## **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.



. The	undersigned seller (including owner, heirs, personal							
/" A	("SELLER"), hereby gives	the undersigned	ABC REA	ALIY				
( A	GENCY"), on this date,12/2/08 e, lease or exchange of property located at	, in consideration of	AGENCY'S agreeme	nt to list and promote the				
Said	e, lease or exchange or property located at		20 BOD Street	by SELLER consisting of				
			, OWITEU	by <b>SELLER</b> consisting of				
	personal, subsequently added thereto, recorded in th	•	, and including	g any other property, rea				
or t	personal, subsequently added thereto, recorded in the	e	County F	Registry of Deeds in Book				
	XXX Page XXX ("PROPERTY"	<del>-</del>						
	400,000.00 on the terms herein stated, or at an							
	ng the term of this Agreement, an individual or entit							
	n another price and terms to which <b>SELLER</b> may ag			Similission of X %				
	of the contract price or	or the lease amount						
. TH	S AGREEMENT SHALL BE IN EFFECT from	12/2/08	, through	05/15/09				
Upo	on full execution of a contract for sale and purchase of	of the <b>PROPERTY</b> , all rig	hts and obligations of t	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 <b>PROPERTY</b> is contracted to be or has been sold, leased, conveyed, exchanged or							
	otherwise transferred within 4 months after the expiration or rescission of this Agreement to anyone with whom <b>AGENCY</b> has							
	procured, unless the <b>PROPERTY</b> has been listed with another licensed broker on an exclusive basis. "Procurement" shall include,							
	but not be limited to, providing information about the <b>PROPERTY</b> , showing the <b>PROPERTY</b> , or presenting offers on the <b>PROPERTY</b> . Should an escrow deposit on a fully executed Purchase and Sales Agreement and Deposit Receipt be forfeited, one							
	shall belong to the undersigned <b>SELLER</b> and one h							
	services, or I/we acknowledge my/our duty to disclose to AGENCY all pertinent							
	nformation about the <b>PROPERTY</b> , adverse or otherwise, and understand that all such information will be disclosed by <b>AGENCY</b> to							
	potential purchaser. I/we hereby agree to hold <b>AGENCY</b> harmless from any claims which may result from <b>SELLER'S</b> failure to							
	disclose such information about the <b>PROPERTY</b> . If any pertinent fact, event or information about the <b>PROPERTY</b> comes to my/our							
	attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, I/we will immediately							
not	fy the potential purchaser and <b>AGENCY</b> of the same i	in writing.						
. co	COOPERATION WITH OTHER BROKERS - SELLER authorizes the following forms of cooperation:							
(a)	Cooperate with licensees from other firms who acce	ept <b>AGENCY'S</b> offer of su	ubagency.					
	AGENCY'S policy is to compensate the subagent a	ı% com	imission of the contract	t □Yes XNo				
	price or Pursu	uant to the requirements	of NH RSA 331-A:25-	☐ Not Offered by				
	b(l)(b)(4), SELLER is hereby notified that SELLER			AGENCY				
	sub-agents who are acting on behalf of the <b>SELLEF</b> the scope of the agency relationship.	R when AGENCY or sub-	agent is acting within					
	the scope of the agency relationship.							
(b)	Cooperate with licensees from other firms who will r	epresent the interest of the	he buver(s).	X Yes  □ No				
(5)	AGENCY'S policy is to compensate the buyer agen			☐ Not Offered by				
	contract price or			AGENCY				
				<u>_</u>				
(c)	Cooperate with licensees from other firms who are r							
	seller agent or buyer agent. AGENCY'S policy is to	compensate brokers in	Another Relationship	☐ Not Offered by				
	aX commission of the contract	t price or	<del>.</del>	AGENCY				
(d)	COOPERATION ARRANGEMENTS THAT DIFFER	R FROM ABOVE WILL B	E DETAILED UNDER					
()	"ADDITIONAL PROVISIONS."							
(e)	☐ None of the Above. If this box is checked, prop	perty cannot be placed	in MLS.					
				<b>—</b>				
EI I E	(S) INITIALS/		AGENCY	1				
	(O) INTERES		AGENCI					

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4.	<b>DISCLOSED DUAL AGENCY. SELLER</b> acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both <b>SELLER</b> and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.							
	If <b>SELLER</b> would like the property shown to buyers who are also represented by the Agency, the potential for dual agency exists.							
	☐ <b>SELLER</b> hereby consents to dual agency showings. <b>SELLER</b> will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.							
	SELLER DATE  At this time, <b>SELLER</b> does not consent to dual agency showing	SELLER		DATE				
	At this time, SELLER does not consent to dual agency showing	ngs.						
	SELLER DATE	SELLER		DATE				
	Not applicable - Agency does not practice dual agency.	OLLLLIN	_	5/(12				
5.	SPECIAL CONDITIONS							
	XYes ☐ No A For Sale sign may be placed on the property.	X Yes ☐ No	Property will be advertised at AGEN	ICY'S discretion				
	XYes ☐ No Lock box may be placed on the property	XYes ☐ No	AGENCY must be present for all sh	owings				
	☐ Yes ☐ No A key to the building will be on file with the AGENCY	X Yes ☐ No	May submit the property listing data be used for comparables.	to MLS and may				
	☐ Yes ☐ No Exterior pictures of the property may be taken.	X Yes □ No	May submit <b>SELLER'S</b> name to any database or MLS that may be acces persons other than <b>SELLER'S</b> brok	ssed by				
	XYes ☐ No Interior pictures of the property may be taken.	X Yes ☐ No	Disclose Existence of Other Offers					
	Yes \( \subseteq \) No May, after <b>SELLER</b> review and approval of all such documents, submit Property documents excluding the Seller Disclosure Statement to any electronic database or MLS that may be accessed by persons other than <b>SELLER'S</b> broker, including the public.	X Yes □ No	May, after <b>SELLER</b> review and appr Seller Disclosure Statement to any database or MLS that may be access other than <b>SELLER'S</b> broker, include	electronic ssed by persons				
RE	ADDITIONAL PROVISIONS  IIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING SELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FRIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A CO	<b>AMILIAL STA</b>	TUS, SEXUAL ORIENTATION,					
SE	LLER DATE S	ELLER	DATE	· · · · · · · · · · · · · · · · · · ·				
	205 West Street, Anywhere, NH							
AD	DRESS A	DDRESS						
CIT	TY / STATE / ZIP C	CITY / STATE / Z	IP					
	ABC REALTY							
AG	ENCY		TITLE DATE					
_	502 Main Street							
AD	DRESS C	ITY / STATE / Z	IP					

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