

EXCLUSIVE RIGHT TO SELL

DATE:

SELLER(S):

PREMISES:

ASKING PRICE:

You have engaged Garfield Realty ("Broker") as real estate broker with an "Exclusive Right to Sell" for the above Property. An "Exclusive Right to Sell" means that during the term of this agreement, Garfield Realty will be entitled to a commission should you, the owner of the premises, or another broker find a buyer.

1. Broker will offer the property for sale through our own organization and direct and oversee its sale, and will report to you so that you are informed of all pertinent developments.
2. As part of our marketing campaign, we will stage and advertise at our own expense. You agree that no other advertising or marketing, including listings on the internet, shall be permitted without our consent.
3. Broker will arrange whatever appointments may be necessary to show the property to prospective buyers.
4. You hereby authorize us, unless otherwise specified by you within this Agreement, to solicit the cooperation of other licensed real estate brokers who are members of The Real Estate Board of New York who are agents of prospective buyers, and to work with them on a cooperating basis.
5. We will handle all negotiations and submit to you any offers which we receive.
6. You agree to refer all inquiries concerning the sale of the property to us with the exception of the attached list, and agree to conduct all negotiations through us.
7. At the closing of the property, we will be paid our commission and compensation for services rendered. The commission will be computed based on six percent (6%) of the sales price. The contract shall contain a provision recognizing us as Broker in the transaction.
8. This agreement will remain in effect for 180 days.
9. You hereby acknowledge that we have informed you of your obligation under the Lead Paint Disclosure Law (42 U.S.C 4852 (d)) and that you are aware of your responsibility to ensure compliance therewith.

EXCLUSIVE RIGHT TO SELL (CONT.)

10. Within three (3) business days after the expiration of the listing term, we shall deliver to you in writing a list of no more than six (6) names of persons who inspected the property during the listing term. If within ninety (90) days after the expiration of the listing term a contract is signed to purchase the property to a person on this list, we shall be entitled to the commission provided for in paragraph seven (7) of the Agreement. You agree to notify any New Exclusive Broker of this provision and we may continue to negotiate directly with you, without the New Exclusive Broker, with respect to the Customers on the list during the ninety (90) day protected period.
11. You represent that you are the owner of the property and that you possess either the title for, or pro-prietary lease and shares of stock allocated to, the property in your name. You represent that the property may be legally used for residential purposes and we may rely on any information you give us regarding the property.
12. The parties understand that it violates federal, state, and/or local law to refuse to sell or rent to a person due to race, color, religion, sex or gender, familial status (having or expecting a child under age eighteen), national origin, disability, marital status, domestic partnership status, age, sexual orientation, alienage or citizenship status, lawful occupation, source of income, or military status.
13. We represent you except in the case that the buyer is represented by another agent of the Broker, in which case, if we advise you, you agree that Broker will be a dual agent with designated agents.

Elizabeth Kohen, Broker

Paul Paglia, Broker

ACCEPTED AND AGREED:

Seller

Seller

