



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. Property Description.

- A. Residential Land Only Multi-Family (duplex, triplex, etc.)
Commercial Condominium/Townhouse Time Share/Fractional
Other (describe)
B. Homestead Non-Homestead
C. Owner's deed is recorded in Volume ___ at Page(s) ___ of the ___ Land Records;
D. Parcel ID#: _____
E. SPAN #: _____
F. Approximate lot size: _____ Acres, or _____ Square Feet
Source: Survey Owner's Deed Tax Bill Lister's Card Other Source _____
G. Other Description: _____

2. Grant of Exclusive Right to Market to Listing Agency. Owner hereby agrees that, for the period set forth herein, Maple Sweet Real Estate (Listing Agency),

is given the sole and exclusive right, power and authority to act as Owner's real estate agency 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 real estate agency or agents or the offering of the Property for sale at auction during the period set forth herein. Owner agrees to direct all inquiries concerning the Property to Listing Agency during the period of this Agreement which shall include inquiries from the general public and 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.

3. Listing Agency as a Non-Designated Agency Firm. Listing Agency provides real estate brokerage services as a Non-Designated Agency Firm. Listing Agency and its real estate agents represent all of the Listing Agency's clients. Listing Agency and all of its real estate agents owe Owner the duties of a fiduciary.

4. Listing Agency's Authority. Owner authorizes Listing Agency to list the Property for sale or exchange, to advertise, show and market the Property as Listing Agency deems appropriate, to negotiate for offers on the Property and to present all offers, whether oral or written, to Owner up to and including the Expiration Date of this Agreement. The decision to accept any buyer's offer is Owner's exclusive decision. Listing Agency has no independent authority to accept or agree to any offers on Owner's behalf.

Owner's Initials [] [] [] []

5. **Assistance of Other Brokers.** Listing Agency is authorized to offer, accept, and enter into agency cooperation agreements with other real estate agents to assist with Listing Agency's marketing efforts to procure potential buyers. Listing Agency's participation in a Multiple Listing Service (MLS) is a form of this cooperation.

There are two types of cooperating agents.

- A. Buyer's Agents represent their buyer clients.
- B. Broker's Agents represent the Listing Agency with unrepresented buyer customers.

Owner shall have no responsibility for the actions or inactions of such Buyer's Agents or Broker's Agents.

Listing Agency does does not cooperate with Buyer's Agents.
Listing Agency does does not cooperate with Broker's Agents.

6. **Compensation.** Brokerage commissions and compensation (the fee) are not set by law and are fully negotiable. Owner acknowledges that any fees to be paid under this Agreement are solely and entirely a matter of negotiation between Owner and Listing Agency and are not in any way controlled, fixed or pre-established. Owner agrees to pay Listing Agency a fee for its services in the following manner:

- _____% of the amount of the purchase price, or a fee of \$_____;
- A fee determined as follows: _____

Owner acknowledges that offering compensation to a cooperating agent is not required.

- Owner authorizes offers of compensation to a cooperating agent (complete section A **or** B).
- Owner does not authorize offers of compensation to a cooperating agent (**skip** sections A and B).

- A. Owner authorizes Listing Agency to share a portion of the above fee with cooperating agents/agencies, to be paid at closing:
 - i. To Buyer's Agency: a fee equal to _____% of the purchase price, or \$_____
 - ii. To Broker's Agency: a fee equal to _____% of the purchase price, or \$_____

- B. Owner does not authorize Listing Agency to share their fee. However, Owner agrees to pay the following additional fees at closing. These fees are in addition to the fee paid to the Listing Agency at closing.
 - i. To Buyer's Agency: a fee equal to _____% of the purchase price, or \$_____
 - ii. To Broker's Agency: a fee equal to _____% of the purchase price, or \$_____

Compensation addendum attached: Yes No

Whether or not Owner has authorized compensation to a Buyer's Agency or Broker's Agency, Owner acknowledges that an offer may contain a request for compensation.

Owner's Initials

In the event compensation referenced above is based on a percentage of purchase price, it shall be calculated on the gross net purchase price. Net purchase price is defined as the total purchase price minus any concessions.

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 price established during the term of this Agreement (or any extension thereof), with no closing contingencies and a closing within a reasonable period of time from the date of the offer, **Owner** will pay the fee set forth herein whether or not **Owner** accepts that offer.

7. Compensation: Expiration and Termination.

A. Owner agrees to pay **Listing Agency** the fee if, during the term of this Agreement, the Property is sold or exchanged or if **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 fee 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 fee 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**.

If this Agreement expires prior to the closing of any agreement for the sale or exchange of the Property entered into by **Owner** during the term of this Agreement, **Listing Agency** shall be entitled to the fee set forth above whether or not this Agreement is renewed or extended beyond the Expiration Date. In addition, **Owner** authorizes **Listing Agency** to provide services with respect to any agreement for sale or exchange of the Property entered into during the term of this Agreement up to the closing of such agreement, whether or not this Agreement is renewed or extended beyond the Expiration Date. This authorization extends only to activities of **Listing Agency** concerning a sale or exchange agreement for the Property made during the term of this Agreement and does not authorize or obligate **Listing Agency** to provide services concerning any other offer or agreement concerning the Property after the Expiration Date.

B. Owner agrees to pay the full fee if this Agreement has expired or is terminated and **Owner** closes or enters into a sale, lease, or exchange agreement for the Property and **Listing Agency** is the procuring cause thereof within 365 day(s) after the Expiration Date or earlier termination of this Agreement. **Listing Agency** shall provide **Owner** with written notice of all persons on account of whom it may be entitled to a fee under this paragraph within ten (10) calendar days after the Expiration Date or earlier termination of this Agreement. **Listing Agency** will be regarded as the procuring cause, and procuring cause is established if the **Listing Agency's** efforts are the foundation upon which the negotiations had begun. **Owner** is not obligated to pay the fee if **Owner** has entered into a subsequent bona fide Exclusive Right to Market Agreement with similar terms and conditions, including duration and compensation, to this Agreement.

Owner's Initials

8. **Conflict of Interest.** The State of Vermont prohibits dual agency where a real estate licensee represents the buyer and seller in the same transaction. **Listing Agency** provides brokerage services to both sellers and buyers and enters into agreements with buyers to provide brokerage services. **Owner** acknowledges and consents to such representation. **Owner** understands, consents, and agrees that **Listing Agency** may enter into representation agreements with buyers for the purchase of similar properties, and may also represent other sellers who are selling similar properties. In the event a buyer with whom **Listing Agency** has a buyer agency agreement develops an interest that results in a buyer wanting to submit an offer on **Owner's** Property, **Listing Agency** is required to terminate either this Agreement, or its buyer agency agreement with that buyer.
9. **Owner Disclosures.** The following disclosures shall be made by **Owner** and provided by **Listing Agency** to buyers.
- A. **Lead-Based Paint Disclosure.** If the Property includes a residential dwelling built before 1978, **Owner** must disclose **Owner's** actual knowledge of lead-based paint or lead-based paint hazards and must provide Buyer with any records, test results or other information in **Owner's** possession. The Property does does not include a residential dwelling built before 1978 and, therefore, is is not subject to Federal Lead-Based Paint Regulations.
 - B. **Mandatory Flood Disclosure.** 27 V.S.A. § 380 requires an **Owner** of real property in Vermont to disclose actual knowledge of the flood risks and status of their property to the Buyer.
 - C. **Seller's Property Information Report.** Seller's Property Information Report will will not be provided to **Listing Agency** by **Owner**.

Smoke and Carbon Monoxide Detectors. Properties are required to have smoke detectors and carbon monoxide detectors installed per State law. A signed disclosure, stating such devices are installed and working, shall be signed by **Owner** at closing.

10. **Accuracy of Information Concerning the Property.** **Owner** represents to **Listing Agency** that, to the best of **Owner's** knowledge, all information provided is complete, correct, accurate, not misleading and does not leave out any material information about the Property. **Owner** agrees to indemnify and hold **Listing Agency**, any Broker's Agency, Buyer's Agency, and any MLS to which a listing of the Property is submitted, harmless from any and all loss, damage, claim or liability, including attorney's fees, arising out of any inaccurate, misleading or undisclosed information or facts about the Property whether made by **Owner** in this Agreement or made by **Owner** during the course of **Listing Agency's** marketing efforts. The provisions of this section shall apply to and include information in any Seller's Property Information Report.

Owner further warrants and represents that this Agreement contains the signatures of all **Owners** of the Property or their legally authorized agents and that the person(s) signing this Agreement as **Owner** constitute **all** of the persons required to enter into a Purchase and Sale Contract for the Property and to convey all interests in the Property.

Owner's Initials

11. Marketing Options.

- a. **Owner** does does not grant **Listing Agency** permission to submit this listing to a Multiple Listing Service (MLS). **Listing Agency** shall market the Property in accordance with the procedures, rules and regulations of the MLS. Offers of compensation are prohibited in the MLS and no reference to compensation is permitted. In the event **Owner** does not grant permission to **Listing Agency** to submit the listing to the MLS, **Owner** understands that the Clear Cooperation Policy prohibits any and all public marketing including, but not limited to print and electronic advertising, signage, flyers, window displays, email blasts, websites, and real estate apps accessible to the public.
- b. **Owner** does does not authorize submission of **Owner's** name into the Multiple Listing Service.
- c. **Owner** does does not grant **Listing Agency** authority to permit cooperating agents to show the Property without **Listing Agency** being present.
- d. **Owner** does does not grant **Listing Agency** authority to disclose to cooperating Agents or prospective buyers the existence (but not the terms or amounts) of other offers to purchase the Property.
- e. **Owner** does does not grant **Listing Agency** permission to place and maintain a lockbox on the Property.
- f. **Owner** does does not grant **Listing Agency** permission to take photographs, digital images or provide virtual tours of the Property to be used for marketing.
- g. **Owner** does does not grant **Listing Agency** permission to place and maintain a "For Sale" sign upon the Property.
- h. Additional Terms and Conditions concerning this Agreement or marketing options:

12. Marketing Materials. **Owner** acknowledges that marketing material including but not limited to videos, photos, property information, data, etc. may be difficult, if not impossible, to remove from third-party websites and internet-based syndicators. **Owner** therefore releases all Agents/Agencies from any liability and/or responsibility regarding the inability to remove said marketing materials.

13. Forfeiture of Contract Deposit. In the event any contract deposit or portion thereof is paid to **Owner** as a result of a breach or claimed breach of a Purchase and Sale Contract by a Buyer, **Listing Agency** shall be entitled to receive, as a liquidated and agreed upon sum, one-half of the deposit, together with one-half of any interest accrued thereon to which **Owner** is entitled, provided the total amount paid to **Listing Agency** shall not exceed the fee which would otherwise be due under this Agreement. It is agreed that this allocation of any Buyer's forfeited contract deposit is a liquidated damage and is solely intended to compensate **Listing Agency** for reasonably estimated losses, costs and expenses and is neither a penalty for a Buyer's breach nor an incentive to **Owner** or Buyer to perform any purchase agreement.

Owner's Initials

- 14. Taxes.** Prior to entering into any agreement for the sale of the Property, **Owner** should obtain legal, accounting and/or other professional assistance to determine the tax and other legal obligations imposed by any sale of the Property including, but not limited to, Federal and State income taxes (including capital gains), Foreign Investment in Real Property Tax Act (FIRPTA), Vermont Land Gains Tax, and Vermont Non-Resident Income Tax Withholding. If **Owner** is not a resident of Vermont or is a foreign citizen, the provisions of the Vermont Non-Resident Income Tax Withholding and/or FIRPTA may require withholding a portion of closing proceeds and/or payment of taxes to Federal and Vermont taxing authorities.
- 15. Permits.** **Owner** acknowledges and understands that certain State and Local permits and disclosures may govern the use of the Property, including those required by Act 250. If such permits are required for the use of the Property or the Property is not in compliance with such permits, a Buyer may be unwilling or unable to close. To the best of the **Owner's** knowledge, the property is in compliance with any existing permits. Further, **Owner** has not received notice of any permit violation that has not been cured or resolved.
- 16. Non-Discrimination and Fair Housing in Marketing.** **Listing Agency** shall market the Property with respect to Federal and State Fair Housing Laws and any other laws or regulations relating to discrimination. **Listing Agency** will perform the services enumerated in this agreement without regard to any person's race, sex, sexual orientation, gender identity, age, marital status, religious creed, color, national origin, handicap, or because a person intends to occupy the Property with one or more minor children, is a victim of abuse, or is a recipient of public assistance.
- 17. Wire Fraud.** **Owners** are advised to never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number and to verify that the contact information is legitimate. **Owners** should exercise extreme caution when wiring funds in real estate transactions.
- 18. Surveillance.** **Owners** should be aware there are potential legal ramifications to streaming and/or recording audio and video of individuals while at the Property. **Owners** should seek legal advice prior to participating in such activities. Surveillance equipment is is not present.
- 19. Term of Agreement/Binding Effect/Severability.** This Agreement shall not be for a period in excess of twelve (12) months. It cannot be cancelled or terminated prior to the Expiration Date unless **Owner** and **Listing Agency** mutually agree to such cancellation or termination in writing or **Listing Agency** is required to terminate this Agreement due to a conflict of interest. However, if **Owner** directs or insists that **Listing Agency** market the Property in a manner that would, in the judgment of **Listing Agency**, violate applicable law or subject **Listing Agency** to civil or regulatory liability, **Listing Agency** shall have the right to terminate this Agreement by written notice to **Owner** whereupon all obligations of **Listing Agency** under this Agreement shall terminate and **Listing Agency** shall have no further responsibility in any manner whatsoever to **Owner**. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, personal representatives and assigns. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

Owner's Initials

20. Dispute Resolution System/Fees and Costs to Prevailing Party. Listing Agency recommends the use of a dispute resolution system that utilizes mediation as an alternative to litigation in the event of any dispute or claim arising out of or relating to this Agreement. In the event of any litigation or lawsuit between **Owner** and **Listing Agency** arising out of or relating to this Agreement, or to the services provided to **Owner** by **Listing Agency**, the substantially prevailing party shall be entitled to the costs and expenses thereof, including reasonable attorney's fees.

21. Modification and Amendment. This Agreement and all modifications, amendments or changes thereto, including any changes in the listed price, shall be in writing signed by **Owner** and authorized agent of **Listing Agency** and may be signed electronically.

22. Term of Agreement. Commencement Date: _____ Expiration Date: _____ (at 11:59pm EST/EDT)

OWNER ACKNOWLEDGES HAVING READ ALL PROVISIONS OF THIS AGREEMENT PRIOR TO SIGNING.

UNDERSTOOD AND AGREED:

Maple Sweet Real Estate	Clayton-Paul Cormier, Jr.		
Listing Agency	Listing Agent	(Signature)	Date

PO Box 703, Waitsfeld, VT 05673			
Street Address/PO Box	City/Town	State	Zip

n/a	802-793-1515	claytonpaul@maplesweet.com
Phone	Cell	Email

Owner:		_____		
	(Signature)	Phone/Cell	Email	Date
Owner:		_____		
	(Signature)	Phone/Cell	Email	Date
Owner:		_____		
	(Signature)	Phone/Cell	Email	Date
Owner:		_____		
	(Signature)	Phone/Cell	Email	Date

Contact information to which all notices to Owner(s) under this Agreement shall be sent:

n/a			
Street Address/PO Box	City/Town	State	Zip

n/a	Cell number(s) above	Email address(es) above
Phone	Cell	Email