



EXCLUSIVE RIGHT TO MARKET AGREEMENT Non-Designated Agency Firm

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING

Owner: _____ Owner: _____

Owner: _____ Owner: _____

Property Address: _____ Price \$ _____
Street City State/Zip

1. **Type of Property.** ☐ Residential ☐ Land Only ☐ Multi-Family (duplex, triplex, etc.) ☐ Commercial ☐ Condominium/Townhouse
☐ Time Share/Fractional ☐ Homestead ☐ Non-Homestead ☐ Other (describe) _____

2. **Property Description.**

- A. Owner's deed is recorded in Volume _____ at Page _____ of the _____ Land Records;
B. Parcel ID # _____;
C. SPAN# _____;
D. Approximate lot size: _____ Acres, or _____ Square Feet
Source: ☐ Survey ☐ Owner's Deed ☐ Tax Bill ☐ Lister's Card ☐ Other Source _____;
E. Other Description: _____.

3. **Grant of Exclusive Right to Market to Listing Agency.** Owner hereby agrees that _____, as Listing Agency, is hereby given for the period set forth herein, the sole and exclusive right, power and authority to act as Owner's real estate agent for the listing, marketing, sale or exchange of the Property described in this Agreement (the "Property"). This Agreement prohibits the listing and marketing of the Property with any other broker or salesperson or the offering of the Property for sale at auction during the period set forth herein. Owner agrees to direct all inquiries concerning this Property from whatever source to Listing Agency during the period of this Agreement which shall include inquiries from the general public and all other real estate agents. Any failure to do so shall constitute a substantial breach of this Agreement. Owner agrees to fully cooperate with Listing Agency in the marketing of the Property.

4. **Compensation to Listing Agency.** Owner acknowledges that the compensation to be paid under this Agreement is solely and entirely a matter of negotiation between Owner and Listing Agency and is not in any way controlled, fixed or pre-established. Owner agrees to pay Listing Agency a commission for its services in the following manner:

- A. _____ % of the amount of the sale price;
B. A fee determined as follows: _____
C. Compensation Addendum Attached: ☐ Yes ☐ No

5. **Listing Agency as a Non-Designated Agency Firm.** Listing Agency provides real estate brokerage services exclusively as a Non-Designated Agency Firm. As such, Listing Agency and all brokers and salespersons in the Firm represent all of the Firm's clients as a Non-Designated Agency Firm. Listing Agency and all of its brokers and salespersons owe Owner the duties of a fiduciary. Listing Agency provides brokerage services to both sellers and buyers and enters into agreements with buyers to provide brokerage services as a buyer's agency. Owner acknowledges and consents to such representation. However, Listing Agency shall not act as the real estate agency for both Owner and any buyer of the Property with whom Listing Agency has a buyer agency agreement. In the event a buyer with whom Listing Agency has a buyer agency agreement develops an active and substantial interest in Owner's Property, the differing interests of Owner and the prospective buyer concerning the same property creates a conflict of interest for Listing Agency. If this occurs, Listing Agency is required to terminate either this Agreement or its buyer agency agreement with that buyer.

6. **Additional Provisions regarding Compensation.** Owner agrees to pay Listing Agency the above commission if, during the term of this Agreement, the Property is sold or exchanged or Owner enters into an agreement for the sale or exchange of the Property and all closing contingencies under such agreement or any amendment or modification thereof are satisfied. The commission shall also be due whether the closing of such agreement or any amendment or modification thereof occurs during the term of this Agreement or thereafter. Owner also agrees to pay Listing Agency the commission set forth in this Agreement if the Property is subject to a right of first refusal or option to purchase, and is sold to the holder of the right of first refusal or option to purchase as a result of Listing Agency presenting Owner with an offer to purchase the Property or as a result of any other marketing efforts by Listing Agency. In addition, if, prior to the Expiration Date of this Agreement, Listing Agency presents an offer at or above the price stated herein or at any other

Owner's Initials

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