

GREATER BOSTON REAL ESTATE BOARD

EXCLUSIVE RIGHT TO SELL

(Commercial Property)

DATE: _____, 20__

THIS AGREEMENT concerns the following property: _____ (the "Property")

In consideration of the mutual covenants and agreements herein contained, the undersigned Owner hereby grants to the undersigned Broker the sole and exclusive right to sell the Property throughout the term commencing on _____, 20__, and ending on _____, 20__ (the "Listing Period"), subject to the following terms and conditions:

The Owner shall refer all inquiries and offers regarding the purchase of the Property or any portion thereof to the Broker and shall cooperate with the Broker in facilitating such purchase.

The Broker shall use reasonable efforts to procure a purchaser for the Property at the price and on any other terms and conditions specified in Schedule A, including:

- (a) referencing the Property in any listings maintained by the Broker and distributing this listing through any multiple listing service to which the Broker has access;
- (b) placing appropriate signs on the Property;
- (c) advertising the Property in trade journals and newspapers of general circulation; and
- (d) cooperating with other licensed real estate brokers (including the offer of compensation to buyer agents).

The Broker shall report its activity to the Owner on a regular basis or whenever requested.

The Broker shall earn a commission for its services hereunder if, during the Listing Period or within _____ months thereafter, the Property or any portion thereof is sold to a purchaser introduced to the Property by anyone prior to the expiration of the Listing Period, provided that, in the case of any such sale occurring after the Listing Period, the identity of the prospective purchaser has been disclosed in writing by the Broker to the Owner prior to such expiration.

The Broker's commission with respect to the purchase of any portion of the Property shall be equal to _____% of the price paid to the Owner therefor.

In addition to its commission, the Broker shall be entitled to reimbursement of any expenses set forth in Schedule A within twenty (20) days after billing from time to time accompanied by copies of invoices evidencing such expenses.

The Owner hereby authorizes the Broker to disclose any information which the Broker may obtain or discover regarding the condition of the Property to a purchaser or prospective purchaser, agents and employees of the Broker, and other brokers, and further authorizes the Broker to include the same in any writing or document which may be used by the Broker, provided however that the Broker shall not (except as may be required by applicable law) so disclose any information which the Owner identifies in writing as not to be disclosed.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

WITNESS the execution hereof under seal as of the day and year first above written.

(Owner)

(Broker)

By _____

Its _____
title (duly-authorized)

SCHEDULE A

TERMS OF SALE:

REIMBURSABLE EXPENSES: