

EXCLUSIVE RIGHTS TO SELL CONTRACT

REALTOR/BROKER FIRM: Remerica Integrity II Realty
Address of Firm: 41000 7-Mile Rd Ste 105
Northville, Mi 48167
Phone#: 248 912-9990

SELLER'S NAME: _____
Seller's Home Address: _____
Phone#: Res _____ Cell _____

1. **CONSIDERATION AND TERM OF CONTRACT:** This Agreement is entered into this _____ day of _____, Year _____, by and between the above mentioned **REALTOR/BROKER** ("THE REALTOR/BROKER") and the above mentioned **SELLER(S)** (the **SELLER**) in consideration of the agreement of the **REALTOR/BROKER** to market the Property hereinafter described and to use the best efforts to find a buyer, the **SELLER** grants to the **REALTOR/BROKER** the exclusive right to sell the Property from _____ to 11:59P.M. on _____.

2. **PROPERTY DESCRIPTION:** Residential Condominium Multi-Family Commercial/Industrial Vacant Other: _____
Property is located in the Village Township City of _____, County of _____, Michigan, commonly known as (street address) _____ (Zip Code) _____ Legal Description: _____

(the "Property"). This Property is being sold together with all improvements and appurtenance, 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 opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and controls, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by **SELLER**, and _____

SELLER excludes the following items: _____

3. **PRICE/TERMS; SELLER** agrees to sell the property for the sum of \$ _____ to be paid in cash or upon terms as specified in the **PROFILE SECTION** of this contract or upon such terms and conditions as the **SELLER** may hereafter accept. **SELLER** to deliver possession not later than _____ days after closing of the sale, subject to the rights of tenants. Should **SELLER** not deliver possession of the Property at the closing, **SELLER** shall be required to pay a daily rate of \$ _____ or such other terms and conditions as the **SELLER** may hereafter accept.

4. **COMMISSION; SELLER** agrees to pay the **REALTOR/BROKER** a commission of _____ or _____ % of the sale price upon the consummation of the sale. Seller agrees to pay Remerica Integrity II Realty a \$195 Real Estate Compliance Fee at closing for retaining all records pertaining to the sale of the property for a period of seven (7) years as is required by state law. The commission will be due and payable if a buyer is obtained for the Property by anyone, including the **SELLER**, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the **SELLER**. **FURTHER**, said commission will be paid if:

- a) the **SELLER** refuses to sell when a ready, willing and able buyer is produced at price and terms.
- b) the **SELLER** refuses or is unable to complete a sale pursuant to the terms of a duly executed Offer To Purchase, Purchase Agreement, Contract of Sale, or such other equivalent agreement signed by **SELLER**.
- c) the **SELLER**, or anyone, sells (or enters into a contract to sell or receives a deposit) within _____ days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the **REALTOR/BROKER'S** efforts, during the terms of this contract **PROVIDED, HOWEVER**, the **SELLER** will not be obligated to pay such commission if the Property is sold through another licensed real estate broker who is paid a commission or fee during this protection period).

It is agreed that the word "sale" shall include a trade or exchange and that a commission will be due at the agreed upon amount of percentage of the exchange or trade value, as the case may be, and that in the event of a trade or exchange, the **REALTOR/BROKER** is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

5. **DEFAULT:** If a sale is not consummated because of the **SELLER'S** refusal to perform, then the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the buyer's failure to perform and the deposit made is forfeited, **SELLER** agrees that _____ % of the deposit (but not in excess of the amount of the full commission) shall be retained by the **REALTOR/BROKER** in full payment for service rendered in this transaction.

6. **OPTION:** The **SELLER** agrees that the commission will be due and payable to the **REALTOR/BROKER** if the **SELLER** enters into an option to purchase during the term of this contract or the protection period as provided upon the consummation of the sale/purchase pursuant to the option. If option is exercised and consummated, the afore agreed upon commission will be paid to the **REALTOR/BROKER** on the option amount.

7. **CONSIDERATION NEGOTIATION:** The **SELLER** and the **REALTOR/BROKER** acknowledge that they negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the **SELLER** in consideration for service to be performed by the **REALTOR/BROKER** and the services to be performed by the **REALTOR/BROKER** in consideration for the full commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract.

8. **MULTI-LIST/COOPERATION:** the **SELLER** acknowledges that the services of the Multiple Listing Service(s), and the offering of cooperation and compensation to other Participants has been fully explained and the **REALTOR/BROKER** is authorized to multiple list the Property.

The **SELLER** authorizes the **REALTOR/BROKER** to provide to the Multiple Listing Service(s) such information as they may require including but not limited to timely notice of status changes in this contract and sales information including selling price and terms upon the acceptance of an Offer To Purchase or any time after closing. The Multiple Listing Service(s) is authorized to disseminate the information so provide to its Participants according to its rules and regulations. The **SELLER** and **REALTOR/BROKER** release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated. The **SELLER** authorizes the **REALTOR/BROKER** to offer cooperation as provided by the Multiple Listing Service(s) either through the Multiple Listing Service(s) or otherwise and to offer such compensation at any time and further, it is understood that compensation paid to a cooperating **BROKER** will be paid from the commission due the **REALTOR/BROKER** hereunder unless otherwise agreed upon in writing.

9. **AGENCY:** **SELLER** acknowledges that the **REALTOR/BROKER** has explained to **SELLER** the **REALTOR/BROKER** policy on agency, disclosed to **SELLER** the different types of real estate agency relationships, and that **REALTOR/BROKER** will be acting as the agent for the **SELLER**.

SELLER further grants the **REALTOR/BROKER** the authorization to act as a disclosed dual agent in the event any licensee of the **REALTOR/BROKER** procures a buyer who has contracted with the **REALTOR/BROKER** as buyer's agent.

SELLER authorizes **REALTOR/BROKER** to show potential buyers properties other than the **SELLER'S** Property and provide buyers with information on selling prices in the area.

10. **TITLE:** **SELLER** represents the title Property to be good and marketable title and **SELLER** will execute and deliver a Warranty Deed, Land Contract, or other instrument of assignment or conveyance as shall be required. By agreement on subsequent Purchase Agreement, **SELLER** will furnish an owner's title insurance policy with standard exceptions. Any deed required 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 (e.g. special assessments): _____

11. **SHOWINGS/SIGNS:** **REALTOR/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 and to remove all other "for sale" signs. **REALTOR/BROKER** shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours.

MULTI-LIST/ADVERTISING: The **SELLER** acknowledges that the services of the **MULTIPLE LISTING SERVICE(S)**, and the offering of cooperation and compensation to other Participants has been fully explained and the **REALTOR/BROKER** is authorized to multiple list the Property, to place Property information on the Internet and to otherwise advertise the Property for sale.

SELLER shall indemnify and hold harmless **BROKER** and **BROKER'S** agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of **SELLER'S** home pursuant to this listing.

12. **LOCKBOX:** The **REALTOR/BROKER** is is not authorized to attach a lock box to be used for the purposes of storing key(s) the provide access to the Property by authorized persons. **SELLER** acknowledges that the lock box is not a security system and agrees to release and hold harmless **REALTOR/BROKER** and any agents or subagents of **REALTOR/BROKER** from any liability whatsoever arising from the use of the lock box to provide access to the Property.

13. **MARKET:** Upon **SELLER'S** written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, the **REALTOR/BROKER** shall not continue to market the Property nor present any other offers received after the time of acceptance.

14. **REFERRAL:** **SELLER** agrees to refer to the **REALTOR/BROKER** all inquiries concerning the Property during the period of this contract.

15. **CITIZENSHIP:** **SELLER** is a United States citizen. yes no

16. **HEIRS:** The covenants herein shall bind the heirs, personal representatives, administrators, executors assigns and successors of the respective parties.

17. **NON-DISCRIMINATION:** it is agreed by the **REALTOR/BROKER** and the **SELLER** "(the parties to this contract)" that as required by law, discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, or physical or mental disability, or familial status, by said parties in respect to the sale of the subject Property is **PROHIBITED**.

18. **INFORMATION:** **SELLER** agrees to provide **REALTOR/BROKER** or buyer with all information required by any law.

19. **MARKETABLE TITLE:** The **SELLER(S)** represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

20. **BINDING CONTRACT:** This contract shall be binding upon execution by **SELLER(S)** or **SELLER(S)** agents and **REALTOR/BROKER** or the agent of the **REALTOR/BROKER**.

21. **OTHER:** _____

22. **ACKNOWLEDGEMENT:** The **SELLER** has read, acknowledges, and accepts the terms of this contract and has received a completed copy of this contract.

(REALTOR) Date
41000 7-Mile Ste 105 Northville, Mi 48167

For Remerica Integrity II Realty
(REALTOR/BROKER FIRM)

(SELLER) Date

(Name and Address)
Social Security # _____

(SELLER) Date

(Name and Address)
Social Security # _____