

## EXCLUSIVE RIGHT TO SELL CONTRACT

☐ RESIDENTIAL ☐ VACANT LAND ☐ MULTI-FAMILY ☐ COMMERCIAL

**Commission/Fees are not set or regulated by the East Central Association of REALTORS®**

**This is a legally Binding Contract, if not understood, seek legal counsel.**

This agreement entered into this (DATE) \_\_\_\_\_, by and between  
\_\_\_\_\_ REALTOR® and \_\_\_\_\_

Seller(s) for property in the state of MICHIGAN and further identified herein, subject to all easements, right-of-way, reservations, restrictions and zoning laws applicable to the title thereof. For the consideration of the agreement of the REALTOR® to market said premises and to use the best efforts to find a purchaser, the undersigned gives to REALTOR® the sole and exclusive right and authority to offer for sale and to sell the real estate described hereon and the authorization to accept a deposit (of no less than \$ \_\_\_\_\_), for the price of \$ \_\_\_\_\_ cash or terms set forth below, or any other price and terms seller(s) subsequently consents to in writing.

<input type="checkbox"/> CASH	<input type="checkbox"/> SIMPLE ASSUMP.*	<input type="checkbox"/> FHA	<input type="checkbox"/> MSHDA	<input type="checkbox"/> 2 <sup>nd</sup> MTG.
<input type="checkbox"/> Conv. MTG.	<input type="checkbox"/> FORMAL ASSUMP.	<input type="checkbox"/> VA	<input type="checkbox"/> FmHA	<input type="checkbox"/> Land Contract*

Land Cont. Dwn Pmt. \$ \_\_\_\_\_ | Mo. Pymt. \$ \_\_\_\_\_ | Interest \_\_\_\_\_ % incl./Plus Taxes & Ins. | Yrs. To Pay Off \_\_\_\_\_

**\*Seller understands that consummation of a sale or transfer of property described in this agreement shall not relieve the seller of any liability that the seller may have under the mortgage(s) or land contract(s) to which the property is subject, unless otherwise agreed to by the lender or vender or required by law or regulation.**

\_\_\_\_\_ FHA/VA or Mortgage Points have been explained to Seller(s). Sellers(s) agree to pay maximum  
Initials \_\_\_\_\_ points of \_\_\_\_\_ %.

\_\_\_\_\_ Dispute Resolution System has been explained to Seller(s).  
Initials \_\_\_\_\_

All improvements and fixtures are included in the purchase price including, if now in or on the property, the following: all buildings; landscaping; light fixtures and their shades and bulbs; ceiling fans; drapery and curtain hardware; window coverings, shades and blinds; built-in kitchen appliances, including garbage disposal, drop-in ranges and range hood, wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on wood stoves and wood stoves connected by flue pipe; fireplace screens; inserts and grates; fireplace doors, if attached; liquid heating and cooking fuels in tank(s) at time of transfer of possession (tanks will not be empty unless now empty); liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; all support equipment for inground pools; screen sand storm windows and doors; awnings; basketball backboard and goal; mailbox; fences; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the property. Exceptions: \_\_\_\_\_

No personal property shall be included in this listing. In the event that personal property is to be transferred at the time of sale of the premises, separate documents will be used for the transfer of the personal property.

**TAXES:** Seller(s) agrees to pay all taxes, fees and assessments IN FULL that are a lien against the premises at the time of closing; unless otherwise agreed to in writing and further, the immediately previous December and July, if any, tax bills will be prorated as paid in advance based upon the current year of January 1<sup>st</sup> through December 31<sup>st</sup> and July 1<sup>st</sup> through June 30<sup>th</sup> respectively.

Seller(s) agree to pay said REALTOR® a commission of \$ \_\_\_\_\_ or  
\_\_\_\_\_ % of the listed or exchanged price or any other terms accepted by the Seller(s) if anyone

produces a purchaser ready, willing and able to purchase or exchange said property during the term of this listing; FURTHER, if within \_\_\_\_\_ months after the expiration of this listing anyone, other than another broker, sells, trades or exchanges this property to anyone who learned of the property because of the REALTOR'S® efforts during the listed term, the before stated commission will be paid by the Seller(s) to the REALTOR®. It is also agreed that in the event of a trade or exchange, REALTOR® is authorized to represent and receive compensation from both parties to the transaction. It is further agreed that in the event a transaction is not completed on account of default of the Purchaser, the amount of earnest money deposited herewith, but not in excess of commission due to REALTOR(S)®, shall be retained by said REALTOR(S)® in payment for services rendered herein and the Seller hereby authorizes REALTOR(S)® to declare said default in his name or otherwise.

REALTOR® is hereby authorized to:

- | YES   | NO    |   | YES   | NO    |   |
|-------|-------|---|-------|-------|---|
| _____ | _____ | 1. To place a For Sale sign on said property.   | _____ | _____ | 5. To attach a lock box to be used for purpose of storing key(s) that provide access to the property by authorized persons.   |
| _____ | _____ | 2. File with the East Central Association of REALTORS®, _____ Multiple Listing Service. | _____ | _____ | 6. Pay Sub Agent _____ percent of sales price or \$ _____ as compensation. Pay Buyer Broker _____ percent of sales price or \$ _____ as compensation. Pay Transaction Coordinator _____ percent of sales price or \$ _____ as compensation. |
| _____ | _____ | 3. To place on the ECAR Home Page/Internet and all other media.                         |       |       |   |
| _____ | _____ | 4. To access the property for the purpose of showing at reasonable hours.               |       |       |   |

Seller further grants the Real Estate Broker authorization to act as a DISCLOSED DUAL AGENT in the event Real Estate Broker or another licensee of the Real Estate Broker procures a buyer who has contracted with the Real Estate Broker as a Buyer's Agent.

If Seller terminates this Agreement prior to expiration date, the seller agrees to pay a early termination fee in the amount of \_\_\_\_\_.

**POSSESSION** to be given as indicated by "X" ☐ immediately following closing; ☐ \_\_\_\_\_ days after closing by 12:00 noon; subject to rights of tenants, if any. Seller agrees to pay Purchaser rent (which commences the day of closing), during the time of Sellers occupancy after closing as indicated by "X", ☐ \$ \_\_\_\_\_ per day: at an amount prorated per day equal to Purchaser's monthly payment including principal, interest, taxes and insurance. Seller further agrees and authorizes said REALTOR® to retain and deposit in REALTOR'S® or designee's Trust Account, monies agreed upon as rent during time of Seller's occupancy. Seller further authorizes REALTOR® or designee to disburse said rent as per agreement. Purchaser acknowledges responsibility of transferring all utilities the day possession is given. Further, Seller authorizes the escrowing of all reasonable amount of funds necessary for water and sewer usage to date of possession.

**OTHER PRORATIONS:** Interest, rents, water/sewer bills, condominium dues and association dues shall be prorated and adjusted as of the date of closing, if applicable. At the time of possession the Seller will have the property free and clear of trash and debris and will be in "Broom Clean" condition. Seller will maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal.

After acceptance of purchase agreement, Seller(s) agrees to furnish to purchaser a policy of title insurance equal to the sales price certified to a date subsequent to date of acceptance of offer.

**Additional Offers:** Upon seller's acceptance of terms of any offer to purchase, REALTOR®/Broker shall not be obligated to present any other offers received after the day of acceptance, unless otherwise provided in this contract.

It is agreed to by the Broker and Seller(s) or Lessor(s), parties to this listing agreement, that as required by law, discrimination because of race, religion, color, sex, marital status, age, familial status, handicap or national origin by said parties in respect to the sale or lease of the subject property is prohibited. Seller(s) acknowledges that the data represented to REALTOR® and appearing on this contract, describing the subject property as being complete and accurate to the best of our ability. Seller(s) acknowledge that they are required to reveal in writing any material



defects of this property which could not be reasonably known by a potential purchaser and the omission of which tends or would tend to mislead or deceive a potential buyer. This listing shall expire at midnight on (DATE) \_\_\_\_\_

The heirs, agents of assigns, or both REALTOR® and Seller(s) are bound by the terms hereof.

Property located in the ☐ Village, ☐ Township, ☐ City of \_\_\_\_\_  
County of \_\_\_\_\_, Michigan.

No. and Street \_\_\_\_\_ Post Office \_\_\_\_\_ Zip \_\_\_\_\_

Private Road ☐ Yes ☐ No Legal Desc. \_\_\_\_\_

\_\_\_\_\_

**All Owner's Signatures Required**

The undersigned acknowledge that they have exclusive right to sell above described property. Receipt of an executed copy of this listing contract is hereby acknowledged.

Listing  
Broker \_\_\_\_\_

Agent  
Signature \_\_\_\_\_

Office  
Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Owner's  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Owner's  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Owner's  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_