

## THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

## PROPERTY ADDRESS:

SELLER(s):\_\_\_\_

BUYER(s):\_\_\_\_

SELLER understands that this Contract is only a compensation agreement for selling SELLER's Property to the aforementioned prospective BUYER(s) and SELLER is not listing SELLER's Property with BROKER. SELLER understands that SELLER can sell SELLER's Property to other buyers even though this Contract has not expired.

SELLER understands that BROKER is not representing SELLER as a SELLER's Agent and is representing the BUYER as a buyer's agent. SELLER has been provided with a NYS Agency Disclosure Form identifying the BROKER as a Buyer's Agent.

If BROKER sells the Property, BROKER may notify the Multiple Listing Service ("MLS") of the price and terms of the sale and property information. SELLER understands this Contract DOES NOT give BROKER authority to list the property on the MLS.

This agreement does not authorize BROKER to show the property to any other prospective buyers, nor obligate SELLER to pay a commission to BROKER, except in connection with a sale of the property to this BUYER.

\_\_\_\_\_PLEASE INITIAL: COMPENSATION: SELLER understands that compensation is not set by law or any Realtor® association or MLS and that compensation is fully negotiable between the SELLER and the BROKER.

The undersigned SELLER agree(s) to pay to the undersigned BROKER, a commission in an amount equal to \_\_\_\_\_% of the sales price or \$ \_\_\_\_\_ for the sale of the above described property shown to the BUYER(s), if a contract is ratified between the parties within \_\_\_\_\_ days of showing. Such commission shall be paid at settlement.

Other terms:

IF DURING THE TERM OF THIS AGREEMENT THE SELLER WILL BE ENTERING INTO A LISTING CONTRACT WITH ANOTHER BROKER, SELLER SHOULD NOTIFY THE OTHER BROKER OF THIS AGREEMENT AND REQUEST THAT THE AFOREMENTIONED BUYER(S) BE EXCLUDED. SELLER UNDERSTANDS THAT IF SELLER FAILS TO EXCLUDE THE AFOREMENTIONED BUYER(S) AND ENTERS INTO A LISTING CONTRACT AGREEMENT WITH ANOTHER LICENSED REAL ESTATE BROKER DURING THE TERM OF THIS CONTRACT AND SELLS THE PROPERTY TO THE ABOVE-NAMED PROSPECTIVE BUYER(S), SELLER MAY BE OBLIGATED TO PAY COMPENSATION TO BOTH BROKERS.

SELLER	Date:
SELLER	Date:
BROKER	_Date:

The "EFFECTIVE DATE" of this Agreement shall be latest date entered above alongside the parties' signatures.