

**EXCLUSIVE LISTING AGREEMENT**  
**New Hampshire Association of REALTORS® Standard Form**  
 This is to be construed as an unequivocal *Exclusive Right To Sell* between the Seller and the undersigned Agency.



1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), Sam and Sally Seller ("SELLER"), hereby gives the undersigned RE/MAX All American ("AGENCY"), on this date, April 1, 2006, in consideration of AGENCY'S agreement to list and promote the sale, lease or exchange of property located at 123 Main St., Any Town, NH, owned by SELLER consisting of 3 BR / 2 BA Cape on 2.21 Acres, and including any other property, real or personal, subsequently added thereto, recorded in the Merrimack County Registry of Deeds in Book 1111 Page 1234 ("PROPERTY"), the exclusive right to sell, lease or exchange said property at a price of \$ 200,000.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENCY a commission of 6% of the contract price or \_\_\_\_\_ of the lease amount.

2. **THIS AGREEMENT SHALL BE IN EFFECT** from April 1, 2006, through October 1, 2006. Upon full execution of a contract for sale and purchase of the PROPERTY, all rights and obligations of this Agreement will extend with respect to such Purchase and Sales Agreement and Deposit Receipt through the date of closing as specified in the Purchase and Sales Agreement and Deposit Receipt. It is understood that unless otherwise indicated below, AGENCY will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone with whom AGENCY has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. Should an escrow deposit on a fully executed Purchase and Sales Agreement and Deposit Receipt be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named AGENCY as a fee for professional services, or brokerage. I/we acknowledge my/our duty to disclose to AGENCY all pertinent information about the PROPERTY, adverse or otherwise, and understand that all such information will be disclosed by AGENCY to potential purchaser. I/we hereby agree to hold AGENCY harmless from any claims which may result from SELLER'S failure to disclose such information about the PROPERTY. If any pertinent fact, event or information about the PROPERTY comes to my/our attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, I/we will immediately notify the potential purchaser and AGENCY of the same in writing.

3. **COOPERATION WITH OTHER BROKERS - SELLER** authorizes the following forms of cooperation:

<p>(a) Cooperate with licensees from other firms who accept AGENCY'S offer of subagency. AGENCY'S policy is to compensate the subagent a _____ % commission of the contract price or _____ . Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of AGENCY and any sub-agents who are acting on behalf of the SELLER when AGENCY or sub-agent is acting within the scope of the agency relationship.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> Not Offered by AGENCY</p>
<p>(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). AGENCY'S policy is to compensate the buyer agent a <u>2.4</u> % commission of the contract price or _____ .</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Not Offered by AGENCY</p>
<p>(c) Act as a disclosed dual agent. It is understood that SELLER(S) will be notified that a licensee is acting as a dual agent prior to showing and before being asked to consider an offer to purchase the subject property. A Dual Agency Consent Agreement must be executed by buyer and SELLER at such time.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Not Offered by AGENCY</p>
<p>(d) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. AGENCY'S policy is to compensate brokers in Another Relationship a <u>2.4</u> % commission of the contract price or _____ .</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Not Offered by AGENCY</p>
<p>(e) <b>COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."</b></p>	
<p>(f) <input type="checkbox"/> None of the Above. If this box is checked, property cannot be placed in MLS.</p>	

SELLER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

AGENCY \_\_\_\_\_ / \_\_\_\_\_

