

MLS#: _____

EXCLUSIVE RIGHT TO SELL AGREEMENT HOMES VILLA/CONDO LOT (Circle Property Type)

Box denotes required * = Numeric

FIRM NAME: _____ BROKER ID: _____ FIRM PH: _____ FIRM FAX: _____
 AGENT NAME: _____ LISTING AGENT ID: _____ AGENT PH: _____ AGENT FAX: _____
 AGENT E-MAIL: _____

A. Employment: In consideration of the services of _____, Hereinafter called "Broker," I/We, the undersigned Owner(s), hereinafter called "Owner," appoint Broker as my exclusive sales agent, and give Broker the exclusive right to list and sell the property described below and further described as

LEGAL#: _____ LEGAL ADDRESS: (see on-line table) _____ LIST PRICE: \$ _____

STREET #: _____ STREET NAME: _____ TOWN: _____ ZIP CODE: _____ ZONING: **Select 1**
 _____ Mobile Homes
 _____ Residential
 _____ Rural

COUNTY: _____ Beaufort _____ TAX KEY #: _____ TAX MAP #: _____ ELEVATION: _____ FURNISHED: Y/N
 _____ Jasper _____ District, Tax Map, Parcel (Approx)

LOT SIZE: _____ x _____ x _____ #LOTS: _____ #ACRES: _____ REGIME FEE: _____ OWNER TRANSFER FEE: _____ POA FEE: _____
 (see on-line table) (see on-line table)

for a period, from LIST DATE: _____ to EXPIRE DATE: _____, hereinafter called the "term" at the gross sales price specified above. The Owner and Broker understand that this agreement is a contract, and that the term of this Agreement extends until the date noted above unless terminated sooner by written consent of both parties. During the term of this Agreement, Owner is contractually obligated to pay a commission to Broker pursuant to the terms and conditions of paragraph B below.

Further, any listing broker acting as the agent of the seller(s) or lessor(s) under the Exclusive Right to sell contractual agreement cannot market the listing within the MLS as an Exclusive Right to Sell if a "for sale by owner" sign is to be displayed at any time, or the property is advertised either electronically or by printed media as "for sale by owner", and/or if the listing broker gives the cooperating broker(s) the authority to present offers to purchase directly to the seller(s) or lessor(s).

The contractual obligations of this agreement are separate from those obligations stemming from the parties' agency relationship. The parties' agency relationship may be terminated unilaterally by Owner at any time. Should Owner elect to do so, the Broker shall no longer have the right to list and sell the property; however, the termination of the agency relationship between the parties will not affect the Owner's contractual obligation in this Agreement to pay a commission to Broker pursuant to paragraph B below.

B. Commission:

- Owner agrees to pay Broker a sales commission of \$ _____ or _____ (____%) percent of the sales price if a buyer is secured who is ready, willing and able to purchase the Property at the price and on the terms aforesaid or at any price and terms acceptable to Owner. Said commission shall be paid at closing of sale or default of Owner.
- Said commission shall be paid to Broker if the Property is sold during the term of this Agreement, regardless of whether the sale is made by Broker, by Owner, or by any other broker or agent, or by any other person or any other means. However, Owner has the right to list on this Agreement any parties to whom Owner reserves the right to sell, and if a sale to any of such parties occurs within fourteen(14)days after the date hereof, Owner is not obligated to pay a commission to Broker.
- Owner shall also pay said commission to Broker if: (a) within ten (10) days after expiration of this Agreement Broker provides in writing to Owner the names of prospective buyers who were shown or offered the Property during the term of this Agreement and (b) Owner sells the Property to any of such prospective buyers within six (6) months after expiration of this Agreement. However, such commission shall not be due to Broker if a sale is made after the expiration hereof by or through a MLS Broker who has a then current, valid Listing Agreement with Owner.
- If suit is brought to collect the compensation or if Broker successfully defends any action brought against Broker by Owner relating to this authorization or under any sales agreement relating to said property, Owner agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.
- Owner agrees that Broker may compensate an agent representing the Purchaser from the fee described above. It is also possible that a buyer represented by Broker will want to see Owner's property, and since both Owner and a buyer have different interests to protect in the negotiation process, certain differences or conflicts may arise. Accordingly, Broker will represent both the Owner and a buyer only with both parties' written consent after full disclosure of the consequences of dual agency.

C. CONTRACT OF SALE, CLOSING COSTS, AND TITLE. Upon procurement of a purchaser whose offer complies within the terms of sale, Owner agrees to enter into the customary written Contract of Sale Agreement, which will contain the terms and conditions of sale and customary provisions as to quality of title to be conveyed by Owner, the examination of title by purchaser, curing of any title defects by Owner, and proration of interest on encumbrances, taxes and rents (if any). Owner agrees to pay for preparation of the deed and recording fees for the deed, and Owner agrees to execute and deliver to the purchaser a general warranty deed conveying the Property free and clear of all monetary liens and encumbrances, except those set forth in the Contract of Sale Agreement.

D. DEFAULT BY PURCHASER. As the exclusive agent for Owner, Broker is authorized to receive and hold in Broker's Trust Account until closing all sums paid as a deposit on the purchase of the Property, and Owner agrees that if such deposit is forfeited by the purchaser, Broker is authorized to retain one-half (1/2) of such forfeited amount as a sales commission, provided such amount retained does not exceed the amount of the commission specified above. The balance of the forfeited deposit shall be paid to Owner.

E. OWNER HOLD HARMLESS. Owner shall hold harmless and indemnify the Broker and Broker's agents from any liability caused by latent, undisclosed, pre-existing conditions, if any, including but not limited to, structural and/or mechanical deficiencies which exist now or occur up to the time of closing.

F. LOCKBOX OPTION. Owner does(____) does Not(____) authorize Broker to install a Lockbox on the Property containing a key to the Property. Owner acknowledges he/she understands the use, risk and precautions taken in connection with its use and assumes the risk thereof. Lockbox on Property: Y / N LOCKBOX#: _____

G. OWNERSHIP. The undersigned, by the execution of this Agreement, certifies that he/she is the owner of record of the Property or, in the event the property owner is other than that individual, he/she has the authority to bind the owner of the Property by executing the within Agreement.

H. OTHER AUTHORIZATIONS. Owner authorizes Broker to take photos, advertise, print and publish this Property to other brokers and the general public.

Photo: (Select 1) _____ Take Photo _____ Sent With Listing _____ Villa MLS Generic _____ # PHOTOS: _____
 _____ Photo Upload _____ PHOTO INSTRUCTIONS _____

INTERNET: Y / N VIRTUAL TOUR: Y / N VT# of Shots _____ VTINST: _____

VT TYPE: MLS VT MLS VT/Realtor.com Other VT URL _____

I. OWNERS REPRESENTATIONS: Owner directs Brokers: 1) to place the listing in the Multiple Listing Service of Hilton Head Island, Inc. which will constitute an offer of subagency to all participants in the Multiple Listing Service; 2) to hold Broker and MLS harmless for any damages or liability that may occur in the showing of the property; 3) that the care and custody of the property is not the responsibility of the Broker or MLS; and 4) that the information contained in the within Agreement is, to the best of Owner's knowledge, accurate and correct.

J. SELLER OPTIONS:

____ Seller acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the agent and seller.

Seller acknowledges that after entering into this written agency contract, agent might request a modification in order to act as a dual agent or a designated agent in a specific transaction. If asked:

____ Permission to act as a dual agent will not be considered.

____ Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written Dual Agency Agreement.

____ Permission to act as a designated agent will not be considered.

____ Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written Designated Agency Agreement.

NOT INCLUDED IN SALE: _____

PRIVATE / CONFIDENTIAL REMARKS	PUBLIC / INTERNET REMARKS

OFFICE INFORMATION

COMPENSATION TO COOP. BROKER: _____

WITNESS: _____

WITNESS: _____

BROKER SIGNATURE: _____ DATE: _____

OWNER ADDRESS (1) _____

OWNER ADDRESS (2) _____

OWNER E-MAIL: _____

Rental Agent Name _____ Rental Agent Phone _____

OWNER SIGNATURE: _____ DATE: _____

PRINT OWNER'S NAME _____

OWNER SIGNATURE: _____ DATE: _____

PRINT OWNER'S NAME _____

OWNER PHONE: (H) _____ (W) _____