



**MONMOUTH/OCEAN MULTIPLE LISTING SERVICE
EXCLUSIVE RIGHT TO SELL AGREEMENT OR EXCLUSIVE RIGHT TO RENT/LEASE AGREEMENT**



PROPERTY ADDRESS _____ TWP OR BORO _____
 MAILING ADDRESS (IF DIFFERENT) _____ COMPLEX/SUB-DIVISION _____
 OWNER(S) _____ HOME PHONE _____
 OWNER'S ADDRESS _____ ALT. PHONE _____
 LISTING AGENCY EZ Flat Fee Realty, LLC LISTING AGENT Thomas Hodgson PHONE 800-393-5283

In consideration of the services to be performed by the listing REALTOR®, the owner (or owners) does authorize the listing REALTOR® the sole exclusive and irrevocable right to sell at a price of \$ _____, to lease or rent at a monthly rate of \$ N/A, the real estate and/or business located at _____
 Property Address

The owners do agree to assist and fully cooperate in the sale or lease of the property, including granting the listing REALTOR® the exclusive right to place his or her sign on the property, advertise the property (including, without limitation, placing the property on internet sites, including proprietary sites owned by third parties). The owners represent that this property is not listed in any manner with any other broker.

- The right to sell, lease/rent, shall begin on the _____ day of _____ 200__ and shall expire on the _____ day of _____ 200__.
- The REALTOR® agrees to exert his/her best efforts to obtain a purchaser or lessee for the real estate and/or business and agrees to register the same with all Participants of the Multiple Listing Service, in accordance with its Rules and Regulations.
- All persons signing this agreement as Owners represent that they are either owners or authorized by the Owners to sign this agreement, and that they have the legal right to sell, lease, or exchange the property and that they can and will execute a sufficient instrument of conveyance. They also acknowledge receipt of the Summary of the NJ Law Against Discrimination, dated January 2005, as printed on the reverse side of this agreement.
- If, before the expiration date (item 1 above) the real estate and/or business is sold or exchanged, regardless of who effects such sale or exchange (including the owner), the Owner shall pay a commission of N/A of the sale price, due and payable at the time the sale or exchange takes place. In the event of an exchange, the listing price shall be considered the sale price.
- If, before the expiration date (item 1 above) the real estate and/or business is leased/rented, regardless of who effects such lease/rental (including the owner), the owner agrees to pay a commission of N/A on each installment of rent or N/A months rent for each year of the lease/rental. If the tenancy continues beyond the term of the original lease/rental the owner agrees to pay a commission on all such renewals or extensions as set forth above. If, during the terms of tenancy, the tenant purchases the real estate and/or business a commission of N/A of the sale price shall be paid by the owner.
- If the real estate and/or business is sold, leased or exchanged within a period of N/A days from the expiration of this listing or any extension thereof to a buyer introduced to the property during the term of this listing agreement, the Owner shall pay to the listing broker the commission set forth above. However, the Owner shall not be obligated to pay such commission if a valid listing agreement is entered into during the term of this protection period with another licensed real estate broker, and the sale, lease, or exchange of the property is made during the term of this protection period.
- The owner agrees to indemnify and hold harmless the REALTORS® from any claim arising out of personal injuries to a tenant or other persons injured in or on the property.
- The owner (check one) agrees to permit does not agree to permit the REALTOR® to place a lock box on the property.
- In the event the real estate is sold in cooperation with another member of the Multiple Listing Service, the Listing REALTOR® will retain N/A of the purchase price. Listing REALTOR® offers the following commissions to: Sub-agents: -0-; Buyer's Agent: _____ Transaction Broker: -0-. The selling office will reimburse the listing office the listing fee charged by the Monmouth/Ocean Multiple Listing Service in the amount of \$15.00 (optional).
- In the event the real estate is rented or leased in cooperation with another member of the Multiple Listing Service, the Listing REALTOR® will retain N/A of the rental lease amount. Listing REALTOR® offers the following rental or lease commission to: Sub-agents: N/A; Buyer's Agent: N/A; Transaction Broker: N/A. The selling office will reimburse the listing office the listing fee charged by the Monmouth/Ocean Multiple Listing Service in the amount of \$15.00 (optional).
- Owners and Listing REALTOR® understand that if a Buyer has been obtained by a Buyer's Agent who has a written Buyer's Agent contract with that Buyer, in such a case the Buyer's Agent is representing the Buyer and has no fiduciary responsibility to the owner or the Listing REALTOR®, regardless of whether the Buyer's Agent participates in the brokerage fee.
- The owners agree and acknowledge that the dollar amount of said commission shall be a lien (a legal claim) on the purchase money proceeds derived from sale of the subject property. The owners, by this agreement, authorize and direct the party disbursing the closing proceeds to pay to the broker/brokers, the full commission as set forth above out of the proceeds of the sale, prior to the payment of any funds to the owners or other lienholders.
- In the event the property is taken by condemnation through an eminent domain proceeding while the property is under contract of sale, the Broker shall be entitled to a commission at the rate set forth herein on the price paid by the condemning authority.
- The owner acknowledges that he/she has read this listing agreement, understands the contents and has received a copy, and that no agreement or conditions exist, other than those contained in this agreement.

15. SELLER acknowledges that he/she has received the Consumer Information Statement on New Jersey Real Estate Relationships.
 *I, Thomas Hodgson, as an authorized representative of EZ Flat Fee Realty, LLC, intend as of _____
 Name of Licensee Name of Brokerage Firm
 this time, to work with you, the Seller, as a Transaction Broker (*indicates one of the following: seller's (landlord) agent only, seller's (landlord) agent and disclosed dual agent if the opportunity arises, transaction broker).

REMARKS: The seller has agreed to pay the listing broker a non-refundable flat fee to list the seller's property on the Monmouth Ocean MLS

 Witness DATE: _____

 Salesperson (Owner, Partner or Corporate Legal Signature)

 Accepted by: Listing Broker or Authorized Signature (Owner, Partner or Corporate Legal Signature)

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT." SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO. THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS. ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF _____ MINUS \$150.00 TO POTENTIAL COOPERATING BROKERS. IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER. BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

AS SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER, NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE. NOTHING HEREIN IS INTENDED TO PROHIBIT AN INDIVIDUAL BROKER FROM INDEPENDENTLY ESTABLISHING A POLICY REGARDING THE AMOUNT OF FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION TO BE CHARGED BY THE BROKER IN THIS TRANSACTION.