MI	Address 1287 Washing DAhlia Control of Property Shall be Negotiated between the BROKER' and the Owner
is	Price
	LISTING AGREEMENT FOR REAL PROPERTY
	Commission Rates for the Sale, Lease or Management of Property Shall be Negotiated between the BROKER¹ and the Owner
1.	The BROKER agrees to act as a special limited agent for the Owner(s) for the sole purpose of finding a Purchaser and/or Tenant to buy and/or rent the property described in the PROPERTY DATA SECTION beginning as the property of the propert
2.	the PROPERTY DATA SECTION hereinafter called PDS at the price and conditions set in the PDS. The PDS is incorporated herein by reference.  The parties agree that the BROKER represents the owner as seller's agent and shall cooperate with other licensed real estate brokers who are Participants in the Multiple Listing Service of Long Island, Inc. (MLSLI) (Cooperating Brokers). The owner acknowledges the BROKER must cooperate with agents who represent buyers. Such buyer's agents represent the interests of the prospective buyers only. In addition to cooperating with buyer's agents the owner authorizes the BROKER to work with seller's agents and/or broker's agents as indicated by the compensation offered in paragraph 6. The compensation to be paid to a cooperating broker representing a buyer should be inserted in paragraph 6 of this agreement.
3.	The Owner(s) authorizes the BROKER to enter the information set forth in the PDS, and any photographs, images, graphics and video recordings of the owner's property whether taken by BROKER'S agent, supplied by owner or otherwise (listing content), into a listing content compilation owned by MLSLI. The Owner understands and agrees that said compilation is exclusively owned by MLSLI who alone possesses the right to publish said compilation in any media form it deems appropriate including, the World Wide Web. MLSLI may license, sell, lease and commercially utilize its compilation. Among other uses MLSLI may license or sell the listing content to aggregators who will aggregate the listing content and resell the same. Such aggregated content shall not contain any personal information about the owner other than the owner's name. If any photograph, image, graphics or video recordings were created by the owner and are delivered to BROKER for use in the MLSLI compilation by virtue of such delivery and the execution of this agreement the owner(s) hereby irrevocably assign and Transfers to BROKER any and all copyright rights and other intellectual property rights in the foregoing.
4.	BROKER agrees to use its experience and knowledge to determine the appropriate marketing plan for the property. The Owner(s) grants to the BROKER full discretion to
5.	determine an appropriate marketing plan for the property.  The owner shall not offer nor show their property for sale or rent to any prospective buyers or tenants but shall refer all such prospective buyers or tenants to the BROKER, nor shall the owner negotiate the sale or rental of the property with a buyer unless the BROKER participates in such negotiations.  COMPENSATION
<ol> <li>7.</li> </ol>	A. The Owner(s) hereby agrees to pay the BROKER a total commission in the amount of
8.	GOOD FAITH  In the event the Owner(s) signs a binder/contract of sale during the term of this employment agreement, the parties agree that the expiration date set forth below shall be extended until the time that said contract of sale is fully performed or until such time as said contract fails to be performed either by its terms or because of the default of one of the
).	parties. Nothing herein contained is intended to reduce the term of this Agreement.  The Owner(s) agrees at all times to act in good faith to assist the BROKER in the performance of the BROKER'S obligations and to fully cooperate with the BROKER in the BROKER'S efforts to find a buyer for the property and complete the transaction contemplated by this agreement  RENTAL OF THE PROPERTY
0.	Should the Owner(s) desire to rent the property or any portion thereof during the term of this agreement, the parties shall modify this agreement so as to specify the amount of the rent desired by the Owner(s); the terms of the rental; the amount of commission to be paid to the BROKER.
1.	In the event the tenant purchases the real property described in the PDS during the term of the tenancy or during the occupancy of the tenant where such occupancy exceeds the original term, the Owner(s) agrees to pay the BROKER the total commission set forth in paragraph 6 hereof.  TERM OF AGREEMENT
2.	This agreement shall commence on the date set forth below and shall terminate at midnight on  MISCELLANEOUS PROVISIONS
3.	Any notices required to be given under this agreement shall be in writing and may be given to the party by hand delivery of such notice, confirmed facsimile or by certified or ordinary mail.
4.	ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT AND NOT BY ANY OTHER PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS. The parties agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing
5.	and signed by the parties hereto subsequent to the date of this agreement.  The Owner(s) understands and agrees that neither the Long Island Board of Realtors, Inc. nor the MLSLI are parties to this agreement and that the BROKER is not an agent for either of said organizations and has no authority to make any representation, agreement or commitment with respect to either of said corporations other than those contained in the printed parties hereof.
	in the printed portions hereof.  ARBITRATION
6.	Any dispute between the parties arising out of this agreement where the amount in dispute exceeds small claims court monetary jurisdiction shall be resolved by arbitration before one arbitrator. This paragraph shall not emply if all of the parties to each dispute exceeds small claims court monetary jurisdiction shall be resolved by arbitration the parties arising out of this agreement where the amount in dispute exceeds small claims court monetary jurisdiction shall be resolved by arbitration the parties arising out of this agreement where the amount in dispute exceeds small claims court monetary jurisdiction shall be resolved by arbitration.

which is the subject matter of this agreement, is located. The arbitration shall be governed by the rules of the National Arbitration and Mediation and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing herein contained is intended to deny any Party from applying to the Courts for injunctive relief such as is provided in CPLR 2701.

## ESCROW AND RECOVERY OF FEES

17. If, for any reason, the BROKER is not paid the compensation set forth herein on the due date or there is a dispute concerning the payment of all or part of said compensation, the Owner(s) shall deposit with the Long Island Board of Realtors, Inc. an amount equal to the compensation set forth herein or the disputed amount, as the case may be. If the Owner's attorney is holding money in an escrow account to which the Owner is entitled, or over which the Owner has control, the Owner shall direct the attorney and the attorney shall be required to make the deposit herein required to the extent of such monies. Absent a non-appealable court order to the contrary the attorney shall not release said deposit to any party. The said monies shall be held by the Long Island Board of Realtors, Inc. or other escrowe in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties, (ii) by an award of an arbitrator, (iii) by judgment or (iv) by some other process to which the parties agree in writing. In any action, proceeding or arbitration to enforce any provision of this Agreement, including but not limited to the above escrow provision, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees, fees paid to investigators, fees paid to arbitration tribunals and arbitrator's fees. Paragraphs 17 and 18 hereof shall be deemed to be incorporated into the terms of any contract of sale executed by the Owner(s) with a buyer/tenant procured by BROKER, or a cooperating broker in their performance of this agreement.

INDEMNITY

18. In the event any claim or action is commenced against the BROKER or a cooperating broker as a result of the BROKER or cooperating broker obeying the lawful instructions of the Owner(s), then, and in such event, the Owner(s) hereby agrees to defend, indemnify and hold harmless the BROKER or cooperating broker in any such claim or action. Owner shall have the right to select counsel in such event, subject to the approval of the BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

With respect to the provisions of this agreement relating to compensation, (Paragraph 6) escrow and recovery of fees, (paragraph 17) and indemnity (Paragraph 18) cooperating brokers shall be third party beneficiaries of this agreement.