

EXCLUSIVE RIGHT TO SELL AGREEMENT

Location: _____ Effective Date: _____

Parties:

Seller Name: _____

Seller Address: _____

Seller Phone/Email: _____

Broker:

Broker Name: _____

Broker Address: _____

Broker Phone/Email: _____

Property Description:

Property Address/Description: _____

Exclusive Right to Sell Grant:

Seller hereby grants Broker the exclusive and irrevocable right to sell the above-described property for a period of _____ (the "Term") commencing on the Effective Date. Seller agrees not to list, sell, or negotiate sale of the property through any other broker or directly during the Term.

Broker's Duties:

Broker agrees to use reasonable efforts to market the property, including but not limited to advertising, hosting open houses, and cooperating with other brokers. Broker shall keep Seller informed of all material information concerning the sale.

Seller's Representations and Warranties:

Seller represents that Seller is the sole owner of the property, has full authority to enter into this Agreement, and that the property is free of liens and encumbrances except as disclosed in writing. Seller shall promptly notify Broker of any changes affecting the property or its title.

Listing Price:

The property shall be listed at the price of: _____ USD

Commission:

Seller agrees to pay Broker a commission of _____% of the final sale price if the property is sold by Broker, Seller, or any other person during the Term or any extension thereof. The commission shall be payable at closing.

Term and Extension:

The Term of this Agreement shall be as stated above. If, after expiration of the Term, the property is sold to a purchaser introduced by Broker during the Term, Seller shall pay Broker the agreed commission.

Seller's Obligations:

Seller agrees to permit Broker to show the property at reasonable times, maintain the property in good condition, and provide Broker with all necessary information and documents to facilitate the sale.

Broker's Liability:

Broker shall not be liable for any failure to sell the property or for any damages arising from Broker's performance under this Agreement, except in cases of willful misconduct or gross negligence.

Dispute Resolution:

Any disputes arising under this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, held in the county where the property is located.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State in which the property is located, without regard to conflict of law principles.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

Amendments:

Any amendments to this Agreement must be in writing and signed by both parties to be effective.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Waiver:

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce it later.

Signatures:

SELLER'S SIGNATURE

BROKER'S SIGNATURE

Signature: _____

Signature: _____

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