



EXCLUSIVE RIGHT TO SELL
RESIDENTIAL BROKERAGE AGREEMENT

DATE: _____

1. SELLER(S) (List all): _____

Mailing Address: _____

Office Telephones: _____ Office/Home Fax: _____

Home Telephones: _____ Cell Phones: _____ / _____

Email Addresses: _____ / _____

2. BROKER: _____

Office Address: _____

Office Telephone: _____ Office Fax: _____

Listing Agent: _____ Direct Line: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

3. PROPERTY LISTING: _____ ("Broker")

is hereby authorized by the undersigned Seller(s) or by the authorized representative of Seller(s) ("Seller") to sell, as the exclusive real estate broker, the property known as: _____ ("Property"). Seller acknowledges that the Property is being conveyed (**initial** one selection) ____/____ IN FEE SIMPLE, or ____/____ SUBJECT TO AN ANNUAL GROUND RENT, now existing, in the amount of \$_____, payable semi-annually.

4. LISTING TERM/RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT: This agreement shall be effective on _____ (m/d/y) and shall continue until midnight on _____ (m/d/y), (the "Listing Term") unless terminated in accordance with the provisions of this section.

As required under Section 17-534(b)(5) of the Maryland Real Estate Brokers Act, the parties agree to the following provision for the termination of this Agreement (**Broker to insert terms of termination**):

An expiration or termination of this Agreement by Seller or Broker shall be subject to the provisions of Paragraph 12 of this Agreement, and Paragraph 12 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker's sole and absolute discretion, may terminate this Agreement at anytime and effective immediately in the event Seller provides any false information, misrepresents any fact to Broker or other third-party, or violates or indicates any intention to discriminate in violation of any applicable federal, state or local fair housing law(s). If a Contract of Sale is entered into by Seller during the Listing Term, which provides for settlement to occur after the expiration of the Listing Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties.

5. LISTING PRICE: The listing price of the Property is \$_____ and shall be the price advertised by Broker. If Seller desires to change the listing price, Seller shall immediately inform Broker in writing of the changed listing price, and such changed listing price shall thereafter be the price advertised by Broker.

6. SHOWING INSTRUCTIONS (for LOCK BOX see addendum): _____



7. MARKETING/MLS/INTERNET ADVERTISEMENT:

(a) Broker is authorized to and shall market the Property including, but not limited to, entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, photographing the Property and installing a lock box. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the lock box system owner. Broker is hereby granted the right to report to the MLS for dissemination, in accordance with the MLS rules and policies, any contract of sale and sales price (including the other terms upon which any sale of the Property is made). Except as otherwise provided in paragraphs (b), (c) and (d) below and in accordance with the directions therein, Broker, upon election by Broker and in Broker's sole and absolute discretion, is hereby authorized by Seller to submit and market the Property (including street name and house number) by and through:

1. Broker's internet website;
2. The Internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
3. Any other Internet website in accordance with applicable MLS rules and regulations;
4. Print media; and/or
5. Any available MLS Program(s) that enable participants to display aggregated MLS active listing information on participants' public websites. Seller further consents to and authorizes Broker, in accordance with the MLS rules and regulations, to allow other MLS participants and authorized users to market the Property by and through the internet website of other such MLS participants and authorized users.

If the Property is scheduled for an open house by Broker, Seller authorizes Broker to advertise the Property as an open house together with other properties listed with Broker and advertised as an open house in the same advertisement, whether by print media or by internet advertisement.

(b) Seller may elect not to have the Property listing displayed on the MLS at all. (Seller to initial if Seller does not authorize Broker to display Property listing on the MLS at all):

____/____ Broker may *not* submit and market the Property by and through display on the MLS.

Seller hereby acknowledges that, having selected not to display the Property listing on the MLS at all: (1) real estate licensees from other companies and their buyer clients who have access to the MLS may not be aware that Seller's Property is for sale and the terms and conditions under which Seller is marketing the Property; (2) Seller's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings; and (3) any reduction in the exposure of the Property may lower the number of offers made and negatively impact the sales price. (Seller to initial): ____/____

(c) Seller may elect not to have the Property listing or the Property address displayed on the internet. Seller hereby directs Broker that (Seller to initial all that apply):

____/____ Broker may *not* submit and market the Property by and through display on any internet website.

____/____ Broker may submit and market the Property by and through display on any internet website, but Seller elects *not* to permit display of the Property address on any internet website.

Seller hereby acknowledges that, having selected either or both of the above option(s) not to allow information on internet websites, a consumer who conducts searches for listings on the internet will not see the corresponding information about the Property in response to a search. (Seller to initial): ____/____

(d) Certain features may be displayed on the websites of MLS participants, including:

- (1) Unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews); or
- (2) An automated estimate of the market value of the Property (or a hyperlink to such estimate). (Seller to initial):

Seller ____/____ authorizes or ____/____ does not authorize the display of unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews) on MLS participants' websites.

Seller ____/____ authorizes or ____/____ does not authorize the display of an automated estimate of the market value of the Property (or a hyperlink to such estimate) on MLS participants' websites.

During the term of this agreement, Seller, by written request to Broker, may authorize Broker to enable or disable use of either feature as described in (1) or (2) above. Broker agrees to transmit promptly the request to the MLS.

Broker's responsibility to market the Property is suspended upon Seller's acceptance of a written offer to purchase the Property, unless otherwise agreed by Broker.

8. GRANT/RELEASE OF PROPERTY DATA TO BROKER: Seller grants to Broker the unlimited right to use, publish, disseminate, sell, and license to others all text, graphics, photos, virtual tours, documents, and any other types of data entered into the MLS, and Seller hereby releases to Broker all of the Seller's interests and all intellectual property rights therein. If Seller elects to allow dissemination of Property data on the internet, Seller understands and agrees that public websites determine their own content and use of data, and therefore Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time.

9. FAIR HOUSING: With respect to race, color, religion, sex, national origin, handicap or familial status, the Property is offered in compliance with the Civil Rights Act of 1968, and the Fair Housing Amendments Act under Federal law. Additionally, the Property shall be offered in compliance with the anti-discrimination provisions of Maryland law and any local, county and municipal fair housing laws.

10. SELLER RESPONSIBILITY/INSURANCE: Broker shall not be responsible for the care, or physical condition of the Property. Seller shall remain solely responsible for the care and physical condition of the Property, including, but not limited to, cost of all utilities, maintenance, the physical security of the premises and all personal property and maintaining adequate property and personal injury insurance during the term of this Agreement; and, Broker shall have no liability for such matters.

11. REPAIRS: Seller is hereby notified that repairs of the Property may require that the individuals engaged to perform such repairs must be duly licensed.

12. BROKER'S COMPENSATION: The amount of Broker compensation is not prescribed by law or established by any membership organization with which the Broker is affiliated.

In the event of a sale, exchange, or transfer, the Compensation to be paid by Seller to Broker shall be _____.

The Compensation shall be deemed to have been earned by Broker and shall be due and payable by Seller to Broker if:

A. During the term of this Agreement, or any extension thereof:

(i) Broker produces a ready, willing and able buyer to purchase the Property at the listing price and/or at such other price as shall be accepted by Seller or agreed upon in writing between Seller and Broker (the "Sale Price"); or

(ii) Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person or entity whether such person or entity shall have been procured by Broker, by Seller or by any other person or entity, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or

(iii) if during the period of _____ days following the expiration or termination of this Agreement, Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person who or to any entity which, with knowledge of Seller or any agent of Seller, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Agreement or any extension thereof, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;

B. Seller defaults or voluntarily agrees to terminate a sale; or

C. Seller breaches this Agreement.

The Compensation due Broker shall be a charge against the Property and shall be paid at settlement as a convenience to Seller. However, Seller acknowledges and agrees that settlement on the Property shall not be a condition precedent to Seller's obligation to Broker as herein provided.

If Broker prevails in any action brought to obtain payment of the Compensation, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

If a deposit made on any contract of sale or other transfer of the Property is forfeited to Seller, or if all or part of the deposit is received by Seller as a settlement made by and between Seller and buyer, \$_____.

Seller shall have no obligation to pay the Compensation to Broker if the Property is listed by any other licensed real estate broker following the expiration of this Agreement, or any extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Seller is for the purpose of avoiding the obligation of Seller to pay the Compensation to Broker.

14. MINISTERIAL ACTS: Seller hereby consents to and authorizes Broker and Broker's agents, whether acting as subagents or Buyer's Agents, to provide ministerial acts as defined by law on behalf of Seller to third persons in connection with the sale of the Property.

A. LEAD-BASED PAINT HAZARD: Seller acknowledges that the Property, if constructed before 1978, is subject to Federal law (Title X) as to the presence of lead-based paint and/or lead-based paint hazards.

(Seller to initial one):

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

(Seller to initial): _____ /

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to Seller. On the one hand, such disclosure could result in the interested buyer making the highest and best offer as promptly as possible. On the other hand, such disclosure could result in the interested buyer electing not to make an offer.

Seller: (Seller to initial one):

____ / ____ Authorizes; **OR** ____ / ____ Does Not Authorize

Broker or Broker's agents to disclose the existence of other written offers on the Property in response to inquiries from buyers or cooperating brokers. If disclosure is authorized, Broker or Broker's agents shall also disclose, if asked, whether an offer was obtained by the listing agent, another agent in Broker's firm, or by a cooperating broker. Such authority does not include the disclosure of the terms and conditions of such offer(s).

17. HOME WARRANTY: Broker ____ does or ____ does not offer the opportunity for Seller to purchase a home warranty to be in force during the listing period and which will transfer to the buyer upon settlement. (Seller to initial one):

____ / ____ Warranty desired. For policy to be effective, Seller must complete the necessary paperwork.
____ / ____ Warranty Declined

18. NOTICE OF PROPERTY CONDITION DISCLOSURE/DISCLAIMER: Seller is advised that under Maryland Law (Real Property Article 10-702), the buyer is entitled to receive the Maryland Residential Property Disclosure And Disclaimer Statement ("disclosure/disclaimer statement"), a form provided by the Maryland Real Estate Commission, from the Seller. Seller must deliver the completed disclosure/ disclaimer statement to the buyer on or before the buyer's entering into a Contract of Sale (offer to purchase) (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an Option to Purchase provision, in which case the disclosure/disclaimer statement must be delivered to the buyer before the execution of the Contract by the buyer). A buyer who does not receive the disclosure/disclaimer statement on or before the execution of the offer by the buyer has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the disclosure/disclaimer statement or within five (5) days following receipt of the disclosure/disclaimer statement and to the immediate return of any deposit. However a buyer's right to rescind the Contract terminates if not exercised (A) before making a written application to a lender for a loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application, or (B) within five (5) days following receipt of a written disclosure from a lender who has received the buyer's application for a mortgage loan, if the lender's disclosure states that the buyer's right to rescind terminates at the end of that five (5) day period. Maryland Law (Real Property Article 10-702) exempts certain transfers or sales from its application: A) the initial sale of a new home: (1) that has never been occupied; or (2) for which a certificate of occupancy has been issued within one year before the buyer and Seller enter into a Contract of Sale; B) certain transfers that are exempt from the state transfer tax; C) a sale by a lender acquiring real property by a foreclosure or deed-in-lieu of foreclosure; D) a sheriff sale, tax sale or sale by foreclosure, partition or by court-appointed trustee; E) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust; F) a transfer of single family residential real estate to be converted by the buyer into a use other than residential use or to be demolished; or G) a sale of unimproved property. Seller: (Seller to initial one):

____ / ____ is **OR** ____ / ____ is not exempt

19. VIOLATION NOTICES: Seller is advised that the Contract of Sale may require that Seller convey the Property free and clear of all violation notices, requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), and actions in any court, against or affecting the Property.

20. CONSERVATION EASEMENTS:

A. Seller is advised and acknowledges that if the Property is encumbered by one or more Conservation Easements or other restrictions limiting or affecting uses of the Property, Maryland law requires that Seller deliver to the buyer the required notice and copies of the easement(s). A buyer who does not receive the notice and copies of the easement(s) on or before entering into the contract for sale has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the notice and copies of the easement(s) or within five (5) days following receipt of the notice and copies of the easement(s) and to the immediate return of any deposit.

B. Seller hereby represents to Broker, and upon which representation Broker is entitled to rely; that: (Seller to initial one):

____ 1. The Property **IS NOT** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property; **OR**

- _____ 2. The Property **IS** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property, as follows: *(Seller to check applicable Conservation Easement(s))*
- _____ Maryland Environmental Trust
 - _____ Maryland Historical Trust
 - _____ Maryland Agricultural Land Preservation Trust
 - _____ Maryland Department of Natural Resources
 - _____ A County or Municipal Corporation, funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local Agricultural Preservation Program
 - _____ Land Trust
 - _____ Required by a permit issued by the Department of the Environment

If paragraph B.2. is initialed by Seller, Seller _____ has **OR** _____ has not (check one) provided a copy of the Conservation Easement(s) to Broker, and Seller acknowledges that it is Seller's sole obligation to obtain and deliver copies of the Conservation Easement(s) to buyer.

21. AGENCY DISCLOSURE: Seller acknowledges receipt of "Understanding Whom Real Estate Agents Represent" disclosure form as required by Maryland Law.

22. INSURABILITY: An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property.

23. FLOOD DISCLOSURE NOTICE: Seller is advised that the Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required. The National Flood Insurance Program ("NFIP") establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP, those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, premiums paid for flood insurance on the Property may not be indicative of premiums that will apply after the Property is purchased. Also, the State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected.

24. MARYLAND NON-RESIDENT SELLER: Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to

- a) 7% of the total payment to a non-resident Seller; **OR**
- b) 8.25% of the total payment to a non-resident entity;

(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.

UNLESS each Seller:

1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; **(NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); OR**
3. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Seller.

25. FOREIGN INVESTMENT TAXES – FIRPTA (Foreign Investment in Real Property Tax Act): Section 1445 of the United States Internal Revenue Code of 1986 and applicable Treasury Department regulations adopted thereunder (the "Act") provide that a buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price under certain circumstances. Seller agrees to comply with the Internal Revenue Service reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to the appropriate party a certificate indicating whether Seller is a foreign person or non-resident alien under the Act.

26. FHA LOAN NOTICE: If the current loan on the property is insured by the Federal Housing Administration, the loan shall be paid in full at settlement in accordance with FHA rules and regulations.

27. LEGAL CONSTRUCTION: This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Seller warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Seller has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

28. ADDENDA: The Addenda marked below, which are hereby attached, are made a part of this Agreement.

- | | |
|---|---|
| <input type="checkbox"/> Consent for Dual Agency | <input type="checkbox"/> Maryland Residential Property Disclosure/Disclaimer Statement |
| <input type="checkbox"/> Disclosure of Licensee/Employee Status | <input type="checkbox"/> Maryland Non-Resident Seller Transfer Withholding Tax Addendum |
| <input type="checkbox"/> Federal Lead-Based Paint Disclosure | <input type="checkbox"/> Protect Your Family from Lead in Your Home |
| <input type="checkbox"/> Financial Condition of Property Disclosure | <input type="checkbox"/> Understanding Whom Real Estate Agents Represent |
| <input type="checkbox"/> Inclusions/Exclusions | |
| <input type="checkbox"/> Lock Box | |
| <input type="checkbox"/> Other Addenda/Special Conditions: _____ | |

RECEIPT OF COPY: Seller acknowledges receipt of a copy of this Agreement at time of signing hereof.

Seller Date

Broker (Company Name)

Seller Date

Broker or Authorized Representative Date