
<input type="checkbox"/> Yes <input type="checkbox"/> No		Lock box may be placed on the property.
<input type="checkbox"/> Yes <input type="checkbox"/> No		FIRM must be present for all showings.
<input type="checkbox"/> Yes <input type="checkbox"/> No		Exterior pictures of the property may be taken.
<input type="checkbox"/> Yes <input type="checkbox"/> No		Interior pictures of the property may be taken.
<input type="checkbox"/> Yes <input type="checkbox"/> No		Video/virtual tour photography is allowed at FIRM'S discretion.
<input type="checkbox"/> Yes <input type="checkbox"/> No		FIRM may disclose existence of other offers.
<input type="checkbox"/> Yes <input type="checkbox"/> No		Property listing data may be submitted to MLS and may be used for comparables.
<input type="checkbox"/> Yes <input type="checkbox"/> No		Property address may be displayed on public websites.
<input type="checkbox"/> Yes <input type="checkbox"/> No		SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
If "Yes" is checked above:		
<input type="checkbox"/> Yes <input type="checkbox"/> No		Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input type="checkbox"/> agents other than SELLER'S broker and <input type="checkbox"/> members of the public.
<input type="checkbox"/> Yes <input type="checkbox"/> No		Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input type="checkbox"/> agents other than SELLER'S broker and <input type="checkbox"/> members of the public.
<input type="checkbox"/> Yes <input type="checkbox"/> No		MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS member's public websites.
<input type="checkbox"/> Yes <input type="checkbox"/> No		MLS members may provide a means to write comments or reviews (also known as blogging) about this listing in immediate conjunction with this listing on MLS member's public websites.

9. ADDITIONAL PROVISIONS

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS, GENDER IDENTITY OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

SELLER	DATE	SELLER	DATE
ADDRESS		ADDRESS	
CITY	STATE	ZIP	
FIRM	BY	TITLE	DATE
ADDRESS		CITY	STATE
		ZIP	