

# AGREEMENT FOR EXCLUSIVE RIGHT TO SELL with Consent to Designated 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 authorizes 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 \_\_\_\_\_, to and including \_\_\_\_\_.  
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 initialing, 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. The Seller, in signing this Agreement **CONSENTS TO DESIGNATED AGENCY**. A designated agent is a licensee, broker or salesperson, who has been appointed by a Broker to represent the seller or the buyer. The agent has explained and the Seller is advised that (a) the Designated Seller's Agent(s), identified below, will represent the Seller and will owe the Seller the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction; (b) all other licensees affiliated with the appointing Broker will not represent the Seller nor will they have the other duties specified herein to you as Seller and may be appointed to represent a potential purchaser of the Property; and (c) if the designated agents affiliated with the same Broker represent the Seller and purchaser in a transaction, the appointing Broker shall be a dual agent and neutral as to any conflicting interests of the seller and the purchaser, but will continue to owe the seller and the purchaser the duties of confidentiality of material information and to account for funds, while the Designated Seller's Agent and the Designated Buyer' Agent will individually advocate for their respective client. In the event another agent affiliated with the Broker is a designated agent for the buyer, the Seller shall receive written notice.

#### ACKNOWLEDGMENT

I acknowledge and agree that \_\_\_\_\_ [insert name and license # of licensee(s)] is authorized to represent me as a Designated Agent(s). I hereby consent to Designated Agency.

9. Offer Disclosure: Seller hereby authorizes the Broker named herein as follow:

\_\_\_\_\_ The Broker may not disclose the existence of any Offer(s) to Purchase received by the Seller nor the terms of any Offer received; price, contingencies, dates for performance, etc., to any potential buyer(s) or real estate licensee(s) and shall treat all such information as confidential.

\_\_\_\_\_ The Broker may disclose the existence of any Offer(s) to Purchase received by the Seller to any potential buyer(s) and/or real estate licensee(s), and whether any such Offer was procured by the listing Broker or that of another licensed broker but shall not disclose the terms of any Offer received; price, contingencies, dates for performance, etc, and shall treat such terms as confidential,

\_\_\_\_\_ The Broker may disclose the existence of any Offer(s) to Purchase received by the Seller to any potential buyer(s) and/or real estate licensee(s), whether such Offer was procured by the listing Broker or that of another licensed broker and may further disclose the terms of any Offer: price, contingencies, dates for performance, etc, to any potential buyer(s) or real estate licensee(s).

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)

When entering into a listing agreement, REALTORS® must advise potential clients of:

1. The REALTOR®'s company policies regarding cooperation and the amount(s) of compensation that will be offered to cooperating agents;
2. The fact that buyer agents or brokers, even if compensated by the listing broker, will represent the interests of the buyer; and
3. Any potential for the listing brokers to act as disclosed dual agents.