



Choice One Realty, LLC

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EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT - RESIDENTIAL PROPERTY

TO LISTING BROKER: **Choice One Realty, LLC** successors or assigns Office ID # _____ Contract Date: _____

1. DURATION OF LISTING: In consideration of your undertaking to find a purchaser for the real estate described in paragraph 2 of this agreement, I (we) represent that we are the owner of said property and have the right to execute this contract. I (we) hereby grant onto you/or your representatives, agent, subagents, and cooperating broker the sole and exclusive right to show, offer for sale and sell the described property from the contract date above until 11:59P.M on _____

2. PROPERTY DESCRIPTION: I (we) hereby offer for sale property located in the _____

of _____, county of _____, Michigan, legally described as

also being commonly known as _____

3. ITEMS INCLUDED: The property described above includes all fixtures, improvements and appurtenances including if now in or on the property, all built-in equipment, shelving, cabinets, all lighting fixtures and their shades, attached carpeting, curtains and drapery hardware, window shades and blinds, attached mirrors, television antennas, satellite dish (if not rented), attached humidifier, all landscaping, Washer, Dryer, Refrigerator, Stove, Microwave, Dishwasher (cross off any that do not exist or that do not apply to be included in the sale). I (we) specifically EXCLUDE the following items

4. PRICE AND CONDITION: I (we) authorize you to offer the property for a price of \$ _____ to be paid as follows: Cash, or Cash to new mortgage, Other: _____.

5. AGREEMENT TO PAY DISCOUNT POINTS: If the sale of this property is subject to new mortgage financing, I (we) agree to pay up to _____% of the amount of such mortgage for mortgage discount points to the mortgage.

6. USE & OCCUPANCY: I (we) agree to provide possession of the property to the purchaser within _____ days of the date of closing and pay a use & occupancy fee of \$ _____ per day, or upon any other terms to which I (we) consent.

7. REQUIRED CERTIFICATIONS: If an inspection and certification of the premises is required by local ordinance, State or Federal Law, or purchaser's lending institution, I (we) agree to pay for said inspections. I (we) further agree to have any and all repairs required by such an inspection made, provided they do not exceed \$ _____ or, unless the requirement for repairs are waived by purchaser(s).

8. AFFILIATED BUSINESS DISCLOSURE: Notice is hereby given that Choice One Realty, LLC. has a business relationship with the following companies: None. Your referral may provide Choice One Realty, LLC and your agent with financial benefit. There are other settlement service providers. You are free to shop around to compare services and rates.

9. LISTING FEE, TRANSACTION FEE AND BUYER SERVICE FEE COMPENSATION AND OBLIGATION TO PAY:

9A) LISTING FEE AND OBLIGATION TO PAY: I (we) agree to pay you in the amount designated below in section 9A as an up-front, non-refundable, listing fee. I further understand that this amount is immediately payable, but no later than the date of execution of this contract. I acknowledge that UNLIKE the compensation described in paragraph 9B below, the Listing fee is a NON-refundable fee that is payable unconditionally regardless if this contract results in any offer or sale of the above property. The Choice One Listing fee amount is exclusive and an amount that is in additional amount to compensation described in paragraph 9B below.

I hereby elect to enroll in one of the following Listing Programs (select only 1) and agree to pay the designated up-front program fee:

_____ Discount MLS – Broker to Client Agency Relationship is “Transaction Coordinator” not “Seller’s Agency”: **\$ 49.99**

_____ ULTRA MLS – Broker to Client Agency Relationship is “Seller’s Agency or Dual Agency” Full Service: **\$399.99**

_____ ULTRA MLS BUILDER– Broker to Client Agency Relationship is “Seller’s Agency or Dual Agency” Full Service: **\$199.99 listing**

Traditional MLS- Broker to Client Agency Relationship is “Transaction Coordinator” not “Seller’s Agency”: **3% of Sales Price**

ULTRA MLS ONLY includes your choice of 1 month of advertising at no additional cost: TV Ads or Print Ads (choose/circle one)

ULTRA MLS BUILDER advertising offered optionally: (additional costs) (choose) **6 month Ad Pack \$1,599/listing / Other:** _____

(800 System Extension, Home Preview Channel + Homes Magazine ¼ Page Ads) *usage for the 800 system will be billed incrementally.)

9B) TRANSACTION FEE AND BUYER SERVICE FEE COMPENSATION AND OBLIGATION TO PAY:

If a ready, willing and able purchaser is obtained to you, me or anyone, during the term of this contract or any extension of this contract, I (we) authorize, at the price and conditions herein named, or upon any other price, terms or exchange to which I (we) consent, I (we) agree to pay you at closing the applicable **Choice One Transaction Fee** PLUS an applicable **Buyer Service Fee** as follows:

Transaction Fee:

_____ As a Discount MLS Program Client, I (we) agree to Pay a Choice One Transaction Fee in the amount of :	\$ 300.00
_____ As a ULTRA Program Client, I (we) agree to Pay a Choice One Transaction Fee in the amount of :	\$1,250.00
_____ As a ULTRA Builder Program Client, I (we) agree to Pay a Choice One Transaction Fee in the amount of :	\$ _____

PLUS one of the three following Buyer Service Fees (depending on the Buyer's Representation at time of purchase offer):

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| <p>1.) Buyer with a Non-Choice One Realtor: If the Buyer has a Michigan Licensed Realtor who is NOT A Choice One Realty Agent, the fee amount I (we) agree to pay is _____% of the Gross Sales Price or whatever amount is specified in the Choice One Realty Seller's MLS Listing contract (whichever is greater will apply).</p> <p>2.) Buyer with a Choice One Realtor: If the Buyer's Realtor is a Choice One Realty Agent, the fee is a REDUCED FEE of the commission offered to a Non-Choice One Realtor (see #1 immediately above). I (we) agree to Pay a Choice One Buyer Service Fee in the amount of: _____% of the Gross Sales Price or a fixed fee of _____.</p> <p>3.) Buyer without a Realtor: If the Buyer has signed a current Choice One Realty Agency Disclosure document attesting that the buyer does NOT have any conflicting contractual relationship with a non-Choice One Realty, Michigan Licensed Realtor or Broker, for any type of professional services at the time of the purchase, I (we) agree to Pay a Choice One Buyer Service Fee in the amount of: \$ _____</p> |
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***This Term does not apply for exclusions as follows: ULTRA MLS BUILDER PROGRAM.**

I (We) understand that a broker's compensation for services rendered in respect to any listings is solely a matter of negotiation between the broker and the seller and is not fixed, controlled, recommended or maintained by any persons not a party to the listing agreement.

10. PROTECTION PERIOD BEYOND THE EXPIRATION DATE: I (We) further agree that the previously stated commission amount shall be paid to you if the property is sold, conveyed, or otherwise transferred within 120 days after expiration of this agreement, or any extension thereof, to anyone who learned of the property through the efforts of you or your agent, representatives, subagents, cooperating buyers, agents or transaction coordinators during the term of this agreement. However, I (we) shall not be obligated to pay such commission if I (we) have entered into a valid listing agreement with another REALTOR during the term of this protection period and a sale, lease or exchange of property is made during the term of said protection period.

11. AUTHORIZATION TO PLACE LISTING WITH M.L.S. AND PUBLISH SALE PRICE: I (we) grant you unrestricted permission to submit the property information to any Multiple Listing Services to which your brokerage may belong or subscribe for dissemination of the data to its members or to the general public using any electronic computer, internet, print or telephonic/voice advertising publications deemed appropriate by Choice One. You are further authorized to publish the sale price upon consummation of the sale. I (We) have reviewed the data to be entered into the MLS and believe that all data appearing thereon is to the best of my (our) knowledge correct and that you will rely upon the data as being complete and accurate and I (we) warrant and covenant that to the best of my (our) knowledge these premises contain no defects or violations of law (except as may be noted in the Seller's Disclosure Statement provided to Choice One) and I (we) agree to hold you, your representatives, agents and sub-agents, transaction coordinators harmless for any damages or costs that may occur because of my (our) failure to disclose any violations or defects, and to indemnify and hold harmless for any dangerous conditions on the property. I (we) shall indemnify and hold firm and firm's agents and subagents and transaction coordinators from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of showing my (our) home pursuant to this listing. You agree to ONLY advertise or publicly promote the offering of the property in the name of the Listing Broker "Choice One Realty" and that any such advertising performed by you will be done so only with prior express written approval from the Listing Broker "Choice One Realty" (you will immediately remove any for sale by owner material or signage upon submission of this contract).

12. AGENCY OF COOPERATING BROKERS: I (We) acknowledge that you have informed me (us) of the potential agency positions which Non-Choice One Brokers may assume in regard to the sale of my (our) property. I (We) also acknowledge that your firm may offer a portion of the compensation to Non-Choice One Brokers in order to stimulate their interest in selling my (our) property. The agency positions you offer and the portion of the compensation your firm shares with cooperating brokers of the MLS are depicted in paragraph 9B.

I (We) also understand and agree that the compensation paid by a listing broker to a cooperating broker in respect to any listing is established by agreement between the listing broker and the seller and is not fixed, controlled, recommended or maintained by persons other than the listing broker and seller (and is determined initially and may be changed in writing to Choice One at any time by the Sellers discretion).

13. DESIGNATED AGENT: Choice One Realty, LLC and Seller hereby designates _____ as the Client's designated agent. Client shall have an agency relationship with ONLY Choice One Realty, LLC, the designated agent(s) named above and the following supervisory broker(s): Stephanie Bialas. If a potential buyer is represented by a designated agent within Choice One Realty, LLC other than the designated agent(s) named above, Choice One Realty, LLC and its supervising brokers shall automatically be deemed disclosed consensual dual agents.

14. BROKER'S AGENCY POLICY: I (We) acknowledge that your company's agency policy is that you and your firm offer agency services to buyers and sellers and practice-designated agency. In the event that the designated agent named or any of the supervising brokers procure a buyer that also has an agency relationship with Choice One Realty, LLC the transaction shall take place under consensual disclosed dual agency. Since I (we) desire that you include my (our) property in offerings to any such potential buyers, I (we) understand and agree that in the event of consensual disclosed dual agency the following provisions shall govern you and your firm's actions:

1. Not knowingly say or do anything which might place one party at a disadvantage, such as disclosure of personal confidences
2. Assume a role as an intermediary, facilitator and or mediator to assist buyer and seller
3. Not disclose to the buyer that seller might accept an offer other than the listed price or a sum offered in a prior counter offer to this buyer
4. Not disclose to the seller that buyer might be willing to pay a higher price than that contained in any written "Buy & Sell Agreement" from that purchaser

15. SELLER'S DISCLOSURE STATEMENT: Unless this property is exempt under Section 3 of Public Act 93 of 1993 (Seller's Disclosure Act), I (we) have completed the Seller's Disclosure Statement required by Michigan law and am (are) providing that completed form to you simultaneously with signing this agreement.

16. TITLE INSURANCE: I (We) represent that I am (we are) in peaceful possession of the property, that the title is marketable, subject to building and use restrictions and easements of record. I (We) further agree that upon presentation to me (us) of an acceptable "Buy & Sell Agreement", I (we) shall furnish the purchaser with a Commitment of Title Insurance prior to closing, and after closing, an Owner's Policy of Title Insurance in the amount of the purchase price, bearing a date after the consummation of the sale and guaranteeing the title in condition required for performance of "Buy & Sell Agreement" along with such other legal papers as are necessary to consummate sale.

17. EARNEST MONEY DISBURSEMENT: I (We) further agree that should any earnest money deposit be paid under the terms of the "Buy & Sell Agreement" along with such other legal papers as are necessary to consummate the sale, and the deposit is forfeited by the Purchaser voluntarily or by court order, said deposit shall be split on a 50/50 basis between the Seller and Listing Broker. Broker's portion is for services rendered on said transaction and it to be considered additional compensation separate from the compensation listed in Paragraph 9A and 9B.

18. AUTHORIZATIONS: You are hereby authorized to place promotional materials such as, but not limited to flyers, "for sale" signs on said property or in the public and to remove any other non-Choice One Realty promotional materials ("for sale by owner" or other Realtors). You are authorized to photograph the property and publish such photographs and information in related publications at your discretion. You, your agents, subagents, transaction coordinators, and anyone you authorize as a representative (including, but not limited to non-Choice One Realty Licensed Realtors/brokers) are hereby granted access to the property and all parts thereof for the purpose of showing the same at reasonable hours; **this includes unrestricted lock box access if there is a lockbox on the property by placement of you (the seller) or Choice One.** I (We) also authorize you to obtain information on encumbrances, which may be required to facilitate a sale.

19. NON-DISCRIMINATION CLAUSE: It is agreed by the Broker and Seller, parties to this listing agreement, that as required by law, discrimination because of RACE, COLOR, RELIGION, SEX, AGE, A DISABILITY, MARITAL STATUS, FAMILIAL STATUS, OR NATIONAL ORIGIN by said parties to the sale or lease of the subject property is prohibited.

20. CONSENT TO ADDITIONAL COMPENSATION: I (We) acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by the provision of Rules 321 (1) and 321 (2) promulgated under the Michigan Real Estate License Law.

21. SUBSEQUENT "BUY & SELL AGREEMENTS": Upon my (our) acceptance of any "Buy & Sell Agreements" (except those containing specific language to the contrary) you shall not continue to advertise, show or market property, nor present any other "Buy & Sell Agreement" received after the date of acceptance without specific written consent.

SPECIAL ASSESSMENTS: I (We) agree to pay at or before the closing for any special assessment for public improvements which have been confirmed by public authority prior to the date of closing, unless other wise negotiated as part of the "Buy & Sell Agreement", or unless otherwise indicated in this listing agreement.

22. OTHER PROVISIONS:

23. ACKNOWLEDGEMENT OF RECEIPT OF COPY: I (We) acknowledge receipt of a copy of this agreement signed and dated by all parties.

Today's Date is: _____

By Choice One Realty, LLC - BROKER
Stephanie Bialas, Broker

By SELLER

Social Security Number

By Choice One Realty, Salesperson
Agent of the Broker

By SELLER

Social Security Number