

EXCLUSIVE RIGHT TO SELL AGREEMENT

This Exclusive Right to Sell Agreement is for the property located at _____

City _____, NJ Zip _____ Block # _____ Lot # _____

LISTING DATE _____

EXPIRATION DATE _____

TO: BROKER _____

In consideration of listing and endeavoring to procure a purchaser for the property described above, at the list price of \$ _____, with a possession date of _____, Seller (the word "Seller" includes all sellers whose signatures appear on the bottom of this Listing Agreement) hereby grants to the Broker, the Sole and Exclusive Right to Sell the above described property, based on the terms and conditions contained in this Agreement. Attached to this form is a Property Description Form which is incorporated by reference to this form.

Seller further agrees to pay the Broker, a compensation of _____. If the compensation is a percentage, it shall be a percentage of the offering price or of any sales price accepted by the Seller. The compensation shall be earned by the Broker and payable to the Broker if the property is sold by the Seller, the Broker or through any other source during the term of this Exclusive Listing Agreement.

Seller represents that this property is not and will not be Exclusively Listed with any other Broker during the term of this Listing Agreement. Seller further represents that this property is not and will not be Listed for Rent during the term of this Listing Agreement unless mutually agreed upon terms and conditions are negotiated with the Broker. Seller acknowledges and understands in the event that the property is not available for showing for 5 days or more the Broker is required by the MLS to change the status of this listing to "TOM". In the event this occurs this listing will not be distributed by the MLS to any public internet sites.

"As a Seller you have the right to individually reach an agreement on any fee, compensation, or other valuable consideration with any Broker. No fee, compensation, or other consideration has been fixed by any governmental authority or by any trade association or multiple listing service." Nothing in this Agreement is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, compensation or other valuable consideration to be charged in transactions by the Broker. In the event the property, or any part of it, described in this Agreement is the subject of a written or other agreement by the Buyer and Seller or their designees or is sold conveyed, leased, or in any way transferred within _____ after the expiration of this Agreement to anyone to whom the Seller, Broker or the Broker's salesperson, sub-agent, (participating Broker/Cooperating Broker) or a Buyers' Broker/Buyers' Agent or Transaction Broker/Transaction Agent had introduced the property during the terms of this Exclusive Listing, the compensation as indicated above shall be earned by the Broker and payable to the Broker by the Seller, unless the Seller executes a new Exclusive Right to Sell Listing Agreement to take effect upon or anytime after the expiration of this Agreement. Seller represents that Seller is the owner of the above-described property and Seller has the full authority to enter into this Agreement. If this Agreement is executed by anyone other than the owner of the property, Owner represents that the individual or individuals is/are acting on behalf of the Owner and that the individual or individuals has/have furnished the Broker with a copy of that written authorization. Seller and Broker further represent that no other terms or conditions exist other than those that are contained in this Agreement.

Seller acknowledges that the Seller has read this Agreement, and the New Jersey Attorney General's Memorandum printed on the reverse side, and the Seller has received a fully executed copy of this Agreement which contains accurate information. Authorization is hereby granted by the Seller to submit this listing to the Hudson County Multiple Listing Service (HCMLS) for distribution to all its Broker members. Unless box is checked, Seller authorizes Listing to appear on all web sites authorized by the HCMLS

Relationships, I, _____, as an
Name of licensee
authorized representative of, _____
Name of firm

intend as of this time, to work with you as a (check one) Seller's Agent and Disclosed Dual Agent if the Opportunity Arises
 Seller's Agent Only Transaction Broker Only

Owner #1 Signature _____ Date Signed _____ Owner #2 Signature _____ Date Signed _____

Owner #1 Name (print) _____ Owner #2 Name (print) _____

Owner's Street Address _____

Owner's City, State, Zip Code _____ Signature Broker's Representative _____ Date Signed _____

Owner's Telephone Number _____ Broker's Representative (print) _____

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT." SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF _____ MINUS _____ TO POTENTIAL COOPERATING BROKERS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.