

JANE BROWN ASSOCIATES
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
A Massachusetts Contract

This AGREEMENT is made effective as of the date written below, by and between

hereinafter referred to as SELLER, and

Jane Brown Associates, PO Box 2035, 249C Edgartown-VH Road, Edgartown, MA 02539
hereinafter referred to as BROKER.

For good and valuable consideration, the parties hereto agree that the BROKER shall have the EXCLUSIVE RIGHT TO SELL the hereinafter described PROPERTY for a period of ____ **months** from the date of this AGREEMENT (the "CONTRACT PERIOD") in accordance with the following terms and conditions:

1. At the expiration of the CONTRACT PERIOD, this AGREEMENT shall terminate and become null and void except for those provisions hereof which expressly survive such termination;
2. The BROKER shall:
 - A. Offer for sale at a price of \$ _____ the PROPERTY located at _____, _____, **Massachusetts**, and further described in **Book** _____, **Page** _____ at the Dukes County Registry of Deeds;
 - B. Use diligent efforts to secure a buyer for the PROPERTY;
 - C. Make the PROPERTY available through **LINK** Listing Information Network to other agents on a co-broke basis and offer to pay one-half of any commission paid hereunder to such agent who secures a buyer in accordance with the terms and conditions herein; and
 - D. Submit to the SELLER **all** offers received by the BROKER.
3. The SELLER shall pay to the BROKER a fee of **six per cent (6%)** of the sale price of the PROPERTY, if the PROPERTY is transferred through the efforts of anyone, including the SELLER, provided that:
 - A. A buyer is secured during the CONTRACT PERIOD who is ready, willing and able to purchase the PROPERTY on such price, terms and conditions as are acceptable to the SELLER; or
 - B. Notwithstanding the termination of this AGREEMENT pursuant to the foregoing Paragraph No. 1., the BROKER secures such buyer prior to the expiration of the CONTRACT PERIOD who is able to reach agreement on such price, terms and conditions as are acceptable to the SELLER within 180 days of such expiration.
4. Such BROKER's fee shall be payable only if as and when title passes and not otherwise except for a wrongful and intentional breach of a fully executed sale contract by the SELLER;
5. The SELLER represents, warrants and discloses:
 - A. That the PROPERTY is not now and will not during the CONTRACT PERIOD be listed for sale with any other Broker;
 - B. That Ureaformaldehyde Foam Insulation (UFFI) **is / is not** existent in the PROPERTY;
 - C. That Lead Paint **is / is not** existent / **existence is unknown** in the PROPERTY;
 - D. The existence of any: 1. Structural, mechanical or other systems defect; 2. Present or past pest infestation; 3. Encroachment or boundary dispute; or 4. Zoning, building code or health code violation. _____;
 - E. That the **range, microwave, refrigerator, dishwasher, washer, dryer** are included; and
 - F. That the PROPERTY is sold **unfurnished / partially furnished (inventory attached) / fully furnished (inventory attached)**.
(B. thru F. circle appropriate)

The PARTIES hereto agree that facsimile signatures are legally binding on this Listing Agreement.

This AGREEMENT contains the entire agreement of the parties, and there are no other representations, warranties or agreements except as stated herein

IN WITNESS WHEREOF, the parties have executed this EXCLUSIVE AGENCY LISTING AGREEMENT as of this date, _____.

SELLER

SELLER

BROKER