

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

STATE-WIDE MULTIPLE LISTING SERVICE, INC.

1. PARTIES: This Exclusive Right to Sell Listing Agreement ("Agreement") is made and entered into by the brokerage firm of J.E. Group Properties, Principal's License # REC.0018555 ("Broker"), a participant of State-Wide Multiple Listing Service ("MLS") and _____ ("Seller").

2. EXCLUSIVE RIGHT TO SELL: In consideration of Broker's efforts to procure a purchaser of subject real estate, the undersigned ("Seller") grants Broker the exclusive right, revocable only with Broker's written consent, commencing on 20 _____, ("effective date") and expiring at 11:59 P.M. on 20 _____, to list and market for sale or exchange the real property located at: _____ in the City/Town of _____, in the State of Rhode Island, Zip code: _____ ("Property").

3. TERMS OF SALE:

- a) **Price:** The list price shall be _____ (\$_____), or any other price which Seller may agree to accept.
- b) **Personal Property and Fixtures:** Seller acknowledges that unless specifically exempted by Seller, all fixtures and other improvements that are permanently attached to the building, structures, or land are included in the sale as part of the Property, including, but not limited to: landscaping, lighting fixtures, screen doors, storm windows, garage door openers, controls, flagpoles, fences, and any other items that are built in, including, but not limited to air conditioning equipment, garbage disposals and dishwashers. Any and all items associated with the use, control, or operation of the fixtures are also included. Any other personal property, including, but not limited to furniture, shall be addressed in a separate personal property agreement, except as listed below:
Seller also **includes** the following items: _____
Seller **excludes** the following items, including leased or tenant-owned items: _____
- c) **Other Terms of Sale:** (specify) _____

4. BROKER'S DUTIES: Broker shall perform the following duties:

- a) Provide Seller with a copy of all agreements that relate to this transaction, including this Agreement;
- b) Make diligent efforts to procure a buyer;
- c) Present all offers to Seller until closing unless otherwise agreed in writing;
- d) Hold all deposits in Broker's escrow account as required by R.I.G.L. 5-20.5-14(5) unless mutually agreed otherwise. Except as otherwise provided in this Agreement, the Deposits shall be duly accounted for at the time of delivery of the deed and applied to the Purchase Price. **In the event that Broker is made party to a lawsuit by virtue of acting as escrow agent of a deposit, Seller authorizes Broker to recover reasonable attorney's fees and costs. These fees and costs may be deducted from escrow funds, if Seller is the prevailing party;**
- e) Comply with the REALTOR® Code of Ethics and federal, state, and local law;
- f) Comply with MLS Rules and Regulations, including, but not limited to, providing timely notice of status and price changes of the listing and providing sales information;
- g) Submit an exterior photo of Property to MLS;
- h) Install a "For Sale" sign on Property;
- i) Additional Broker's Duties: (specify) _____

5. MULTIPLE LISTING SERVICE:

(check one) Yes No

a) Seller authorizes Broker to list Property in the active listing database of State-Wide Multiple Listing Service and, if applicable, any reciprocal multiple listing service(s) ("MLS") starting on (date) _____ . If this date is later than the effective date stated in Section 2, the parties shall complete and file with MLS a non-MLS form or a "coming soon" form. The parties acknowledge that MLS Rules prohibit anyone from showing Property during the term of "coming soon."

b) Seller and Broker agree to comply with all MLS Rules, including, but not limited to, reporting all statuses to MLS.

c) The parties acknowledge that MLS may cease publication of the listing in the event of termination of Broker from MLS.

d) Broker is authorized to cooperate with other real estate brokers.

e) Broker is authorized to report the sale, price, terms, including concessions paid by seller shown on the closing disclosure, and type of financing for the publication, dissemination, information, and use by authorized members, MLS Participants, and Subscribers as required by MLS Rules.

6. COMPENSATION TO BROKER:

a) Seller agrees to pay to Broker as compensation for services: 3.5 percent of the gross sales price; \$ 0.00 dollars; or Other (please specify) _____ under the following conditions:

(1) if Broker procures a ready, willing, and able buyer;

(2) if the property is sold by Broker, or through any other person, including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of such time period;

(3) if within 90 calendar days of the expiration, including extensions, of this Exclusive Right to Sell Listing Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom Broker has had contact directly and/or indirectly prior to expiration of this listing. This section shall not apply if Seller enters into another valid listing agreement with another licensed real estate broker after the expiration of this Exclusive Right to Sell Listing Agreement;

(4) if completion of the sale is prevented by default of Seller, then upon such default;

(5) if the property is withdrawn from the market, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the consent of Broker, during the above time period or any extension of such time period, compensation, in accordance with Section 6(a) above, to be based either on list price or actual expenses relating to the subject property at the discretion of Broker.

b) In the event of a potential buyer's default, which results in Seller being entitled to retain the Deposit, except as otherwise provided in this Agreement, Seller agrees to have Broker retain 50 of the Deposit, which shall not be greater in amount than the amount of the commission stated above.

c) It is understood that, upon closing and recording of the Deed, Broker may apply the Deposit(s) held in the escrow account to payment of the previously agreed brokerage fee. If the escrow funds are insufficient for the complete payment of the brokerage commission, such additional funds which are due are to be paid/accounted for prior to the recording of the Deed. In the event of exchange, Seller authorizes Broker to assist all parties and collect compensation from them provided that there is full, written disclosure to all parties.

d) In the event that Property is leased during the term of this Agreement, or during such extended period, the Seller agrees to pay Broker a rental fee of NA for the term of the lease(s), and a rental fee of NA for each extension of the lease term, if any. If the lessee purchases the property within NA, Seller agrees to pay Broker a fee of NA, in accordance with this Section.

7. ADDITIONAL COMPENSATION PROVISIONS:

8. COOPERATION WITH OTHER BROKERS:

a) Broker is authorized to cooperate with other brokers, and offer compensation as follows: (complete all that apply)

2 percent of the (check one) gross sales price or net sales price;
\$ 0.00 dollars; or Other: _____;

b) Seller and Broker agree that Broker may offer the following exceptions. (Please list all exceptions from all of the above types of compensation.)

MLS Rule Section 7.6 states, "A listing broker may offer any Participant compensation other than the compensation indicated on any listing published by the MLS provided that the listing broker informs the other broker in writing in advance of his submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants or Subscribers in the MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount."

9. ACKNOWLEDGEMENT OF APPOINTMENT OF DESIGNATED SELLER REPRESENTATIVE(S):

Seller understands and agrees that only those real estate licensee(s), who have been specifically designated by the Principal Broker or Broker's designee, will represent Seller as a Designated Client Representative with Seller's informed, written consent. Seller agrees to Broker's appointment of the following affiliated real estate licensee(s) to act as Designated Seller Representative(s) and to perform the duties stated in this Agreement. Only those individuals and team members who are listed below represent Seller.

Name(s) of Designated Seller Representative(s)

Justin Gallant

Seller understands and agrees that Broker may appoint additional Designated Seller Representatives as needed, with Seller's written consent.

10. DUTIES OF OTHER AFFILIATED LICENSEES: Any affiliated real estate licensee, including team members, who has not been named as a Designated Seller Representative owes Seller only the duty of confidentiality. Seller understands and agrees that Broker and its affiliated real estate licensees may also represent sellers of similar real properties. Broker and affiliated licensees, including Designated Seller Representative(s), may represent or assist buyers who are interested in the Property but will protect Seller's confidential information.

11. DUAL FACILITATION: If a Designated Seller Representative is representing a buyer client who becomes interested in Property, Seller, the buyer, and Principal Broker will be asked to sign a Dual Facilitator Consent form to authorize Designated Client Representative to assist both parties as a neutral Dual Facilitator. The Dual Facilitator can assist both parties in a transaction but shall be neutral as to any conflicting interests between the parties to the transaction. The Principal Broker will act as a neutral Transaction Coordinator, will remain impartial to each client, and will assist the parties with reaching a mutually agreeable transaction. Broker and its affiliated licensees will not disclose Seller's or buyer's confidential information except where disclosure is required by state law. If either Seller or the buyer does not consent to the dual facilitation, Broker may appoint another affiliated licensee to act as a Designated Client Representative for that party with that party's written consent.

12. SELLER'S DUTIES

a) **Disclosures:** Seller shall provide Broker with accurate information about Property. Seller shall disclose any known deficient conditions of Property to prospective buyers by completing and signing a RI Seller's Lead Disclosure and RI Real Estate Sales Disclosure Form prior to signing an agreement to transfer real estate unless exempted by 216 R.I.C.R. 50-15-3 or R.I.G.L. 5-20.8-3. Seller agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller, or from any material facts which Seller knows but fails to disclose.

b) **Exclusivity:** Seller represents that Seller is not a party to an exclusive listing agreement with any other real estate broker. Seller shall work exclusively with Broker throughout the term of this Agreement. Seller shall report any contacts from other brokers or prospective buyers to Broker during the term of this Agreement.

- c) **Rental:** Seller agrees to inform Broker promptly if Seller enters into any new rental agreements for any portion of Property.
- d) **Showings and Access:** Seller shall provide reasonable access to Property in order for Broker to show Property to cooperating brokers and prospective buyers.
- e) **Laws:** Seller must fully comply with all state and federal laws.
- f) **Legal Units:** Property is comprised of _____ (number) legal units according to municipal zoning records in the city/town in which Property is located.
- g) **Smoke/Carbon Monoxide Detectors:** R.I.G.L. 23-28.1. requires certain residential dwellings to be equipped with an approved smoke detector and carbon monoxide detector system. It is the responsibility of Seller to deliver to the closing officer a smoke detector and carbon monoxide detector certificate dated no earlier than 120 days before the closing unless exempt from Rhode Island law. Seller is advised to contact the state or local fire marshal for more information.
- h) **Audio/Video Recording:**
 - Yes No Seller has audio surveillance or recording on or in Property.
 - Yes No Seller has video surveillance or recording on or in Property.

If Seller answers "Yes" to one or both of the above, Seller shall not record the conversations of Broker, cooperating brokers, prospective buyers, or any other individuals who enter Property in conjunction with the listing or sale of Property without their prior, written consent.
- i) **Indemnification:** Seller specifically agrees to fully indemnify Broker and/or all other real estate licensees from any and all tort actions (such as, "slip and fall" accidents, theft or property damage caused by third parties), including any associated legal expenses to include attorney's fees, which relate to showing of Seller's property in the licensee's efforts to procure a purchaser for said listed property and which arise from other than negligence and/or recklessness relating to a licensee's words and/or conduct.
- j) **Valuables:** Seller shall secure all valuables, including, but not limited to, jewelry, medication, money, and firearms, prior to showings of Property.
- k) **Security:** Seller shall not send personal information, including but not limited to Social Security numbers and bank account numbers except via secured, verified email. Seller acknowledges that Broker has advised Seller not to wire funds, until Seller speaks directly with the person or company that appears to have sent the email to confirm that the instructions and account number are accurate.
- l) **Additional Seller's Duties:** (Please specify) _____

13. NON-RESIDENT WITHHOLDING REQUIREMENT: If Seller is a non-resident of the State of Rhode Island, and/or will not be a resident at the time of closing, 6% for an individual (a different rate applies for a corporation, limited liability company, trust or other entity) of net proceeds to Seller will be held in accordance with R.I.G.L.44-30-71.3 unless Seller obtains a Certificate of Withholding prior to closing. Contact the Rhode Island Division of Taxation for more information.

14. SELLER AUTHORIZATIONS:

- a) Yes No Seller authorizes Broker to generate and use promotional materials, photographs, and other images of "Property to market property.
- b) Yes No Seller authorizes Broker to install a lockbox on Property. (*If YES, a Lockbox Authorization Form should be completed.*)
- c) Yes No Seller authorizes Broker to disclose the existence of other offers on Property to prospective buyers and other real estate licensees.
- d) Yes No Multiple Listing Service Rules and Regulations require Broker to submit an exterior photograph of Property. Seller authorizes Broker to submit one or more exterior photographs of Property.
- e) Yes No Seller authorizes Broker to submit one or more interior photographs of Property, video tours, and other images to MLS.

15. FAIR HOUSING: Broker and Seller shall comply with federal and state housing laws, which prohibit discrimination based on protected class status, including, but not limited to race, national origin, and age.

16. INTELLECTUAL PROPERTY: Seller acknowledges that Broker retains all intellectual property rights to any materials, photographs and images that are generated by Broker and that Seller may not reuse them without written authorization from Broker or the creator of such materials, photographs and images.

17. INTERNET DISPLAY & PRINT ADVERTISING: (check all that apply) Seller authorizes Broker to do the following:

Seller Initials I understand and acknowledge that if I have selected "NO" to options a, b, or c, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

- a) Yes No Display Property on the Internet (websites, social media, or other form of electronic display);
- b) Yes No Display Property on other MLS Participants' websites via the Internet Data Exchange Program;
- c) Yes No Display Property on third party consumer-websites;
- d) Yes No Display Property Address on the Internet (websites, social media, or other form of electronic display);
- e) Yes No Display Property Address in Print Advertising;
- f) Yes No Allow automated value estimates of Property to be posted on other MLS Participants' websites via the Internet Data Exchange Program;
- g) Yes No Allow comments or reviews of Property to be posted on other MLS Participants' websites via the Internet Data Exchange Program.

18. THIRD-PARTY APPROVAL: Yes No Seller represents that the approval of a third party, such as a lien holder or court, is required to sell Property. (If YES, please specify)

Seller acknowledges that MLS Rules require Broker to disclose to prospective buyers during marketing that this transaction is subject to a short sale or other third-party approval.

19. ASSIGNMENT AND SURVIVORSHIP: This Agreement may be assigned by either party without the written consent of the other party, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the other party to this Agreement.

20. AUTHORITY: Seller certifies that Seller is the owner of Property or has the legal authority to execute this contract on behalf of all owners of record of Property. In the event the Property is being sold by more than one person, all Sellers have executed this listing agreement. The undersigned authorized representative certifies that such representative has the legal authority to bind Broker to this Agreement.

21. ADDENDUM/ADDENDA: The following addendum/addenda are made a part of this agreement: (Please specify)

22. ADDITIONAL PROVISIONS: (Please specify)

23. NOTICES: All notices are to be conveyed by mail, personal delivery, or electronic transmission. Notices shall be effective when postmarked, upon personal delivery, or upon electronic transmittal date. Notices shall be sent or delivered to the address(es) below. (Attach an Additional Parties Addendum to list additional Sellers' names and addresses as needed.)

Seller(s):

Name(s): _____

Authorized Representative (if different) _____

Mailing Address: _____

Email: _____

Broker(s):

Firm Name: J.E. Group Properties

Authorized Representative (if different): Justin Gallant

Mailing Address: 38 Red Oak Way

South Kingstown RI 02879

Email: justin@jegroup.properties

24. ENTIRE AGREEMENT: Seller and Broker agree that this Agreement contains the entire agreement between us, subject to no understandings, conditions, or representations other than those expressly stated. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

25. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and is intended to be used only for property located in the State of Rhode Island.

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY**

Seller	Printed Name	Date
Broker or Authorized Representative	<u>Justin Gallant</u> Printed Name	Date

(Sellers' Initials) _____ Seller acknowledges that Seller has received a copy of this Agreement.