



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY:

Date: _____

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 located at 109-137 Capitol Street, Augusta, Maine, recorded in the Kennebec County Registry of Deeds as follows:

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| Book 582, Page 379, dated April 10, 1920 | Book 1272, Page 103, dated July 16, 1962 |
| Book 712, Page 446, dated May 15, 1936 | Book 1344, Page 471, dated July 2, 1964 |
| Book 712, Page 447, dated May 15, 1936 | Book 1411, Page 182, dated March 7, 1966 |
| Book 1253, Page 41, dated January 24, 1962 | Book 1445, Page 362, dated June 21, 1967 |
| Book 1256, Page 261, dated March 9, 1962 | Book 1457, Page 327, dated November 28, 1967 |
| Book 1256, Page 360, dated March 14, 1962 | Book 1786, Page 239, dated December 18, 1974 |
| Book 1256, Page 361, dated March 14, 1962 | Book 5980, Page 77, dated May 3, 1999 |
| Book 1256, Page 363, dated March 14, 1962 | |
| Book 1272, Page 100, dated July 18, 1962 | |

and consisting of: approximately nine and two-tenths (9.2) acres of land, the undersigned as Seller hereby gives Agency the exclusive right to sell or exchange said property at a price of _____ dollars (\$ _____), and on the terms herein stated, or at any other price or terms to which Seller, its successors or assigns may authorize or consent. If, during the term of this agreement, a Purchaser is produced who is ready, willing and able to purchase at said price, or upon other price or terms to which Seller, its successors or assigns may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of _____ percent (___%).

This agreement shall be in effect for twelve (12) months, from _____, 2014, to _____, 2015, with the possibility of two (2) one (1) year renewals on written agreement of the parties. Seller has the right to discontinue this Exclusive Right to Sell Listing Agreement at the end of the initial twelve (12) month period.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, otherwise transferred, or goes under agreement to be sold, conveyed, exchanged, otherwise transferred within 6 months after the expiration of this agreement to anyone with whom Agency has negotiated unless the Seller, in good faith, subsequently lists the property with another Agency on an Exclusive Right to Sell Listing Agreement. Negotiation shall include, but not be limited to: speaking with a prospective purchaser about the property, providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall terminate on _____, 2015, unless renewed by mutual agreement of the parties pursuant to the preceding paragraph.

Seller acknowledges its duty to disclose to Agency all information about its property, adverse or otherwise, and understand that all such information will be disclosed by Agency to the Purchaser(s). Seller further agrees that if any event, fact or information about the property comes to Seller’s attention between the signing of this listing agreement and disclosure form and the final closing, that Seller will immediately contact the Purchaser(s) and Agency.

Seen and agreed to: _____
Seller(s) Broker

Seller agrees that Broker may apply any deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If any earnest money is forfeited by Purchaser(s), it shall be evenly distributed between Agency and the Seller. In the event the Seller defaults on its obligations hereunder, Agency shall be entitled to costs of collection, including reasonable attorneys' fees.

AGENCY PROVISIONS

SUBAGENCY

Yes No This Agency's policy is to cooperate with other agencies acting as subagents of you the Seller

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

PURCHASER'S AGENCY

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

Yes No This Agency's policy is to share compensation with Purchaser's agents.

TRANSACTION BROKERS

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.

DISCLOSURE OF VARIABLE COMPENSATION

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 licenses is to provide a greater commission for an in-house sale versus involving a cooperating real estate brokerage agency.

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.

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 Purchaser
- To refer all inquiries to Agency
- To convey property by Governor's Deed, with no warranties or covenants of title.
- To authorize a "For Sale" sign on the property Yes No
- To authorize the advertising of the property Yes No
- To authorize use of a key and/or lock box on the property Yes No
- To authorize Agency to divulge the existence of offers on the property Yes No
- To authorize publication of property in the MLS and use of information for marketing and statistical purposes Yes No
- To authorize the Agency to use and take exterior and interior photographs of said property in promoting its sale Yes No
- To authorize inclusion of street address of the property on Internet display to the public Yes No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the property. Seller acknowledges that Agency is not an insurer against loss of or damage to personal property.

Seen and agreed to: _____
Seller(s) Broker

- That the State of Maine law requiring Purchasers 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 Services.
- To seek legal, tax and other professional advice as necessary in connection with sale of property
- Receipt of copy of this agreement
- Seller acknowledges that Agency is/is not a member of a multiple listing service and that the property will be/not be promoted in any such service
- That Agency has informed Seller of its obligation to provide buyers with information developed by the Maine 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 Purchaser'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

Disclosed Dual Agency:

Seller acknowledges that Seller has been informed by Agency that it 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 Purchaser 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 Seller and the Purchaser, whose interests are adverse and the agency duties are limited.
2. May disclose to Purchaser any information provided by Seller and may disclose to Seller any information provided by Purchaser **EXCEPT**:
 - a. The willingness or ability of the Seller to accept less than the asking price;
 - b. The willingness or ability of the Purchaser 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 the Seller for selling and the motivation of the Purchaser for buying.

Seller understands that Seller may choose to consent or not consent to Agency serving as Disclosed Dual Agent. Seller has read and understood this Agreement, and hereby voluntarily consents to Agency acting as a Disclosed Dual Agent.

Yes No

Agency and Seller each agree that this property is to be offered without regard to age, race, color, religion, sex, handicap/disability, familial status (families with children), sexual orientation, or national origin.

Seller(s) _____ Date: _____ SS# or Tax ID# 01-600001
 State of Maine Department of Transportation

Seller's Mailing Address: 16 State House Station, Augusta, Maine 04333-0016

Broker: _____ Date _____

Seen and agreed to: _____
 Seller(s) Broker