

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

Combo form

AGENCY: Integrity Homes Real Estate Group

DISCLOSURE PROVISIONS

APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are Your name here

and holds a Place position here Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment of the Agent(s). Yes No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. Yes No

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: Integrity Homes Real Estate Group, P.C

COMPENSATION:

Agency commissions are not set by law and are fully negotiable.

In consideration of Agency's agreement to list and promote the sale of (all part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of Disney World, County of Androscoggin, State of Maine, located at 259 and described in deed(s) recorded at said County Registry of Deeds in Book(s) 123, Page(s) 1234, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$342,000.00, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay this Agency a listing commission of \$ _____ or _____ % of the purchase price, whichever is greater.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency. Agency and Seller select the following:

CUSTOMER *It is the agency's policy to let the agent determine if they want to work with customers. if so, customer disclosure applies*

Yes No If Buyer is a customer of Listing Agent and is not working with any other Agent or Agency, Seller agrees to pay this Agency an additional \$ _____ or _____ % of the purchase price, whichever is greater

BUYER'S AGENCY *It is our policy to cooperate but we are NOT agency to agency compensation so the second section is NO*

Yes No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.

Yes No This Agency's policy is to share compensation with Buyer agencies.

Yes No If Yes, Seller consents to this Agency's policy of offering cooperative compensation to Buyer agencies for this transaction in the range of _____ % to _____ % of the purchase price.

TRANSACTION BROKERS *It is our policy to cooperate but we are NOT agency to agency compensation so the second section is NO*

Yes No This Agency's policy is to cooperate with other agencies acting as transaction brokers.

Yes No This Agency's policy is to share compensation with transaction brokers.

Yes No If Yes, Seller consents to this Agency's policy of offering cooperative compensation to transaction brokers for this transaction in the range of _____ % to _____ % of the contract price.

DIRECT PAYMENT TO BUYER AGENCY

Yes No In addition to the listing commission above, Seller agrees to offer a direct payment to a Buyer agency in the amount of \$ _____ or _____ % of the purchase price, unless otherwise agreed to in a purchase and sale agreement *It is our policy to have sellers compensation buyers direct so the second section is yes if seller agrees to pay a buyers agent fee. Answer No if the seller wants to pay nothing.*

BUYER CONCESSIONS

Yes No In addition to the listing commission above, Seller agrees to offer \$ _____ or _____ % of the purchase price towards Buyer's pre-pays, points and/or closing costs, unless otherwise agreed to in a purchase and sale agreement *If seller agrees to pay closing costs, this area applies*

DISCLOSURE OF AGENCY COMPENSATION POLICIES

Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.

Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

A. Yes on the same manner because we have the rules above for every client on how we accept and receive payment. Always Direct. B. No because we do not offer a greater commission internally.

TERM:

Start date here

End date here

This Agreement begins on _____ and will expire on _____ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on _____, _____ ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by _____
- To authorize a "For Sale" sign on the property.
- To authorize the advertising of the property.
- To authorize use of a key and/or a lock box on the property.
- To authorize Agency to divulge the existence of offers on or interest in the property.
- To authorize publication of property and applicable disclosure attachments in the MLS and use of Information for marketing, appraisal and statistical purposes.
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale.
- To authorize inclusion of street address of the property on Internet display to the public.
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.
- This property is monitored by audio and/or video surveillance equipment.
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and videotelephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.
- Seller authorizes the disclosure of information herein to Maine Listings, closing agent, and lender, if any, upon request for verification and compliance purposes.

deed.

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following: **Normally this is NA but can include additional items**

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: **This is where appliances go and anything additional the sellers want to have included**

Other Conditions: _____

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein. Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller **NAME here** _____

Seller _____

Seller _____

Seller _____

SELLER(S) Mailing Address: _____

SELLER(S) Phone Number(s): _____

SELLER(S) E-mail Address: _____

Info here

SELLER(S) Fax Number(s): _____

Accepted by AGENCY on _____ (Date)

By: _____

Name: _____

Its Authorized Signer



DISCLOSED DUAL AGENCY CONSENT ACKNOWLEDGEMENT

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2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
A. the willingness or ability of Seller to accept less than the asking price;
B. the willingness or ability of Buyer to pay more than has been offered;
C. confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
D. the motivation of Seller for selling and the motivation of Buyer for buying.

By signing this form, Buyer/Seller acknowledge that they have read and understand this Agreement. Buyer/Seller understand they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent and hereby voluntarily consents to the Agency and Appointed Agent, if any, acting as a Disclosed Dual Agent

[X] Yes [] No

Buyer Date

Seller Date
Tmac & Sons

Buyer Date

Seller Date

Buyer Date

Seller Date

Buyer Date

Seller Date



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