



EXCLUSIVE RIGHT TO SELL CONTRACT

Real Estate One, Inc. Gino Tozzi

Seller Name: _____

Address of Firm: 44250 Garfield Rd Suite 200

Seller Name: _____

Clinton Twp, MI 48038

Seller Address: _____

Office Phone: (586) 783-7888

Seller Primary Phone: _____

Office Fax: (586) 783-7440

Seller Email: _____

1. **TERM OF CONTRACT:** This Exclusive Right to Sell Contract ("Contract") is entered into on _____ by and between Real Estate One, Inc. ("**Broker**") and _____ Seller ("**Seller**"). In consideration of the agreement of Broker to market the property and to use its best efforts to find a Buyer, the Seller grants to Broker the exclusive right to sell the Property from _____ to 11:59 P.M. on _____.

2. **PROPERTY DESCRIPTION:** This Residential Condominium Multi-Family Vacant Land Other: _____ property is located in the City Township Village of _____, County of _____, Michigan and commonly known as (street address) _____ (zip code) _____.
The legal description is:

This property is being sold together with all improvements and appurtenances, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware, attached floor coverings, attached fireplace doors, screens, gas logs, garage door openers and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm systems, central vacuum and attachments, pool equipment, owned water softener, water pumps, pressure tanks, fuel in tanks, television mounts, bathroom mirrors, electronic doorbells, permanently attached generators, wired smart home devices, remotes for any built-in devices or equipment, electric fencing and accessories, and gas, oil and mineral rights owned by Seller, and

Seller excludes the following items from the Property:

3. **TITLE:** Seller represents and warrants that:
a. Seller is the exclusive holder of the interest to be conveyed pursuant to the terms of this Contract or that Seller is the duly authorized agent of the holder of such interest and is specifically empowered to enter into this Contract and to convey such interest; and
b. Title to the Property is good and marketable and Seller will execute and deliver a warranty deed, land contract, or other such instruments of assignment or conveyance as shall be required by Seller's agreement with a Buyer. Such deed shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record and any special assessments. Seller acknowledges receipt of Affiliated Business Arrangement Disclosure(s) prior to the referral to affiliated businesses. Seller shall furnish such owner's title insurance policy without standard exceptions certified to the date of closing as is required by an agreement to sell the Property through the following title company: _____.

(Initials) Seller _____ / _____

4. **PRICE/TERMS:** Seller agrees to sell the Property for the sum of \$ _____ to be paid on such terms and conditions as Seller may agree to in writing.

5. **BROKER COMPENSATION:**

SELLER AND BROKER ACKNOWLEDGE BROKER COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.

- a. **SALE DEFINED.** The Parties agree that the word "sale" shall also include an option or exchange. Broker Compensation is due and payable by Seller to Broker upon the consummation of the sale of the Property to a Buyer obtained by anyone, including Seller, during the term of this Contract. Broker Commission is also due and payable if:
 - i. during the term of this Contract, Seller refuses to sell to a ready, willing and able buyer who offers to purchase the Property for Seller's full price and terms;
 - ii. Seller sells or agrees to sell the Property, directly or indirectly, within a period of one hundred eighty days from the termination of this Contract to a Buyer who was shown or learned of the Property during the term of this Contract unless the Property is sold through another licensed real estate broker which is paid a commission during this protection period; or
 - iii. the Property is sold to a tenant, directly or indirectly, during or following the term of a lease agreement between Seller and tenant executed during the term of this Contract; or
 - iv. Seller refuses or is unable to consummate the sale of the Property pursuant to the terms of a fully-executed purchase agreement.

- b. **LISTING BROKER COMPENSATION:** For its marketing, negotiation and consultation services, Seller agrees to pay Broker a commission of _____ % of the gross sale price of the Property with a minimum \$ _____ plus \$395.00.

- c. **SELLING BROKER COMPENSATION:** The Seller hereby directs the Listing Broker to offer compensation to the Selling Broker in the amount of _____ % of the final sale price or \$ _____. Unless completed, the Seller is not offering compensation to the Selling Broker, under this agreement.

- d. **UNREPRESENTED BUYER COMPENSATION:** If the Buyer is NOT represented by a duly licensed real estate brokerage, the Seller agrees to pay Listing Broker an additional commission of _____ % of the gross sale price or \$ _____ as compensation for facilitating the transaction with an unrepresented Buyer.

- e. **FORFEITURE.** Seller agrees that if a transaction is not consummated because of the Buyer's failure to perform and an earnest money deposit is forfeited, _____ % of the forfeited amount, up to the amount of compensation due to Broker from Seller upon consummation of the transaction, shall be paid to Broker for services rendered in connection with the transaction.

6. **DESIGNATED AGENCY:** Broker and Seller hereby designate Gino Tozzi as the Seller's Designated Agent(s) and Don Symons as Supervisory Broker(s). If a potential Buyer is represented by another Designated Agent within Real Estate One, Inc. or any of the other Real Estate One Family of Companies. The Designated Agent(s) named above will continue to represent you. Dan Elsea, President, Brokerage Services, and all named Supervisory Broker(s) shall be deemed disclosed consensual dual agents for that real estate transaction pursuant to MCL 339.2517(7). Seller acknowledges that representation of a potential Buyer by another Designated Agent within Real Estate One, Inc. or any of the Real Estate One Family of Companies does not create any other dual agency relationship.

7. **MLS/COOPERATION:** The Seller acknowledges that the assistance of one or more Multiple Listing Service(s)(MLS), has been fully explained and Broker is authorized to multiple list the Property in the appropriate MLS(s). The Seller authorizes Broker to distribute information about the Property in the MLS(s) and internet web sites that are appropriate for the most effective exposure of the Property to potential Buyers. Seller holds MLS(s), web sites and Broker harmless from any liability for errors and omissions in the listing information so disseminated and from claims arising from or pertaining to the dissemination of information about the Property.

(Initials) Seller _____ / _____

8. **SHOWING/MARKETING:** The Broker is hereby authorized to photograph the Property and publish such photographs, retain a key, and cause a sign to be erected on the Property, where not prohibited, and to remove all other "for sale" signs. Broker shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours to prospective Buyers. Seller acknowledges that the use of certain advertising will result in the contents of the Property being made known to third parties and consent to such marketing. Upon Seller's written acceptance of an offer to purchase the Property, Broker shall discontinue its efforts to market the property Seller acknowledges that the Broker has limited control over third-party marketing of the Property.
9. **CONCESSIONS:** Broker has informed the Seller of the option to advertise the availability of seller concessions during the marketing of the property. Seller agrees and acknowledges that the display of concessions is to incentivize prospective Buyers to purchase the property and is not binding unless agreed upon in a fully executed offer to purchase.
- Seller authorizes Listing Broker to advertise an available concession of up to _____% of the gross sales price or \$ _____ to be applied toward the Buyer's closing costs including, but not limited to, settlement fees, loan costs, Selling Broker commission, or other fees incurred by the Buyer and which are allowed by the Buyer's lender.
- Seller does not authorize Listing Broker to advertise any available concession amounts.
10. **HOME WARRANTY:** Seller declines or agrees to provide buyer a Home Warranty Plan at the time of closing not to exceed \$ _____. Limited seller coverage may be available subject to the plan selected.
11. **HOME SURVEILLANCE:** Seller understands that use of audio surveillance devices during showings, open houses or inspections of the Property may result in a violation of state and/or federal criminal wiretapping statutes.
12. **LOCK BOX:** Broker is is not authorized to attach a lock box to the Property to be used for the purposes of storing key(s) that provide access to the Property by authorized persons.
13. **INQUIRIES:** Seller shall refer to Broker all inquiries concerning the property during the period of this Contract.
14. **DISCRIMINATION PROHIBITED:** Broker and Seller acknowledge and agree that discrimination by any party because of religion, race, color, national origin, age, sex, sexual orientation, gender identity, disability, familial status, or marital status, is prohibited. Local ordinance may provide additional protections.
15. **CITIZENSHIP:** Seller is is not a United States citizen. If Seller is not a citizen, compliance with the withholding provisions imposed by Section 1445 of the Internal Revenue Code of 1986, as amended may apply.
16. **SELLER COMPLIANCE:** Seller shall comply with all applicable federal, state and local laws, rules and regulations and shall make timely, accurate and complete disclosure to Broker and any prospective buyer of all material information about the Property.
17. **REGULATORY NOTICE:** Seller acknowledges notice that Broker and its licensees may accept a fee or other consideration for the placement of an abstract, mortgage, loan, life, fire, theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consents thereto as required by Board of Real Estate Brokers and Salespersons Rule 339.22321, 1997 AACRS R 339.22321.
18. **ADVICE OF COUNSEL:** Seller acknowledges Broker's recommendation that Seller retain an attorney to advise Seller regarding this Contract and the sale of the Property.
19. **RELEASE:** Seller acknowledges and agrees that the sale of the Property encompasses many professional disciplines and, while Broker possesses considerable general knowledge, Broker and its licensees are not experts in the areas of law, tax, financing, insurance, surveying, structural conditions, hazardous materials, infestations, fungi, engineering, appraisal and other pertinent topics. Seller acknowledges that Broker has advised Seller to seek professional advice from experts in these and other areas of professional expertise at Seller's expense and Seller relieves Broker and its licensees from any liability in such areas. In the event Broker or its licensees provides Seller with names or sources for such advice and assistance, Seller acknowledges and agrees that Broker and its licensees do not warrant or guarantee the services or products.

(Initials) Seller _____ / _____

- 20. DEFENSE AND INDEMNIFICATION:** Seller shall defend, indemnify and hold Broker and its licensees harmless from all claims, disputes, litigation, injury, judgments and/or costs (including reasonable attorney's fees) arising from claims related to the Property, including any misrepresentation made by Seller, material facts concerning the Property or any other incorrect information supplied by the Seller, except for liability for damages resulting from the sole or gross negligence of and intentional misconduct by Broker and its licensees.
- 21. ADDITIONAL OFFERS:** Upon Seller's written acceptance of an offer to purchase the Property, Broker shall discontinue its efforts to market the property and shall not present to Seller any offers received after the time of Seller's acceptance unless otherwise agreed in writing.
- 22. COSTS OF COLLECTION:** Seller agrees to pay or reimburse Broker for all costs and expenses incurred in enforcing the terms of this Contract, including actual attorneys' fees, together with all other expenses incurred by Broker due to Seller's default. Broker may, in its sole and absolute discretion, record a lien against the Property to secure its right to receive the compensation set forth herein.
- 23. ENTIRE AGREEMENT:** Seller and Broker agree that there are no agreements, representations, statements or understandings which have been relied upon by the parties which are not stated in this Contract. All prior written and oral negotiations, representations, agreements, and warranties related to or pertaining to this Contract and the subject matter of this Contract are superseded by and merged into this Contract. Seller and Broker agree that this Contract may not be altered, amended, modified or otherwise changed, except by a duly executed written agreement between the parties.
- 24. AUTHORIZED SIGNATORIES AND EFFECTIVE DATE:** The effective date of this Contract shall be the date on which the Contract is signed by Seller, who represents that all parties in title are signatories on this agreement. This Contract shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties.
- 25. CANCELLATION:** This contract can only be cancelled or revoked by mutual consent of both Broker and Seller in writing.
- 26. ADDITIONAL TERMS:**
- 27. ACKNOWLEDGEMENT:** Seller acknowledges that he has read and received a copy of this Contract.

Seller

Real Estate One, Inc.

Dated: _____

By _____
Its Licensee
Gino Tozzi

Seller

Dated: _____

Dated: _____