

AGREEMENT FOR EXCLUSIVE AGENCY with Consent to Designated Agency

Date: _____

THIS AGREEMENT concerns the following property:

Street Address: _____

Description: _____

Tax Id. _____ Book: _____ Page: _____ (if Registered) Cert. Num.: _____

County: _____ LISTING PRICE: \$ _____

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller hereby gives to the undersigned Broker the sole and exclusive agency to sell the said property for the price and on the terms and conditions herein set forth.

1. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with the price, terms, and conditions of this Agreement.

2. The Broker is granted the sole authority to: (Check if applicable)
 - Advertise the property;
 - Post "For Sale" signs on the property;
 - Offer compensation to buyer agents in the following amount: _____ and/or
Note: Regardless of how compensated, buyer agents represent the interest of buyers, not sellers.
 - Cooperate and compensate Subagents in the following amount: _____.
Note: Subagents represent the interest of sellers, however, as agents of the seller, the seller may be held vicariously liable for the acts of the Subagents.
 Vicarious liability is the potential for a seller to be held liable for a misrepresentation or an act or omission of the subagent, and in checking the box above and initialing below, the seller authorizes the Broker to offer subagency to brokers and salespersons affiliated with other firms. Initials: _____
 - Cooperate and compensate non-agent Facilitators in the following amount: _____

3. The Seller agrees:
 - a. To refer all inquiries and offers made by or through any real estate agent for the purchase of said property to the Broker;
 - b. To cooperate with the Broker in every reasonable way;
 - c. To pay the Broker a fee for professional services of _____ if:
 1. A Buyer is procured ready, willing, and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this Agreement, or such other price, terms and conditions as shall be acceptable to the Seller, whether or not the transaction proceeds; or
 2. The said property, or any part thereof, is sold through the efforts or with the assistance or participation (directly or indirectly) of the Broker or any other real estate agent; or
 3. The said property, or any part thereof, is sold within _____ days after the term of this Agreement to anyone who was introduced to the said property through the efforts of the Broker or his agents prior to the expiration of said term. However, no fee will be payable under this clause if the said property is sold after said term with the participation of a licensed broker to whom the Seller is obligated to pay a fee under the terms of a subsequent written exclusive listing agreement.

It is specifically understood and agreed that no fee will be payable by the Seller under this Agreement in any case where no real estate agent has directly or indirectly furnished information about the property to the Buyer or otherwise assisted or participated in the sale in any way.

Once an offer has been accepted in writing and a transaction is pending, the Broker shall have no obligation to market the property or present further offers to the Seller unless otherwise agreed in writing.



4. The Seller understands and agrees that the property will be marketed in compliance with all applicable fair housing laws.
5. The period of this Agreement shall be from _____, 20____, to and including _____, 20____. Time is of the essence hereof.
6. In order to introduce other brokers to the property and solicit their assistance in procuring a buyer, the Broker may arrange to have this listing distributed through any multiple listing service ("MLS") to which the Broker has access. Any data regarding the property submitted by the Broker to an MLS shall be verified by the Seller. Such data, together with any other information provided to or obtained by the Broker with respect to the property, may be disclosed to prospective buyers and other brokers and may be included in all listings, comparable books and other materials distributed by the MLS either before or after the term of this listing or the sale of the property. The Seller expressly authorizes the Broker to advertise the property in the MLS and offer compensation to other firms as detailed in Paragraph 2.
7. _____ By intialing, the Broker is further authorized to place a lock box on the property in order to facilitate entry by cooperating brokers and others authorized to examine the property (check if applicable).
8. The Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form. The Broker has explained the firm's policy regarding agency relationships. The Seller, in signing this Agreement **CONSENTS TO DESIGNATED AGENCY**. A designated agent is licensee, broker or salesperson, who has been appointed by a Broker to represent the seller or the buyer. The agent has explained and the Seller is advised that (a) the Designated Seller's Agent(s), identified below, will represent the Seller and will owe the Seller the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction; (b) all other licensees affiliated with the appointing Broker will not represent the Seller nor will they have the other duties specified herein to you as Seller and may be appointed to represent a potential purchaser of the Property; and (c) if the designated agents affiliated with the same Broker represent the Seller and purchaser in a transaction, the appointing Broker shall be a dual agent and neutral as to any conflicting interests of the seller and the purchaser, but will continue to owe the seller and the purchaser the duties of confidentiality of material information and to account for funds while the Designated Seller's Agent and the Designated Buyer' Agent will individually advocate for their respective client. In the event another agent affiliated with the Broker is a designated agent for the buyer, the Seller shall receive written notice. In the event Dual Agency occurs, the designated agent will seek consent from the buyer and the seller.

ACKNOWLEDGMENT

I acknowledge and agree that _____ [insert name and license # of licensee(s)] is authorized to represent me as a Designated Agent(s). I hereby consent to Designated Agency.

Additional terms and conditions:

IN WITNESS WHEREOF, the Seller and the Broker have hereunto set their hands and seals as of the _____ day of _____, 20____.

Broker: _____

Seller: _____

By: _____

Seller (or spouse): _____

Its: _____

Title (duly-authorized)

Under the Code of Ethics and Standards of Practice of the National Association of REALTORS®, any REALTOR® entering into a listing contract must advise the SELLER of:

1. The REALTOR®'s company policies regarding cooperation with, and the amount of any compensation that will be offered to, subagents, Buyer Agents and/or facilitators acting in a legally recognized non-agency capacity;
2. The fact that Buyer Agents, even if compensated by the Listing Broker or by the SELLER, will represent the interests of BUYERS; and
3. Any potential for the Listing Broker to act as a disclosed Dual Agent on behalf of the SELLER as well as the BUYER.