



**EXCLUSIVE RIGHT TO SELL LISTING CONTRACT  
MARYLAND**

Date \_\_\_\_\_  
Today's date

Date \_\_\_\_\_  
Effective date of Listing Contract

COLDWELL BANKER RESIDENTIAL BROKERAGE ("Broker") is hereby authorized by the undersigned Owner(s) or by the authorized representative of Owner(s) ("Owner") to market and sell, as the exclusive real estate broker, the property known as:

Unit \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Owner or Authorized Representative Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Unit \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone No. \_\_\_\_\_ Other Phone Contact No. \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**1. TERM OF AGREEMENT:** This authority to market and sell the property shall continue until midnight 365 days from the effective date hereof, except that Owner by giving written notice may terminate Broker's authority to market and sell the Property 90 days from date of receipt of notice by Broker from Owner. Broker by giving written notice to Owner may terminate this Contract, which termination shall be effective at midnight 3 days following Owner's receipt of notification from Broker. Owner and Broker may terminate this Contract at any time by mutual written agreement. Any termination of this Contract by Owner or Broker as stated above shall be subject to provisions of Sections 8, 10 and 12 of this Contract and such provisions of Sections 8, 10 and 12 will survive. Owner acknowledges that Owner will review a printout of the Property data as it appears in the multiple listing service (MLS) at a later date.

**2. CONVEYANCE:** Owner acknowledges that the Property is to be conveyed (*Seller is required to initial selected response*) \_\_\_\_\_ IN FEE SIMPLE or \_\_\_\_\_ SUBJECT TO AN ANNUAL GROUND RENT, now existing, in the annual amount of \$ \_\_\_\_\_, payable semi-annually in advance.

**3. HOMEOWNER'S ASSOCIATION:** The Property \_\_\_\_\_ is \_\_\_\_\_ is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act.

**4. LISTING PRICE:** The listing price of the property is \$ \_\_\_\_\_ and shall be the price advertised by the Broker. If Owner desires to change the listing price, Owner shall immediately inform Broker in writing of the changed listing price, and such changed listing price shall thereafter be the price advertised by Broker.

**5. OWNER RESPONSIBILITY/ INSURANCE:** Broker shall not be responsible for the care of, or the physical condition of the Property. Owner shall remain solely responsible for the care and physical condition of the Property, including, but not limited to, cost of all utilities, maintenance, the physical security of the premises and all personal property and Broker shall have no liability for such matters. Owner shall maintain adequate property and personal injury insurance during the term of this Contract.

**6. MLS:** Broker is a subscriber to the appropriate multiple listing service (MLS) at the time of the signing hereof and shall remain so during the term of this Contract or any extension thereof.

**7. REPORT OF SALE:** Broker is hereby granted the right to report to the appropriate multiple listing service for dissemination in accordance with their rules and policies, any contract of sale and sales price (including the other terms upon which any sale of the Property is made). Broker's responsibility to market the Property is suspended upon Owner's acceptance of a written offer to purchase, unless otherwise agreed upon by Broker.

**8. FEE FOR SERVICES:** Owner agrees to pay Broker a fee for services rendered as follows: the total of (a) \_\_\_\_\_ % of the sales price plus 3 months ground rent, if any, for marketing and negotiation services and (b) \_\_\_\_\_ % of the sales price plus 3 months ground rent, if any, for selling services (co-op fee paid to cooperating Broker or listing Broker for providing the Buyer), plus an administrative fee of \$295.00. In the event of an exchange, the fee to be paid by Owner to Broker shall be based on the listing price.

The fee shall be deemed to have been earned by Broker and shall be due and payable by Owner to Broker: If during the term of this Contract, or any extension thereof (a) Broker produces a customer to purchase the Property at the listing price and on the terms herein or at such other price or on such other terms as shall be accepted by Owner or agreed upon in writing between Owner and Broker (the "sales price"); or (b) Owner shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person or entity whether such person or entity shall have been procured by Broker, by Owner or by any other person or entity, in which event Owner within seventy-two (72) hours thereof shall furnish Broker a copy of such written agreement procured by anyone other than Broker; or (c) if during the period of 180 days following the expiration or termination of this Contract, Owner shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person who or to any entity which, with knowledge of Owner or any agent of Owner, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Contract or any extension thereof, in which event Owner within seventy-two (72) hours thereof shall furnish Broker a copy of such written agreement. Owner shall have no obligation to pay the fee to Broker if the Property is sold, leased, exchanged, conveyed or transferred by any other licensed real estate broker who is a subscriber of any appropriate multiple listing service who has listed the property following the expiration of this Contract or any extension thereof, or following the termination of this Contract as herein provided, unless such termination by Owner shall have been made for the purpose of avoiding the obligation of Owner to pay the fee to Broker or Owner defaults or arbitrarily releases Buyer for reasons other than the failure of a contingency in the Contract of Sale.

**9. BROKER FEE:** The amount of Broker fee is not prescribed by law or established by any membership organization with which Broker is affiliated. Broker alone shall establish fee for Broker's services.

**10. FORFEITED DEPOSIT:** If a deposit made on any contract of sale for the Property is forfeited to Owner, or if all or part of deposit shall be received by Owner as a settlement made by and between Owner and Buyer, one-half (50%) of the amount forfeited or received as settlement shall be paid to Broker for Broker's services, but in no event shall the amount exceed an amount equal to a full fee specified herein.

**11. BROKER COOPERATION:** Broker shall be entitled to cooperate with other brokers as subagents of Broker ("subagents") and/or brokers retained by prospective buyers to represent buyer's interests ("buyer agents"). Owner consents to Broker's cooperation and fee sharing with subagents or buyer agents (collectively "cooperating broker[s]"). Broker shall pay to any subagent who has earned and is entitled to share in the fee that portion of the total fee as shown in (b) of paragraph 8 above. Broker shall pay to any buyer agent who has earned and is entitled to share in the fee that portion of the total fee as shown in (b) of paragraph 8 above.

**12. PAYMENT OF FEE:** Regardless of any payment which may be due to a cooperating broker(s), Owner shall pay to Broker all amounts due and owing to Broker pursuant to this Contract irrespective of any disputes which may arise between Broker and a cooperating broker(s). Listing Broker and Owner agree that this Contract does not confer upon a cooperating broker(s) any right to receive any payments directly from Owner.

**13. MARKETING:** Broker is authorized to and shall market the Property, including, but not limited to, entering the Property into the appropriate multiple listing service, as determined by Broker, providing electronic access to information concerning the property improvements and premises and shall further install a sign, photograph property and publish same without liability and install an electronic lockbox if so indicated on multiple listing property profile sheet. (If property is tenant occupied, owner shall provide broker with written evidence that tenant agrees to installation of a lockbox.) Owner acknowledges that Broker is bound by the bylaws, policies and procedures and rules and regulations governing the multiple listing services and the lockbox system owners.

**14. POSTING OF PROPERTY INFORMATION ON THE WORLD WIDE WEB:** Broker may post on the World Wide Web information about the Property, including property disclosure/disclaimer forms, as applicable. Owner hereby acknowledges that such information, although intended for the use of prospective buyers and their real estate agents, will be available to the general public. Owner consents to, and agrees to hold broker harmless for, the publication of this information on the World Wide Web.

**15. FAIR HOUSING:** With respect to race, color, religion, sex, national origin, handicap or familial status, the Property is offered in compliance with the Civil Rights Act of 1968 and the Fair Housing Amendments Act under federal law. The Property is offered in compliance with the anti-discrimination provisions of applicable state and local fair housing laws.

**16. NOTICE OF LEAD PAINT HAZARD:** Owner acknowledges that the Property, if constructed before 1978, is subject to federal law (Title X) as to the presence of lead-based paint and/or lead-based paint hazards. Owner represents and warrants to Broker, Broker's agents and subagents, intending that they rely upon such warranty and representation, that the Property was constructed (*initial one selection*) \_\_\_\_\_ during or after 1978; or \_\_\_\_\_ before 1978; or \_\_\_\_\_ Owner is uncertain as to the date of construction. If Owner is uncertain as to date the Property was constructed, Owner agrees that, for the purpose of the sale contemplated by this Listing Contract, the Property will be treated as though it had been constructed prior to 1978. If Title X applies to the Property, Owner acknowledges receipt of brochures entitled "EPA and HUD Real Estate Notification and Disclosure Rule" from Broker, and Owner agrees to comply fully with the requirements as set forth in the Rule.

**17. NOTICE OF PROPERTY CONDITION DISCLOSURE/DISCLAIMER:** Owner acknowledges that (a) Broker has informed Owner that any contract of sale entered into for resale of residential real property improved by four (4) or fewer single-family units is subject to the requirements of Section 10-702 of the Real Property Article of the Annotated Code of Maryland which obligates Owner to deliver to the Buyer of the Property either a written statement disclosing the condition of the Property, or a written property disclaimer statement; (b) Broker has furnished to Owner the Maryland Real Estate Commission approved disclosure/disclaimer statement form, and (c) to the best of Owner's knowledge, there are no zoning violations, no nonconforming uses, violations of building restrictions, or setback requirements, or any undisclosed easements on or affecting the Property except as follows: \_\_\_\_\_

\_\_\_\_\_ It is the Owner's obligation to disclose to Buyer (or potential Buyer) all latent material defects affecting the property regardless of whether owner provides a written disclosure or written disclaimer statement.

**18. HOMEOWNERS ASSOCIATION AND/OR CONDOMINIUM DOCUMENTATION AND/OR PROPERTY REVIEW FEE:** Seller is notified that seller may be required to pay a fee to the homeowners association and/or condominium management company prior to or at time of closing for homeowners association and/or condominium documentation and/or a property review fee.

**19. CONSERVATION EASEMENT(S):**

A. Seller is advised and acknowledges that if the Property is encumbered by one or more conservation easement(s) or other restrictions limiting or affecting uses of the Property and owned by the Maryland Environmental Trust, the Maryland Historical Trust, the Maryland Agricultural Land Preservation Foundation, the Maryland Department of Natural Resources, or a Land Trust (the "Conservation Easement(s)"), Maryland law requires that Seller deliver to the Buyer copies of all Conservation Easement(s) on or before the day the Contract of Sale is entered into, or within 20 calendar days after entering into the Contract of Sale. The Buyer shall have the right to rescind the Contract of Sale if Seller shall fail to deliver to the Buyer copies of all Conservation Easement(s) on or before the day the Contract of Sale is entered into or within 20 calendar days after entering into the Contract of Sale.

B. Seller hereby represents to Broker, and upon which representation Broker is entitled to rely, that: (*Seller to initial applicable provision*)

- \_\_\_\_\_ 1. The Property **IS NOT** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property; **OR**
- \_\_\_\_\_ 2. The Property **IS** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property, as follows: (*Seller to check applicable Conservation Easement(s)*)
  - \_\_\_\_\_ Maryland Environmental Trust
  - \_\_\_\_\_ Maryland Historical Trust
  - \_\_\_\_\_ Maryland Agricultural Land Preservation Trust
  - \_\_\_\_\_ Maryland Department of Natural Resources
  - \_\_\_\_\_ Land Trust

If paragraph B.2., above, is initialed by Seller, Seller \_\_\_\_\_ has **OR** \_\_\_\_\_ has not provided a copy of said Conservation Easement(s) to Broker and Seller acknowledges that it is Seller's sole obligation to obtain and deliver copies of all such Conservation Easement(s) to Buyer on or before the day a Contract of Sale is entered into or within 20 days after entering into a Contract of Sale.

**20. MEDIATION OF DISPUTES:** Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Owner and Broker agree that any dispute or claim arising out of or from this Contract shall be mediated through the Maryland Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association or through such other mediator or mediation service as mutually agreed upon by Owner and Broker, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees. OWNER AND BROKER FURTHER AGREE THAT THE OBLIGATION OF OWNER AND BROKER TO MEDIATE AS HEREIN PROVIDED SHALL APPLY TO ALL DISPUTES AND CLAIMS ARISING WHETHER PRIOR TO, DURING OR WITHIN ONE (1) YEAR FOLLOWING SETTLEMENT. OWNER AND BROKER AGREE THAT NEITHER PARTY SHALL INITIATE OR COMMENCE ANY ACTION IN ANY COURT OR BEFORE ANY ADMINISTRATIVE AGENCY, WITHOUT FIRST SUBMITTING THE DISPUTE OR CLAIM TO MEDIATION AS HEREIN PROVIDED. IN THE EVENT OWNER AND BROKER SHALL INITIATE OR COMMENCE ANY ACTION IN ANY COURT OR BEFORE ANY ADMINISTRATIVE AGENCY WITHOUT FIRST SUBMITTING THE DISPUTE OR CLAIM TO MEDIATION AS HEREIN PROVIDED, THE PARTY INITIATING OR COMMENCING SUCH ACTION AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED TO ENFORCE THE OBLIGATION AS PROVIDED HEREIN TO FIRST MEDIATE THE DISPUTE OR CLAIM BY ANY PERSON OR ENTITY WITH WHOM OR WITH WHICH THE PARTY WAS REQUIRED TO MEDIATE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

**21. DUAL AGENCY REPRESENTATION AND CONSENT:** Owner acknowledges that Broker and Salespersons affiliated with Broker regularly represent, as buyer's agents, prospective Buyers in the location and acquisition of property for sale and, in such capacity, represent the interests of those Buyers. In the event a Buyer represented by an agent affiliated with Broker shall consider the Property for purchase, Owner acknowledges that Broker, as the Dual Agent, can represent both Owner and the Buyer of the property, provided Owner and Buyer have executed a Consent for Dual Agency form as required by law. The salesperson representing the Buyer will be the Buyer's Intra-Company Agent, and the listing agent will be Owner's Intra-Company Agent. An Intra-Company Agent representing the Owner will provide to Owner the same services as an exclusive agent of Owner; an Intra-Company Agent representing the Buyer will provide the same services as an exclusive agent of the Buyer.

Nothing contained herein shall preclude the listing agent from preparing an offer on the Property and providing Ministerial Acts for a Buyer not desiring buyer agency representation.

**22. MINISTERIAL ACTS:** Owner hereby consents to and authorizes Broker and real estate licensees affiliated with Broker or licensees acting as cooperating agents, to provide ministerial acts as defined by law on behalf of Owner to third persons in connection with the sale of the Property.

**23. ELECTRONIC DELIVERY:** The parties agree that this Contract shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal.

**24. COLDWELL BANKER HOME PROTECTION PLAN:** (Improved residential property only)  
Seller is advised that they may purchase a Coldwell Banker Home Protection Plan. This Coldwell Banker Home Protection Plan will assist in the marketing of the property. Please discuss the details with the Sales Associate.

Seller agrees to provide to buyer a one-year Coldwell Banker Home Protection Plan and pay for the protection plan at settlement in the amount of \$ \_\_\_\_\_ .

Sellers Initials \_\_\_\_\_

Seller declines the offer to participate in the purchase of a one-year Coldwell Banker Home Protection Plan.

Sellers Initials \_\_\_\_\_

**25. LEGAL CONSTRUCTION:** This Contract shall be binding upon the respective heirs, personal representatives, assignees and/or successors of the parties hereto. If this Contract is signed by more than one person, it shall constitute the joint and several obligations of each. This Contract contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Owner warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Contract; if not understood, seek competent legal advice. Owner has not relied upon any statement or representation of Broker except as set forth in this Contract. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland.

**26. SPECIAL CONDITIONS:**

\_\_\_\_\_  
\_\_\_\_\_

**27. RELOCATION ASSISTANCE:**

Owner requests assistance in relocating to \_\_\_\_\_  
(Destination)

**28. AUTHORITY REGARDING OFFERS:** Seller is advised that prospective buyers or cooperating Brokers may inquire of Broker or Broker's Agents as to whether written offers have been received for the purchase of the Property. The disclosure of the existence of written offers could be either beneficial or detrimental to Seller. On the one hand, such disclosure could result in the interested buyer making the highest and best offer as promptly as possible. On the other hand, such disclosure could result in the interested buyer electing not to make an offer.

Seller hereby directs Broker: If inquiry is made by another Broker/Agent or prospective buyer as to whether other written offers have been received by Seller: (Seller to initial only one line)

- \_\_\_\_\_ Broker is authorized to disclose existence of other written offers and whether the offers were obtained by the listing licensee, another licensee of Broker or by a cooperating broker.
- \_\_\_\_\_ Broker is not authorized to disclose such information.
- \_\_\_\_\_ Seller shall consider said options to disclose on a case-by-case basis and so inform Broker.

(Note: Unless Seller authorizes Broker to disclose existence of other offers, Broker may not disclose said information.)

**29. TAX DEFERRED EXCHANGE:** Seller desires to enter into an IRS Section 1031 tax deferred exchange. (check one)  
 Yes  No If yes, seller must complete a tax deferred exchange addendum. Seller authorizes Broker to provide a copy of the addendum to prospective purchasers and to incorporate the addendum into any contract of sale received on the property.

**30. AGENCY:** Owner acknowledges receipt of required agency information and disclosure forms.

**31. ENTIRE AGREEMENT:** This is the entire agreement between Owner and Broker. Any oral or written agreements that were made before are not a part of this Contract.

**32. RECEIPT OF COPY:** Owner acknowledges receipt of a copy of this Contract at time of signing hereof.

\_\_\_\_\_  
Broker or Authorized Representative      Date

\_\_\_\_\_  
Owner or Authorized Representative      Date

\_\_\_\_\_  
Owner or Authorized Representative      Date

