

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

COMMERCIAL PROPERTY-BUILDING

AGREEMENT made the _____ day of _____, by and between _____ (hereinafter referred to as "**Owner**"), with its principal office located at _____ and Keller Williams Realty Gold Coast (hereinafter referred to as "**Broker** ") with an office located at 1129 Northern Boulevard, Ste 410, Manhasset, NY 11030

WITNESSETH

WHEREAS, Owner is the owner of the real property of the building known as and located at _____ ("**Building**") (the Building, the underlying land, any other improvements on the land and any appurtenant rights of Owner in any abutting or adjacent land, shall be referred to collectively as "**Property**");

WHEREAS, Broker is a real estate broker duly licensed by the State of New York.

WHEREAS, Owner wishes to appoint and engage Broker as the exclusive sales agent for the sale of the Property and Broker is willing to accept such exclusive right subject to and conditioned upon the terms and provisions contained herein.

NOW, THEREFORE, in consideration of mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. OWNER'S REPRESENTATIONS: Owner represents that it is the sole owner of the Property and is the sole entity with rights to offer the Property for sale and to determine the terms and conditions upon which the Property will be sold.

2. APPOINTMENT OF BROKER: Owner hereby grants Broker the exclusive right to list and negotiate for the sale of the Property.

3. TERM: This Agreement shall commence on the date it is fully executed ("**Commencement Date**") and shall continue for a period of _____ after the Commencement Date. Thereafter, this Agreement shall continue on a month-to-month basis, unless and until either party terminates this Agreement upon thirty (30) days prior written notice to the other party (the expiration of such thirty day period shall hereinafter be referred to as the "**Termination Date**").

4. BROKER'S DUTIES: Broker agrees to use commercially reasonable efforts to sell the Property. All negotiations shall be conducted by Broker, subject to the review and final approval of the Owner.

5. OWNER'S DUTIES: Owner agrees during the term of this Agreement to: (i) refer to Broker without delay all offers and inquiries from prospective purchasers or outside brokers with respect to the sale of the property; (iii) permit Broker to erect signs on the Property, which signs identify Broker as the exclusive broker for the Owner, in such locations as Broker deems most effective, provided Broker obtains Owner's approval for such locations prior to erecting such signs; and (iv) cooperate with Broker to bring prospective contracts with prospective purchasers to a close, which shall include meeting with prospective purchasers and/or their respective outside brokers.

6. COMMISSIONS: For all Property sold during the term hereof, whether the sale is procured by Owner, Broker or any third party, Owner shall pay Broker a commission equal to _____ percent of the gross sales price. In the event that the Broker procured the sale with the assistance of a cooperating broker, Broker shall pay the cooperating broker a commission pursuant to a separate agreement between Broker and the cooperating broker.

7. PENDING NEGOTIATIONS: Within ten (10) days after the Termination Date, Broker shall deliver to Owner a complete list of all prospective purchasers who, during the term of this Agreement, were shown the Property, submitted or received a written proposal or offer, or who entered into negotiations for sale (hereinafter referred to as the "**Pending List**"). In the event any prospective purchaser on the Pending List consummates a transaction within one (1) year after the Termination Date, Owner shall recognize Broker as the exclusive broker and shall pay to Broker a Commission in accordance with the terms set forth in Section 6 above, whether or not the Broker renders any service following such Termination Date and whether or not the Broker is the procuring cause of the sale. Notwithstanding the foregoing, if after said one year period, a transaction as aforementioned is still active and ongoing, the time frame for Broker to be acknowledged and paid for such transaction shall be automatically extended for an additional thirty (30) days.

8. PAYMENTS OF COMMISSIONS: All payments of Commission shall be deemed earned and payable upon the execution and delivery by the purchaser and Owner of a fully executed contract of sale; and shall be paid to Broker upon transfer of title. Owner shall promptly notify Broker once a contract is fully executed. Owner shall not take any action calculated to, or which would otherwise, circumvent Broker's rights under this Agreement. All payments of commission to Broker shall be remitted as follows: Keller Williams Realty Gold Coast, 1129 Northern Blvd Ste 410, Manhasset, NY 11030. This address may be changed by written notice to Owner sent by certified mail, return receipt requested.

9. OWNER'S COVENANTS: During the term of this Agreement, Owner shall not:

- a. employ or engage any real estate brokers other than Broker with respect to sale of the Property;
- b. fail for any reason whatsoever to refer all inquiries from prospective purchasers, other brokers, or otherwise to Broker; or
- c. sell or otherwise remove from the market, without Broker's written acknowledgement, the Property, without providing for the payment of commission to Broker, as required hereunder.

10. OWNER'S INDEMNIFICATION: Owner shall indemnify, defend and hold Broker harmless from and against any and all claims, costs, expenses, losses and liabilities (including, without limitation, reasonable attorney's fees and disbursements) suffered by Broker and arising out of the sale of the Property, including, without limitation (i) claims by tenants related to the Property; (ii) the breach by Owner of its obligations, representations, warranties, covenants and/or undertakings hereunder; (iii) any statement, representation, opinion, estimate, figure, misstatement, error or omission contained in (or, as the case may be, absent from) any document and/or any advertising material provided or approved by Owner; (iv) claims for commissions by other real estate brokers retained by Owner; and (v) claims for personal injury and/or property damage occurring on and/or around the Property. This paragraph shall survive termination or expiration of this Agreement. Notice of any claim, action or proceeding for which indemnification is sought under this section shall be promptly given to the indemnifying party, which shall join or assume the defense of such claim with counsel reasonably satisfactory to the party seeking indemnification. The failure to provide prompt notice shall not limit an indemnitor's obligation to indemnify unless prejudice is established relating to such failure. No party shall settle a claim made unless the indemnified party is fully released in connection with such settlement.

11. ARBITRATION: The merits of any dispute arising under or in connection with this agreement shall be determined before an arbitrator in the County of New York, State of New York pursuant to the commercial arbitration rules then in effect with the American Arbitration Association. Judgment upon the award may be entered in any court of competent jurisdiction. Should it be necessary for Broker to initiate arbitration proceedings as a result of Owner's failure to pay the commission as stated herein, Broker shall be able to recover any and all reasonable legal fees including costs and disbursements incurred therein. Should the disputed amount not exceed the jurisdictional limit of the Civil Court of the City of New York, the parties may initiate an action in the Small Claims Division of that forum.

12. MISCELLANEOUS

a. The parties hereto represent and warrant to each other that each has the full authority to enter into this Agreement and that the individual(s) executing the Agreement is authorized to act on behalf of such entity and to bind such entity to the terms and conditions hereof.

b. In the event any provision of the Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

c. Owner acknowledges that Broker may represent both prospective purchaser and Owner simultaneously with respect to the same transaction and Owner consents to such dual representation.

d. Owner understands that Broker is in the business of, among other endeavors, brokering, selling and/or marketing other properties and will continue to do so during the term of this Agreement. As each individual property has its own unique qualities, Broker's services to Owner are non-exclusive and Broker may render similar or other services to owners of other properties.

e. It is understood that Broker is an independent contractor and shall not be considered Owner's agent, partner, joint-venturer or employee for any purposes whatsoever. Broker is not granted any right or authority to assume or create any agreement, obligation or liability, express or implied, or to make or imply any representation or warranty on Owner's behalf, or to bind Owner or the Property in any manner whatsoever.

f. Owner represents that it has informed Broker, in writing, of any environmental problems associated with the Property of which Owner is aware. Owner shall provide Broker with all environmental studies and reports in its possession, including, but not limited to, relevant structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on or about the Property ("Environmental Information") with respect to the Property upon the execution of this Agreement and will continue to do so during the term of this Agreement. Broker shall furnish to third parties only that Environmental Information as shall be provided by the Owner and which it is so authorized to disseminate. Broker shall have no responsibility or liability for Environmental Information provided to it by the Owner.

g. This Agreement (i) contains the entire understanding of the parties with respect to the subject matter hereof; (ii) may only be amended, modified or changed by written instrument signed by the parties hereto; (iii) shall be binding upon and inure to the benefit of the successors and assigns of the respective parties; (iv) shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely within New York; without regard to conflicts of laws; and (v) may not be strictly construed against either Owner nor Broker, each party agreeing that it has participated fully and equally in the preparation of this Agreement.

h. Any bill, statement, notice, demand, payment or other communication under this Agreement shall be in writing and sent to the address of the appropriate party set forth at the beginning of this Agreement by certified mail, return receipt requested or by reputable overnight courier (requesting receipt) and shall be deemed delivered on the business day of such personal delivery or the business day following delivery to such overnight courier.

i. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the parties. Facsimile and PDF copy signatures shall have the same validity and effect as original signatures.

Sincerely,

Agent Name:

Agent Name:

Licensed RE Salesperson Associate Broker
Keller Williams Realty Gold Coast

Licensed RE Salesperson Associate Broker
Keller Williams Realty Gold Coast

SIGNATURES IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first given above.

AGREED TO AND ACCEPTED BY:

APPROVED BY:

Owner: _____ Date: _____

_____ Date: _____

Title: _____

Real Estate Broker (BOR)
Keller Williams Realty Gold Coast

Company: _____

Owner: _____ Date: _____

Title: _____

Company: _____