

# AGREEMENT FOR EXCLUSIVE RIGHT TO SELL with Consent to Dual Agency

Date: \_\_\_\_\_

THIS AGREEMENT concerns the following property:

Street Address: \_\_\_\_\_

Description: \_\_\_\_\_

Tax Id. \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_ (if Registered) Cert. Num.: \_\_\_\_\_

County: \_\_\_\_\_ LISTING PRICE: \$ \_\_\_\_\_

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller hereby gives to the undersigned Broker the sole and exclusive right to sell the said property for the price and on the terms and conditions herein set forth.

1. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with the price, terms, and conditions of this Agreement.

2. The Broker is granted the sole authority to: (Check if applicable)

Advertise the property;

Post "For Sale" signs on the property;

Offer compensation to Buyer Agents in the following amount: \_\_\_\_\_ and/or

**Note:** Regardless of how compensated, buyer agents represent the interest of buyers, not sellers.

Cooperate and compensate Subagents in the following amount: \_\_\_\_\_.

**Note:** Subagents represent the interest of sellers, however, as agents of the seller, the seller may be held vicariously liable for the acts of the Subagents.

Vicarious liability is the potential for a seller to be held liable for a misrepresentation or an act or omission of the subagent and in checking the box above and initialing below, the seller authorize the Broker to offer subagency to brokers and salespersons affiliated with other firms. Initials: \_\_\_\_\_

Cooperate and compensate non-agent Facilitators in the following amount: \_\_\_\_\_

3. The Seller agrees:

a. To refer all inquiries and offers for the purchase of said property to the Broker;

b. To cooperate with the Broker in every reasonable way;

c. To pay the Broker a fee for professional services of \_\_\_\_\_ if:

1. A Buyer is procured ready, willing, and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this Agreement, or such other price, terms and conditions as shall be acceptable to the Seller, whether or not the transaction proceeds; or

2. The said property, or any part thereof, is sold through the efforts of anyone including the Seller; or

3. The said property, or any part thereof, is sold within \_\_\_\_\_ days after the term of this Agreement to anyone who was introduced to the said property through the efforts of the Broker or his agents prior to the expiration of said term. However, no fee will be payable under this clause if the said property is sold after said term with the participation of a licensed broker to whom the Seller is obligated to pay a fee under the terms of a subsequent written exclusive listing agreement.

**Once an offer has been accepted in writing and a transaction is pending, the Broker shall have no obligation to market the property or present further offers to the Seller unless otherwise agreed in writing.**

4. The Seller understands and agrees that the property will be marketed in compliance with all applicable fair housing laws.

5. The period of this Agreement shall be from \_\_\_\_\_, 20\_\_\_\_, to and including \_\_\_\_\_, 20\_\_\_\_. Time is of the essence hereof.



6. In order to introduce other brokers to the property and solicit their assistance in procuring a buyer, the Broker may arrange to have this listing distributed through any multiple listing service ("MLS") to which the Broker has access. Any data regarding the property submitted by the Broker to an MLS shall be verified by the Seller. Such data, together with any other information provided to or obtained by the Broker with respect to the property, may be disclosed to prospective buyers and other brokers and may be included in all listings, comparable books and other materials distributed by the MLS either before or after the term of this listing or the sale of the property. The Seller expressly authorizes the Broker to advertise the property in the MLS and offer compensation to other firms as detailed in Paragraph 2.
7. \_\_\_\_\_ By intialing, the Broker is further authorized to place a lock box on the property in order to facilitate entry by cooperating brokers and others authorized to examine the property.
8. The Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form. The Broker has explained the firm's policy regarding agency relationships and understands that the Broker and the Broker's affiliated agents represent both prospective purchasers and sellers of real estate. When an agent or agents affiliated with the same Broker represent a purchaser and a seller in the same transaction, Dual Agency results. A real estate broker or salesperson may act as agent for both a seller and a prospective purchaser of real estate with the informed written consent from both the seller and the purchaser. The Dual Agent assists the seller and the purchaser in the transaction but shall be neutral with regard to conflicting interest of the seller and the buyer. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care and obedience to lawful instructions, but shall still owe the duty of confidentiality of material information and the duty to account for funds. Material information received from either client that is confidential may not be disclosed by a dual agent, except: (1) if disclosure is expressly authorized; (2) if such disclosure is required by law; (3) if such disclosure is intended to prevent illegal conduct; or (4) if such disclosure is necessary to prosecute a claim against a person represented or to defend a claim against the broker or salesperson. The duty of confidentiality shall continue after the termination of the brokerage relationship. In signing the Agreement below, **THE SELLER HEREBY GIVES INFORMED CONSENT TO DUAL AGENCY**. In the event Dual Agency occurs, the Broker shall give written notice to the Seller and the Buyer.

Additional terms and conditions:

IN WITNESS WHEREOF, the Seller and the Broker have hereunto set their hands and seals as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Broker: \_\_\_\_\_

Seller: \_\_\_\_\_

By: \_\_\_\_\_

Seller (or spouse): \_\_\_\_\_

Its: \_\_\_\_\_

Title (duly-authorized)

Under the Code of Ethics and Standards of Practice of the National Association of REALTORS®, any REALTOR® entering into a listing contract must advise the SELLER of:

1. The REALTOR®'s company policies regarding cooperation with, and the amount of any compensation that will be offered to, subagents, Buyer Agents and/or facilitators acting in a legally recognized non-agency capacity;
2. The fact that Buyer Agents, even if compensated by the Listing Broker or by the SELLER, will represent the interests of BUYERS; and
3. Any potential for the Listing Broker to act as a disclosed Dual Agent on behalf of the SELLER as well as the BUYER.