EXCLUSIVE LISTING AGREEMENT

Agreement between________________________________________, BROKER and _____________________________________________________, Seller, in consideration of BROKER listing and endeavoring to procure a purchaser or tenant for the property known as___________________________.

SELLER grants BROKER the sole exclusive right to sell or exchange the property for $_________________________ or to lease the property for _________________________. The term of this listing shall be from_________________ until midnight ________________________________.

Authorization to affix a lockbox to the property for use by all Multiple Listing Service Members is__ is not __ granted.

Authorization to post 'For Sale' sign on property is __ is not __ granted.

SELLER agrees to pay BROKER a commission if this property, or any portion is sold, leased or exchanged by BROKER, other cooperating agent, SELLER or any other person during the term of this Agreement. Commission shall be due and payable at the closing of title or upon execution of lease by landlord and tenant and payment of 1st month's rent.

Sale Commission: ____________________________________________
Rental Commission: ____________________________________________

AS SELLER. YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE. Nothing herein is intended to prohibit an individual broker from independently establishing a policy regarding the amount of fee, commission or other valuable consideration to be charged in transaction by the broker.

BROKER offers the following commission to Sub-Agents _____________ Buyer-Agents: ___________. SELLER and BROKER understand that if a purchaser has been obtained by a Buyer-Agent who has an Exclusive Buyer Agency Agreement with that purchaser, in that case the Buyer-Agent is representing the purchaser and has no relationship, fiduciary or otherwise, with the SELLER or BROKER, regardless of participation in brokerage fees.

BROKER offers the following commission to Transaction Brokers:

SELLER guarantees that if property is sold and closed he will have sufficient funds to satisfy all liens and encumbrances and pay brokerage commission as set forth in Agreement.

BROKER shall be entitled to a commission if the property is sold, leased or exchanged within _______ months after the end of the term of the listing or any extension thereof to a buyer who
was introduced to the property during the term of the listing. However, SELLER shall not be obligated to pay such commission if a valid listing agreement is entered into during the term of said protection period with another licensed real estate broker and the sale, lease or exchange of property is made during the term of said protection period.

BROKER shall be entitled to the following commission: _____________ if the property is sold no later than ______ to a tenant obtained by BROKER. If a valid listing agreement is entered into with another licensed real estate broker, SELLER agrees to advise broker of aforementioned arrangement.

SELLER agrees to refer TO BROKER every prospective buyer who directly contacts SELLER during the term of this Agreement.

SELLER represents that he/they is the sole owner of the property and has the legal right to sell, lease, or exchange the property and has no binding listing agreement with any other broker at the start of the period of this listing. SELLER states that the property information which has been filled in on the profile sheet for this listing is correct to the best of his knowledge, and SELLER will indemnify BROKER against loss resulting from reliance upon such information.

SELLER acknowledges that he has received the Consumer Information Statement on New Jersey Real Estate Relationships. “I ___________________ <Name of Licensee> as an authorized representative of ____________________ <Name of Brokerage Firm> intend, as of this time, to work with you, the SELLER, as a _________________________* (Indicate one of the following: sellers (landlord) agent only, seller’s (landlord’s) agent and disclosed dual agent if the opportunity arises, transaction broker).

SELLER acknowledges that he has read and received a copy of this Listing Agreement and that he has also read and understands the SELLER's responsibilities under New Jersey's Law Against Discrimination (N.J.S.A. 10:5-1 et.seq, as amended and supplemented) set forth on the reverse side of this Agreement.

BROKER will list property in the following Multiple Listing Services (MLS):

__________________________
whose member participants will act as cooperating agents of BROKER in the sale of the premises.

__________________________________________________________________ L.S.
Listing Office Date Signed SELLER/Authorized Representative

By: ______________________ ____________________ L.S.
Broker/Authorized Representative Date Signed SELLER/Authorized Representative

__________________________________________________________________
Mailing Address Mailing Address

________________________________
Telephone Number
OPEN LISTING AGREEMENT

AGREEMENT made ______, ___, between ____________, of __________, Pennsylvania, hereinafter referred to as “Owner,” and ____________, of __________, Pennsylvania, hereinafter referred to as “Broker.”

Seller grants to Broker the nonexclusive right to act as Seller’s agent to acquire a purchaser for Seller’s property, further described in Paragraph 1 below. The Seller reserves the right to enter into listing contracts with other brokers and reserves the right to sell the property personally, with no responsibility for compensation to Broker, unless Seller sells to a buyer obtained by the Broker.

• PROPERTY. The property to be sold pursuant to this listing is situated at ______, _______ County, Pennsylvania, hereinafter referred to as “Property” and more thoroughly described as: ________________________________.

• TERMS OF SALE OF PROPERTY. The selling price of the Property shall be $ ______. All those expenses, costs, and other charges with respect to the Property will be paid by the Owner during escrow. Any decrease in the selling price shall be approved by the Seller only. The selling price shall be payable in lawful money of the United States.

• TERM. This listing shall commence on _________, ____, and terminate on _________, ____, unless extended by addendum.

• COMPENSATION. The Owner shall pay to Broker, in lawful money of the United States, as his commission ___% of the selling price. The Broker’s commission shall be earned, due, and payable ONLY in the event the Owner enters into a sales agreement with the purchasers through the efforts of the Broker.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

________________________________________
Owner

________________________________________
Broker
FLAT FEE LISTING AGREEMENT

AGREEMENT made ____, ____., between ______________________, of ____________, Pennsylvania, hereinafter referred to as “Owner,” and __________________, of ________, Pennsylvania, hereinafter referred to as “Broker.”

• PROPERTY. The property to be sold pursuant to this listing is situated at __________________________, County, Pennsylvania, hereinafter referred to as “Property”, and more thoroughly described as: __________________________

• TERMS OF SALE OF PROPERTY. The selling price of the Property shall be $ __________. The Owner shall pay all those expenses, costs, and other charges with respect to the Property which must be paid by the Owner during escrow. The sale price shall not be changed unless approved by the Owner in writing. The selling price shall be payable in lawful money of the United States.

• TERM. This listing shall commence on __________, _____, and terminate on __________, _____, unless extended by addendum.

• COMPENSATION. The Owner shall pay to Broker, in lawful money of the United States, as his commission a flat fee of __________ ($ ____) Dollars. The Broker’s commission shall be earned, due, and payable in the event the Owner enters into a sales agreement with the purchasers through the efforts of the Broker.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

________________________________________
Owner

________________________________________
Broker
Exclusive Agency Listing Agreement

I/We:

(“Owner”) hereby grant to the undersigned broker ("Broker"), a real estate broker licensed under the laws of the <insert state> the EXCLUSIVE AGENCY to sell the property which address is:

City:______________________, State:______________, Zip______________ (“Property”) on the following terms and conditions:

1. Owner’s Duties and Responsibilities. The BROKER is granted the right to sell the Property, as the Owner’s exclusive agent, during the term of this Agreement and to cooperate in marketing the Property, including preparation of the Purchase and Sales Agreement. If the Property is sold to a buyer procured by the Broker, the fee described in paragraph 4 shall be due. The Owner reserves the right to sell the Property himself during the Listing Period (as hereinafter defined) without owing a fee. If the Owner places the Property under agreement with a buyer, the Owner shall notify the Broker promptly. The Broker is authorized and is required: (a) to offer compensation to other licensed brokers as subagents of Owner, buyer’s agents or otherwise; (b) to place a listing for the property in the multiple listing service; (c) to publish a photograph of the Property and advertise the Property in such media as the Broker may select. The Owner hereby authorizes the Broker to disclose to prospective buyers all information about the Property provided to the Broker by the Owner, all of which the Owner represents to be accurate. The Owner acknowledges receipt of an agency disclosure form and has been advised of (i) the Broker’s general company policies regarding cooperation with and compensation to subagents, Buyer’s agents and other licensees; (ii) the fact that a buyer’s agent, even if compensated by the listing broker or seller will represent the interest of the buyer and (iii) any potential for the listing broker to act as a disclosed dual agent on behalf of the seller and buyer. The Owner agrees to comply with all applicable fair housing laws.

2. Listing Price. The listing price for the Property shall be dollars or such other price and terms as the Owner may approve.

3. Listing Period. This Agreement shall begin on and end on and maybe extended by agreement of the Broker and Owner.

4. Broker’s Fee. If within the term of this Agreement or any extension thereof, the Property is sold to a buyer introduced by the Broker or cooperating member broker of the MLS who procures a buyer who is ready, willing and able to buy, at a price and on the terms set forth herein or on such other price and terms as the Owner may agree, the Broker shall be due a fee of ______% of the purchase price of the Property. Said fee shall be paid at the time set for closing and may be deducted from amounts held as escrow agent. The Broker shall, if applicable, pay any co-broker fee out of the ______% commission. The aforesaid fee shall be due upon sale. If within three months after expiration of this Agreement or any extension thereof the Property is sold to any person who is introduced to the Property during the aforesaid term or any extension, the Broker will be due the ______% commission except if the Owner has entered into an exclusive agreement with another broker in good faith. If any deposit is retained by the Owner as
liquidated damages for default by the buyer under any agreement for sale of the Property, the Broker shall be due one-half (1/2) of the amount so retained, but not more than an amount equal to the full commission that would have been paid to Broker if a sale had been completed.

5. Broker’s Duties. The Broker agrees to use reasonable efforts in marketing the Property and agrees to list the Property with the multiple listing service as well as any public real estate websites, or any other public real estate websites that then accept such listings. The Broker shall have no obligation to continue to market the Property after an offer has been accepted and while a transaction is pending. The Broker is not hired as a property inspector, septic inspector, surveyor, tax advisor or attorney and if such services are desired the Owner should hire professionals.

6. Listing Fee. Any upfront fee paid to the Broker or any affiliate in connection with marketing the Property is on the date that the listing appears on the multiple listing service is irrevocably non-refundable.

OWNER'S Signature(s)                                  BROKER’S SIGNATURE
__________________________________                 ____________________________________
__________________________________                 Dated: _______________________, 200__
E-Mail ____________________________   Telephone:__________________________
Address ___________________________  City, State, Zip Code___________________
Dated: _______________, 200__