



BROKER FIRM: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

SELLER'S NAME: \_\_\_\_\_

Seller's Home Address: \_\_\_\_\_

DESIGNATED AGENT: \_\_\_\_\_

Phone#: \_\_\_\_\_

Phone#: \_\_\_\_\_

SUPERVISORY BROKER: \_\_\_\_\_

**1. CONSIDERATION AND TERM OF CONTRACT:** This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_, by and between the above mentioned **BROKER FIRM** ("THE BROKER") and the above mentioned **SELLER(S)** ("the Seller") in consideration of the agreement of the **BROKER** to market the Property hereinafter described and to use the best efforts to find a **BUYER**, the **SELLER** grants to the **BROKER** the exclusive right to sell the Property from \_\_\_\_\_ to 11:59 P.M. on \_\_\_\_\_.

**2. PROPERTY DESCRIPTION:**

Residential  Condominium  Multi-Family  Commercial/Industrial  Vacant  Other \_\_\_\_\_

Property is located in the  Village  Township  City of \_\_\_\_\_, County of \_\_\_\_\_,

Michigan, commonly known as (street address) \_\_\_\_\_ (zip code) \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(the "Property"). This Property is being sold together with all improvements and appurtenance, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and controls, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by **SELLER**, and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SELLER** excludes the following items: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. PRICE/TERMS:** **SELLER** agrees to sell the Property for the sum of \$ \_\_\_\_\_ to be paid in cash, upon terms specified in the **MLS LISTING FORM**, of this contract or upon such terms and conditions as the **SELLER** may hereafter accept. **SELLER** to deliver possession not later than \_\_\_\_\_ days after closing of the sale, subject to the rights of tenants. Should **SELLER** not deliver possession of the Property at the closing, **SELLER** shall be required to pay a daily rate of \$ \_\_\_\_\_ or such other terms and conditions as the **SELLER** may hereafter accept.

**4. COMMISSION:** **SELLER** agrees to pay the **BROKER** a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the sale price upon the consummation of the sale. The commission will be due and payable if a **BUYER** is obtained for the Property by anyone, including the **SELLER**, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the **SELLER**. **THE BROKER'S FEE IS FULLY NEGOTIABLE AND IS NOT FIXED, CONTROLLED, OR SET BY LAW OR THE MULTIPLE LISTING SERVICE.**

**FURTHER**, said commission will be paid if:

- a) the **SELLER** refuses to sell when a ready, willing and able **BUYER** is produced at price and terms.
- b) the **SELLER** refuses or is unable to complete a sale pursuant to the terms of a duly executed Offer To Purchase, Purchase Agreement, Contract of Sale, or such other equivalent agreement signed by **SELLER**.
- c) the **SELLER**, or anyone, sells (or enters into a contract to sell or receives a deposit) within \_\_\_\_\_ days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the **BROKER'S** efforts, during the terms of this contract; **PROVIDED, HOWEVER**, the **SELLER** will not be obligated to pay such commission if the Property is sold through another licensed real estate broker who is paid a commission or fee during this protection period.

It is agreed that the word "sale" shall include a trade or exchange and that a commission will be due at the agreed upon amount or percentage of the exchange or trade value, as the case may be, and that in the event of a trade or exchange, the **BROKER** is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

5. **DEFAULT:** If a sale is not consummated because of the **SELLER'S** refusal to perform, then the full commission shall be due and able upon such refusal. If a sale is not consummated because of the **BUYER'S** failure to perform and the deposit made is forfeited, **SELLER** agrees that \_\_\_\_\_% of the deposit, not to exceed the full commission, shall be retained by the **BROKER** in full payment for service rendered in this transaction.

6. **OPTION:** The **SELLER** agrees that the commission will be due and payable to the **BROKER** if the **SELLER** enters into an option to purchase during the term of this contract or the protection period as provided upon the consummation of the sale/purchase pursuant to the option. If option is exercised and consummated, the agreed upon commission will be paid to the **BROKER** on the option amount.

7. **CONSIDERATION NEGOTIATION:** The **SELLER** and **BROKER** acknowledge that they have negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the **SELLER** in consideration of services to be performed by the **BROKER** and commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract.

8. **MULTI-LIST/COOPERATION:** The **SELLER** acknowledges that the services of the Multiple Listing Service(s) and the offering of cooperation and compensation to other Participants has been fully explained and the **BROKER** is authorized to multiple list the Property, and the Cooperating **BROKER** may represent the **BUYER** even if paid by **BROKER**.

The **SELLER** authorizes the **BROKER** to provide to the Multiple Listing Service(s) such information as they may require including but not limited to timely notice of status changes in this contract and sales information including selling price and terms upon the acceptance of an Offer to Purchase or any time after closing. The Multiple Listing Service(s) is authorized to disseminate the information according to its rules and regulations, provided, however, that offers to cooperate with cooperating brokers and the compensation of the **BROKER** will not be advertised by or through the Multiple Listing Service(s). The **SELLER** and **BROKER** release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated.

The **SELLER** authorizes the **BROKER** to offer cooperative compensation to cooperating Brokers, however such offers cannot be made or disseminated through the Multiple Listing Service(s). The amount of any cooperative compensation shall be included in the Buy & Sell Agreement. No fee shall be paid to the cooperating broker by Seller without Seller's written consent. Seller authorizes **BROKER** to negotiate a cooperative fee in the Buy & Sell Agreement. It is understood that compensation offered to a cooperating Broker will be in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the sale price, or as otherwise agreed in writing and will be paid  from the commission due the **BROKER**  directly by the Seller.

The **SELLER** does not authorize **BROKER** to offer cooperative compensation.

9. **SELLER CONCESSIONS:** In addition to the cooperative compensation offered by **BROKER** pursuant to paragraph 8 above, if any, Seller  does  does not authorize **BROKER** to advise potential buyers and their agents that Seller may be willing to consider Seller concessions. This invitation is contingent upon all other terms of the offer being acceptable to Seller in their sole discretion. This invitation  shall  shall not be disclosed in the MLS.

10. **AGENCY:** **SELLER** acknowledges that the **BROKER** has explained to **SELLER** the **BROKER** policy on agency, disclosed to **SELLER** the different types of real estate agency relationships, and that **BROKER, DESIGNATED AGENT AND SUPERVISORY AGENT** will be the only parties with an agency relationship with the **SELLER**. **BROKER** and **SELLER** designate the party listed above as **SELLER'S DESIGNATED AGENT**. Receipt of an Agency Disclosure is acknowledged by **SELLER**.

If a potential buyer is represented by an agent of **BROKER** other than **DESIGNATED AGENT**, **SELLER** further grants the **BROKER** the **SUPERVISORY BROKER** with authorization to act as a disclosed consensual dual agent.

**SELLER** authorizes **DESIGNATED AGENT** to show potential **BUYER'S** properties other than the **SELLER'S** Property and provides **BUYER'S** with information on selling prices in the area.

11. **TITLE:** **SELLER** represents the title Property to be good and marketable, and **SELLER** will execute and deliver a Warranty Deed, Land Contract, or other instrument of assignment or conveyance as shall be required. By agreement on subsequent Purchase Agreement, **SELLER** will furnish an owner's title insurance policy with standard exceptions. Any deed required shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record and (e.g. special assessments):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. SHOWING/SIGNS:** **BROKER** is hereby authorized to photograph the Property and publish such photographs, retain a key, and cause a sign to be erected on the Property and to remove all other “for sale” signs. **BROKER** shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours.

**ADVERTISING:** **BROKER** is authorized to place Property information on the Internet and to otherwise advertise the Property for sale. Client acknowledges that offers to compensate a cooperating broker will not be made through the Multiple Listing Service(s).

**SELLER** shall indemnify and hold harmless **BROKER** and **BROKER’S** agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of **SELLER’S** home pursuant to this listing.

**13. LOCK BOX:** The **BROKER**  is  is not authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. **SELLER** acknowledges that the lock box is not a security system and agrees to release and hold harmless **BROKER** and any agents or subagents of **BROKER** from any liability whatsoever arising from the use of the lock box to provide access to the Property.

**14. MARKET:** Upon **SELLER’S** written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, the **BROKER** shall not continue to market the Property nor present any other offers received after the time of acceptance.

**15. REFERRAL:** **SELLER** agrees to refer to **BROKER** all inquiries concerning the Property during the period of this contract.

**16. CITIZENSHIP:** **SELLER** is a United States citizen.  Yes  No

**17. HEIRS:** This contract shall bind the heirs, personal representatives, administrators, executor’s assigns and successors of the respective parties.

**18. NON-DISCRIMINATION:** It is agreed by **BROKER** and **SELLER** that discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, or physical or mental disability, or familial status, with the sale of the subject Property is **PROHIBITED**.

**19. INFORMATION:** **SELLER** agrees to provide **BROKER** or **BUYER** with all information required by any law.

**20. MARKETABLE TITLE:** The **SELLER(S)** represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

**21. BINDING CONTRACT:** This contract shall be binding upon execution by **SELLER(S)** or **SELLER(S)** agents **BROKER** or the agent of the **BROKER**.

**22. COPYRIGHT & EXCLUSIVE USE:** The Seller hereby consents to taking pictures and/or video of the property and consents to the unlimited and perpetual use of such Visual Media by Broker or any of Broker’s designees. “Use” shall include, without limitation, the reproduction, modification, adaption, publishing, creation and derivative works from, distribution and display all Visual Media throughout the world in any format. Furthermore Seller hereby irrevocably assigns, transfers, sets over and conveys to Broker all of Seller’s rights, title and interest in and to certain photographs and or video of the property taken by the Seller and provided to the Broker willingly, including without limitation, the right to grant permission to republish the Visual Media in whole or in part and the right to republish the Work in any format throughout the world.

**23. OTHER:** \_\_\_\_\_

**24. ACKNOWLEDGMENT:** The **SELLER** has read, acknowledges, and accepts the terms of this contract and has received a completed copy of this contract.

\_\_\_\_\_  
(DESIGNATED AGENT) Date

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
For BROKER

\_\_\_\_\_  
(SELLER) Date

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(SELLER) Date

\_\_\_\_\_  
(Name and Address)

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