

Standard Exclusive Commercial Listing Contract

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Fax # Listing Office With Area Code _____

 Assigned Listing # _____
 Revised 4/2017

1. **LISTING OFFICE** _____ **OFFICE ID#** _____ **PHONE** _____
INCLUDE AREA CODE

2. **BROKER'S ADDRESS** _____
CITY STATE ZIP

3. **OWNER(S) NAME(S)** _____

OWNER(S) MAILING ADDRESS _____
CITY STATE ZIP

PHONE# _____ **FAX#** _____ **EMAIL** _____

4. **OWNER** gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed herein.

5. **EXCLUSIVE RIGHT TO SELL** - In consideration of Broker's Agreement to list and to use Broker's effort to find a purchaser for the property described below and to submit this listing to all subscribers of the West Penn Multi-List, Inc., the undersigned **OWNER** hereby gives Broker and all subscribers of the West Penn Multi-List, Inc., the **SOLE AND EXCLUSIVE RIGHT TO SELL** the following described property on the terms and conditions herein set forth:

9. **PROPERTY ADDRESS** _____ **CITY, STATE, ZIP** _____

10. **HAVING ERECTED THEREON** _____ **MUNICIPALITY/COUNTY** _____

11. **DEED BOOK VOL.** _____ **ZONING CLASSIFICATION #** _____

12. **IDENTIFICATION NUMBER (TAX NUMBER, PARCEL NUMBER, LOT & BLOCK NUMBER)** _____

13. **PURPOSE OF THIS CONTRACT** - Owner is hiring Broker to market the Property and to find a buyer. Owner will refer all offers and inquiries to Broker. Owner allows Broker to use print and/or electronic advertising. Broker is acting as Owner's Agent, as described in the Consumer Notice.

15. **SERVICES TO OWNER** - Broker may provide services to an Owner for which Broker may accept a fee. Such services may include, but are not limited to, listing fees; deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance; and construction, repair or inspection services. Broker will disclose to Owner if any fees are to be paid by the Owner.

18. **AGENCY** - Owner understands that this property may be shown to prospective buyers (a) by subagents of the listing Broker; (b) by Brokers who solely represent the Buyer (Buyer-Agents) or (c) by Brokers who do not represent either Owner or Buyer (Transactional Licensees). Owner authorizes the Listing Broker to share information and fully cooperate with subagents of the Listing Broker with Buyer-Agents and with Transactional Licensees. Owner further authorizes Listing Broker to offer compensation to subagents, Buyer-Agents and Transactional Licensees. including the sharing of part of Listing Broker's commission.

23. **DUAL AGENCY** - During the term of this Listing Contract, Listing Broker may enter into an Agreement to act as an agent for a prospective Buyer (Buyer-Agency Agreement). Owner understands that Owner's property may be shown by agents of Listing Broker pursuant to such Buyer-Agency Agreement. The simultaneous representation of both the Owner and prospective Buyer is called "dual agency". Owner hereby consents to Listing Broker acting in such dual agency relationship, provided that Listing Broker specifically advises Owner, in writing, of this dual agency relationship. Broker may, with the written consent of Owner, designate one or more licensees employed by Broker to serve as the designated agent of the Owner to the exclusion of all other licensees employed by Broker.

29. **LISTING PRICE - THE LISTING PRICE FOR THE PROPERTY SHALL BE \$** _____.

30. The **OWNER** may reduce the listing price at any time. The listing price shall include Broker's commission and the **OWNER** agrees to pay one-half (1/2) of all required real estate transfer taxes.

32. **TIME PERIOD OF LISTING - THE TIME PERIOD OF THIS LISTING IS NEGOTIABLE.** This exclusive right to sell agreement shall be effective for a period of one (1) year commencing on _____ (commencement date) and shall automatically terminate at the expiration of the one (1) year listing period. This agreement may also be terminated at any time after _____ days have elapsed from the commencement date of this agreement by **OWNER** giving ten (10) days' notice in writing delivered to Broker by certified mail with return receipt. The time period of this listing has been determined as the result of negotiations between the Broker and Owner. This listing shall not be terminated unless all of the above requirements have been exercised. After the termination of this agreement or any extension thereof, the Broker's authority shall continue as to any outstanding offers pending at the time of such termination. If within one year of the termination of this agreement, the Owner enters into an Agreement of Sale or transfers/exchanges the property with any person to whom the property was shown, presented or submitted by the Broker, the sale or transfer shall be conclusively presumed to have been made by the Broker and the commission shall be paid by Owner to the Broker. However, should the Owner terminate the Agreement in accordance with the termination clause above, and enter into a West Penn Multi-List, Inc. Commercial Listing Contract with another subscriber of West Penn Multi-List, Inc., then the subsequent Broker will be paid the commission by Owner.

The Seller's Initials and date are required to appear on this page for processing:

 _____ **Date** _____

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44. **COMMISSION - THE RATE OF COMMISSION OR FEE FOR THE SALE, LEASE OR MANAGEMENT OF REAL ESTATE IS NEGOTIABLE.**
45. **THE COMMISSION OR FEE FOR PROFESSIONAL SERVICES UNDER THIS CONTRACT HAS BEEN DETERMINED AS A RESULT OF**
46. **NEGOTIATIONS BETWEEN THE BROKER AND OWNER. OWNER ACKNOWLEDGES THAT THE LISTING BROKER HAS EXPLAINED**
47. **THE BROKER'S POLICY TO OFFER COMPENSATION TO SUBAGENTS, BUYER-AGENTS, AND TRANSACTIONAL LICENSEES,**
48. **INCLUDING THE SHARING OF PART OF LISTING BROKER'S COMMISSION, AND AGREES TO THESE TERMS.**
49. **IN THE EVENT OF A SALE, TRANSFER OR EXCHANGE OF THE PROPERTY LISTED HEREIN BY WHOMSOEVER MADE OR EFFECTED,**
50. **INCLUDING THE OWNER, OR IF BROKER PROCURES A PURCHASER READY, WILLING, AND ABLE TO BUY THE PROPERTY AT**
51. **THE LISTING PRICE WITHIN THE PERIOD OF TIME THIS CONTRACT IS IN FORCE, THE OWNER AGREES TO PAY THE BROKER A**
52. **COMMISSION OF _____ % (PERCENT) OF THE SELLING PRICE OR: _____.**
53. **AN INSTALLMENT SALE, JOINT VENTURE, STOCK TRANSFER, OPTION, OR PARTNERSHIP AGREEMENT SHALL ALL BE DEEMED**
54. **TO BE TRANSFERS SUBJECT TO THE PAYMENT OF A COMMISSION. IF OPTION MONEY IS RECEIVED BY A SELLER AND THE OPTION**
55. **IS NOT EXERCISED, BROKER SHALL BE ENTITLED TO _____ OF THE OPTION MONEY.**
56. **IN THE EVENT THAT THE PROPERTY HEREIN LISTED SHALL BE LEASED DURING THE TERM OF THIS CONTRACT BY THE BROKER**
57. **OR BY THE OWNER OR ANY OTHER PERSON, THE OWNER AGREES TO PAY BROKER A COMMISSION OF _____ % (PERCENT)**
58. **OF THE GROSS LEASE VALUE. THIS COMMISSION SHALL BE EARNED AND PAYABLE IN FULL AT THE TIME OF SIGNING THE**
59. **LEASE OR _____ . IN THE EVENT THIS LISTING IS PLACED UNDER LEASE AND THE**
60. **PROPERTY IS SUBSEQUENTLY SOLD TO THE TENANT DURING THE TERM OF THE LEASE OR ANY RENEWAL, THEN THE AGREED**
61. **COMMISSION SHALL BE DUE BROKER.**
62. **BROKER'S FEE IN CASE OF BUYER/TENANT DEFAULT** - If a buyer/tenant enters into an Agreement of Sale or Lease, then refuses to buy or rent
63. the Property, or if the buyer/tenant is unable to buy or rent because of failing to do the things required of the buyer/tenant in the Agreement of Sale or
64. Lease, Owner will pay Broker:
65. A. _____ of/from monies paid by buyer/tenant on account of the transaction, including but not limited to, extension fees, option
66. payments, liquidated damages, judgements, etc., OR
67. B. Broker's Fee, whichever is less.
68. **DEPOSIT MONEY** - Broker, or any person Owner and buyer name in the Agreement of Sale, will keep all deposit monies paid by or for the buyer
69. in an escrow account. If held by Broker, this escrow account will be held as required by real estate licensing laws and regulations. Owner agrees
70. that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Owner has accepted
71. an offer.
72. **CONFLICT OF INTEREST** - A *conflict of interest* is when Broker and Licensee has a financial or personal interest where Broker or Licensee cannot
73. put Owner's interests before any other. If the Broker, or any of Broker's salespeople, has a *conflict of interest*, Broker will notify Owner in a
74. timely manner.
75. **ADVANCE FUNDS - OWNER** agrees to advance Broker the sum of \$ _____ for promotional
76. items, such as brochures, prospectus, mailings, pictures, visual or audio presentations or other similar matters. Broker will periodically provide
77. OWNER with an accounting of all disbursements from these funds and any such money expended is nonreimbursable to OWNER. In the event
78. no sale or lease is consummated, any unused funds will be returned to OWNER.
79. **POSSESSION AND TITLE** - Possession of the property is to be given to purchaser at closing. The undersigned represent that they are the sole
80. OWNERS of the listed property and agree to convey the property to the purchaser by general warranty deed, clear of all liens and encumbrances,
81. SUBJECT to the following: (a) building and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the property and
82. being contiguous to the front, rear or side lot lines; (c) water, sewer, gas, electric, cable television and telephone lines or easements therefore of
83. record or as presently installed, provided, however, that said lines or easements shall not adversely affect the use of the property for commercial
84. purposes or at any time require the removal or alteration of the presently existing buildings, or appurtenant structures thereon; (d) prior grants,
85. reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record; and (e) easements apparent upon inspection of the
86. property.
87. **SIGN, KEY, AND LOCK BOX** - The OWNER grants unto Broker the right to post "for sale" signs upon the property. If a key to the premises is
88. given to the Broker and/or a lock box is placed on the premises, it is understood and agreed that the OWNER retains responsibility for the entire
89. care, maintenance and control of the premises during the term of this contract. The OWNER agrees that none of the subscribers of the West
90. Penn Multi-List, Inc., or their agents shall be responsible for any damage to the property or any loss or theft of personal goods from the property
91. unless it can be shown that such damage, loss or theft was directly committed by them.
92. **NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA** - Federal and state laws make it illegal for Owner,
93. Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (chil-
94. dren under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or
95. the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show,
96. or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

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97. **RECOVERY FUND** - Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).
101. **COMMERCIAL REAL ESTATE BROKER LIEN ACT** - the provisions of the Commercial Real Estate Broker Lien Act, 68 P.S.1051 et seq. are hereby incorporated herein by reference.
103. **NO OTHER CONTRACTS** - Seller will not enter into another listing agreement with another broker that begins before the Termination Date of this Contract.
105. **HEIRS AND ASSIGNS** - This contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. OWNER acknowledges receipt of one copy of this listing contract, one copy of the Seller Disclosure Statement, one copy of Consumer Notice and one copy of the Property Input Statement.
108. **FOREIGN PERSON AND FOREIGN CORPORATION REGULATIONS** - Every OWNER signing this agreement certifies that they are not a Foreign Person or a Foreign Corporation as defined in Sections 1442 and 1445 of the Internal Revenue Code, unless this block is checked and the names of any such persons or corporations are listed: _____.
111. IF any OWNER is a Foreign Person or a Foreign Corporation, they authorize the Closing Officer to withhold such funds as may be required by law.
112. **INTEGRATION AND ENTIRE CONTRACT** - The provisions of this document, the Property Input Statement and the Seller Disclosure Statement and the Consumer Notice shall together form an integrated contract and constitute the entire written agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.
115. **BINDING EFFECT** - Intending to be legally bound, the parties have hereunto signed their names as of the date specified.
115. **INCLUSIONS** - It is hereby understood and agreed that the following items are included in the above quoted selling price:
 116. _____
 117. _____
118. Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. All Owners must sign this Contract.
119. **NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT A LAWYER.**

120.	Witness _____ Date _____	Owner Signature (Mandatory) _____ Date (Mandatory) _____
121.	Witness _____ Date _____	Owner Signature (Mandatory) _____ Date (Mandatory) _____
122.	Witness _____ Date _____	Owner Signature (Mandatory) _____ Date (Mandatory) _____
123.	Agent License # _____	Listing Agent Signature _____ Date _____
124.	Designated Agent _____ Date _____	Broker/Manager/Agent _____ (Authorized Signature) _____