



Eastern Connecticut Association of REALTORS® Inc.
EXCLUSIVE RIGHT TO LEASE/SELL/EXCHANGE LISTING AGREEMENT



I/WE \_\_\_\_\_ (the OWNER(s)) give you, \_\_\_\_\_ the
BROKER), the Exclusive Right to Lease/Sell/Exchange my real property located at \_\_\_\_\_
\_\_\_\_\_, Connecticut and duly recorded at Volume \_\_\_\_\_, Page \_\_\_\_\_.

NOTICE: THE AMOUNT OR RATE OF BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH
BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

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).

NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION
20-325A OF THE CONNECTICUT GENERAL STATUTES.

NOTICE: The OWNER has certain obligations under title X of the Residential Lead Based Paint Hazard Reduction Act of
1992.

- 1. The OWNER authorizes the BROKER to quote a SALE/EXCHANGE price of \$ \_\_\_\_\_.
2. The rent (Lease Only) shall be \$ \_\_\_\_\_ per \_\_\_\_\_.
3. The OWNER/TENANT shall pay the following in addition to rent:
Taxes \_\_\_\_\_ Insurance \_\_\_\_\_ Heat \_\_\_\_\_ Electricity \_\_\_\_\_ Gas \_\_\_\_\_ Water/Sewer \_\_\_\_\_
Telephone \_\_\_\_\_ CAM \_\_\_\_\_ Other \_\_\_\_\_ Security Deposit \$ \_\_\_\_\_
4. This agreement will take effect on \_\_\_\_\_, 20\_\_\_\_ and will remain effective until the Property is leased/sold or
exchanged or until \_\_\_\_\_, 20\_\_\_\_, whichever occurs first or unless terminated as herein provided.
5. During the term or renewal of this Agreement whenever the BROKER procures a customer ready, willing and able to purchase,
lease or exchange the Property, or if the Property is leased, sold or exchanged by the OWNER or by anyone else, for the sale price or
upon such other terms as may be agreed upon by the OWNER, the OWNER will pay the BROKER a commission as follows:
( ) Original Lease Term Percent ( %) of gross rent over the term
( ) Lease Renewal or Expansions Percent ( %) of gross rent
( ) Real Estate Sale Percent ( %) of gross total sale price
( ) Business Sale Percent ( %) of gross total sale price
( ) Exchange - commission paid by each principal. Fee: \_\_\_\_\_
( ) Options/Non-refundable monies: BROKER is entitled to \_\_\_\_\_% of all option payments and non-refundable
deposits applicable to this property.

The OWNER agrees to provide the BROKER with a copy of the executed lease at the time of its execution. Payment of the
commission owed shall be payable upon execution of the lease. All sell or exchange commissions are due and payable at any time
after the BROKER procures the customer, but no later than the time of closing. Commissions on any renewals or expansion, between
the OWNER and a tenant shall be paid at the time same became effective. The OWNER agrees to insert a clause in the lease that
would allow the tenant to send its monthly rent to the BROKER until the BROKER receives the full commission owed in the event
the OWNER fails to pay the BROKER its commission including any commissions due on renewals or expansions.

6. The OWNER and BROKER further agree that the Broker shall be entitled to the commission if the property is sold by the
BROKER, the OWNER or anyone, within \_\_\_\_\_ days after the expiration of this contract or any extension hereof, to any person
to that the BROKER has shown the property. However, in the event that the OWNER lists the property with another broker within the
days shown above, and if the OWNER actually pays a commission to such broker, then the OWNER is not obligated to pay the
BROKER for any commission.

7. The BROKER may \_\_\_\_\_, may not \_\_\_\_\_ place a sign on the property.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Agent on behalf of Broker \_\_\_\_\_ Date \_\_\_\_\_

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8. The OWNER has informed the BROKER of all material defects on the listing property, and the OWNER agrees to hold the BROKER harmless in connection with any damages (including court costs and attorney's fees, if applicable), which the BROKER may suffer due to any information, which the OWNER withheld from the BROKER or supplied to the BROKER incorrectly.
9. If this Property is sold directly or indirectly to the tenant during the term of the lease or within \_\_\_\_\_ days of the expiration of the lease, the OWNER will pay the BROKER a commission of \_\_\_\_\_% of the agreed upon total sale price at the time of closing and transfer of sale.
10. The OWNER agrees that this Agreement shall be binding upon their heirs, successors, assigns, executors and administrators.
11. In the event that it is necessary for the BROKER to take legal action against the OWNER to enforce any part of this Agreement and changes and extensions thereto, the OWNER agrees to pay the BROKER reasonable attorney's fees and court costs if the BROKER prevails, in addition to any other award or negotiated settlement.
12. The person executing this Agreement, whether the sole proprietor, a corporation or partnership is duly elected, qualified, authorized to execute and deliver this Agreement, binds and commits all OWNER(s) to the terms and conditions of this Listing Agreement. If the OWNER is a corporation, OWNER acknowledges that a corporate resolution has been executed, authorizing the sale of the property.
13. The OWNER authorizes the BROKER to disclose any information to prospective tenants/buyers that the OWNER provides concerning this Property. The OWNER has reviewed the information and represents that it is accurate. The BROKER is not responsible for the accuracy of the information supplied by the OWNER.
14. The BROKER agrees to use diligent efforts to lease/sell/exchange the Property and solicit the cooperation of other brokers.
15. The OWNER understands and agrees that the BROKER may also become a buyer's agent for the property. In that event the BROKER would become a dual agent, representing both the OWNER and the Buyer. If this situation should arise, the BROKER will present a dual agency and/or a designated agency consent agreement to the OWNER for signature at that time.
16. The OWNER agrees to refer all inquiries to lease/sell/exchange the Property to the BROKER and to advise the BROKER of any contacts made by any prospective customers or other brokers.
17. Use of Electronic Record. The parties agree that they may use an electronic record, including fax or e-mail, to make and keep this Agreement. Either party has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions.

For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer. For access to and retention of e-mail records, you will need a personal or laptop computer, Internet account and e-mail software.

The Listing Agent wishes to use

Fax machine. fax number is: \_\_\_\_\_  E-mail. E-mail address is: \_\_\_\_\_

The Seller wishes to use

Fax machine. fax number is: \_\_\_\_\_  E-mail. E-mail address is: \_\_\_\_\_

Each party will promptly inform the other of any change in E-mail address or fax number in writing.

18. Additional Provisions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Receipt of a copy of this Agreement by the OWNER is hereby acknowledged.

_____ Seller	_____ Date
_____ Address	
_____ Email	_____ Phone
_____ Seller	_____ Date
_____ Address	
_____ Email	_____ Phone

_____ Seller	_____ Date
_____ Address	
_____ Email	_____ Phone
_____ Agent on behalf of Broker	_____ Date
_____ Address	
_____ Email	_____ Phone