



Dear Agents and Seller

This listing agreement is for Co-ops, Condos, All Houses, All Commercial, and Land Properties and complies with New York State License Law, Multiple Listing Rules, and East Coast Realtors Policy.

The contents of this Listing agreement cannot be crossed out or changed.

New York State License Law requires Broker/Owner have complete paperwork on all Listing agreements and maintain such for 3 years. Agents must submit Listing agreement and all future documents regarding changes to this listing agreement to East Coast's corporate office within 48 hours of being executed by all parties.

All **Boxes** are required and must be filled in.



EXCLUSIVE BUSINESS RIGHT TO SELL

TYPE OF BUSINESS:

DOING BUSINESS AS:

ADDRESS:

BUSINESS OWNER:

BUSINESS OWNER: _____

BUSINESS OWNER: _____

PRICE:

LISTING PERIOD START DATE:

LISTING PERIOD END DATE:

The exclusive right to sell the BUSINESS will initiate from 12:01 A.M. on the LISTING PERIOD start date until 11:59 P.M. on the LISTING PERIOD end date. BUSINESS OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

If the BUSINESS OWNER authorizes East Coast Realtors Inc. to publish this listing on OneKey MLS System, all references to OneKey MLS in this AGREEMENT apply.

LISTING CONTENT is to be entered into the OneKey MLS System and made available to other OneKey Participants on _____ (insert the date of when the listing will be entered onto the OneKey MLS System)

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the BUSINESS OWNER and OneKey MLS and/or any REALTOR® Associations nor has OneKey MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the commission to be paid.

COMPENSATION

1. The BUSINESS OWNER hereby agrees to pay the LISTING BROKER a total commission in the amount of \$99.00*plus % of the selling price or \$ _____. BUSINESS OWNER also agrees that LISTING BROKER may co-broke this listing with other agents. In such an event BUSINESS OWNER will not be responsible for paying more commission stated in this agreement, unless otherwise agreed.

Additional commission terms:

This commission is offered to OneKey MLS Participants Only.

*\$99.00 administration fee is for processing LISTING AGREEMENT into East Coast Realtors digital records system and preparing documents for closing. In the event this BUSINESS does not close, this fee will be waived.

OWNER INITIAL

COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF THE AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a buyer ready, willing and able to purchase the BUSINESS on such terms and conditions acceptable to the BUSINESS OWNER; (b) If through the LISTING BROKER'S or cooperating broker's efforts a buyer and the BUSINESS OWNER reach an agreement upon all the essential terms of a transaction; (c) If the BUSINESS is sold or transferred during the term of this LISTING AGREEMENT whether or not the sale or transfer is a result of the LISTING BROKER'S efforts and even if the BUSINESS is sold or transferred as a result of the efforts of the BUSINESS OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If BUSINESS is rented or possession is given to any party of person; (e) If within 180 days after the expiration or termination of the LISTING PERIOD, even if the BUSINESS OWNER enters into a valid listing agreement to sell the BUSINESS with another New York State licensed real estate broker within the 180 days and accepts a purchase offer on the BUSINESS from any person to whom the BUSINESS has been shown during the LISTING PERIOD with East Coast Realtors, BUSINESS OWNER will pay LISTING BROKER the aforementioned commission as stated in paragraph 1 (one). Commission will be paid as if the LISTING BROKER had made the sale provided the BUSINESS goes to closing. The BUSINESS OWNER is responsible if or when relisting the BUSINESS with another broker within 180 days after expiration or termination of the LISTING PERIOD for getting an exclusion for any person(s) to whom the BUSINESS has been shown. A LIST OF BUYERS will be provided by East Coast Realtors Inc to the BUSINESS OWNER prior to the expiration of the LISTING PERIOD.

3. In the event the BUSINESS OWNER is entitled to retain a deposit from a prospective buyer who defaults in which business sell does not transfer to said buyer the BUSINESS OWNER agrees to pay the commission percentage listed in paragraph 1 (one) to the LISTING BROKER on the amount retained, or 5% on the amount retained if commission is a dollar amount and not a percentage.

4. Recovery of Attorney Fees. In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default of the BUSINESS OWNER, East Coast Realtor shall be entitled to reasonable attorney fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event LISTING BROKER hires an attorney to enforce the collection of any commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, BUSINESS OWNER agrees to pay the reasonable attorney fees, costs and related expenses incurred by LISTING BROKER.

MARKETING

5. BUSINESS OWNER grants the LISTING BROKER full discretion to determine the appropriate marketing approach for the BUSINESS. LISTING BROKER will undertake to find a ready, willing, and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising.

6. BUSINESS OWNER is responsible for providing accurate information regarding BUSINESS details to LISTING BROKER and to review information published on OneKey MLS, Internet sites, and all marketing material. It is the responsibility of the BUSINESS OWNER to notify the LISTING BROKER in writing of any incorrect/inaccurate information

AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

7. LISTING BROKER is authorized to place a "For Sale" sign on the BUSINESS where applicable. (If BUSINESS OWNER Disagrees, initial here) _____.

8. LISTING BROKER is authorized to use a lockbox. (If BUSINESS OWNER Disagrees, initial here) _____.

9. LISTING BROKER is authorized to share keys to the BUSINESS with cooperating brokers. (If BUSINESS OWNER Disagrees, initial here) _____.

ADDITIONAL POINTS

10. During the term of this LISTING AGREEMENT the BUSINESS OWNER(S) shall not offer nor show their BUSINESS for sale or rent to any prospective buyers, brokers or any other person who contacts them directly and agree to refer to us all inquires, proposals, and offers. The BUSINESS OWNER agrees to conduct all negotiations with respect to the sale, or other disposition of the BUSINESS solely and exclusively through the LISTING BROKER.

ALL MODIFICATIONS TO BE MADE IN WRITING

11. BUSINESS OWNER and LISTING BROKER agree that no change, amendment, modification or termination of this AGREEMENT shall be binding on any party unless the same shall be in writing and signed by the parties. Text and email confirmation is also acceptable for such changes. Paragraph 21, "Acknowledgment", also contains content regarding changes to LISTING AGREEMENT.

MAINTENANCE OF BUSINESS

12. BUSINESS OWNER is responsible for the condition, maintenance and/or utilities for the BUSINESS including snow removal and lawn maintenance. BUSINESS OWNER agrees to indemnify and hold harmless the LISTING BROKER and cooperating brokers from any claim arising out of personal injuries to any persons injured on the BUSINESS and/or loss or damage to personal BUSINESS except if caused by the gross negligence of the LISTING BROKER or cooperating broker. BUSINESS OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, such approval shall not be unreasonably withheld.

OWNER INITIAL

INDEMNITY

13. In the event any claim or action is commenced against the LISTING BROKER or a cooperating broker as a result of the LISTING BROKER or cooperating broker obeying the lawful instructions of the BUSINESS OWNER, then, and in such event, the BUSINESS OWNER hereby agrees to defend, indemnify and hold harmless the LISTING BROKER or cooperating broker in any such claim or action. BUSINESS OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

COPYRIGHT NOTICE

14. The BUSINESS OWNER authorizes the LISTING BROKER to enter information and any photograph, image, graphics or video recording, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the BUSINESS whether taken by the LISTING BROKER's agent, supplied by BUSINESS OWNER, or otherwise ("LISTING CONTENT"), into a listing content compilation owned by OneKey MLS. The BUSINESS OWNER understands and agrees that said compilation is exclusively owned by OneKey MLS who alone possess the right to publish said compilation in any media form it deems appropriate. LISTING CONTENT may be aggregated with that of other properties listed by participants in OneKey MLS, computer online networks and websites and become copyrightable data pursuant to agreements with LISTING BROKER and such other third parties. By the act of submitting any LISTING CONTENT to OneKey MLS, the LISTING BROKER has been authorized to grant and also thereby does grant authority to OneKey MLS to include the LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OneKey MLS may license, sell, lease, and commercially utilize its compilation. Among other uses OneKey MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. If any LISTING CONTENT are delivered by BUSINESS OWNER to the LISTING BROKER for use in the OneKey MLS compilation, by virtue of such delivery and the execution of this AGREEMENT, the BUSINESS OWNER hereby represents and warrants that the BUSINESS OWNER either: (1) holds all intellectual BUSINESS rights including the copyrights of the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.

15. BUSINESS OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. BUSINESS OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. BUSINESS OWNER acknowledges and agrees that as between BUSINESS OWNER and LISTING BROKER, all LISTING CONTENT developed by either the BUSINESS OWNER or the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and BUSINESS OWNER has no right, title or interest in it.

ACKNOWLEDGEMENT

16. BUSINESS OWNER has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "BUSINESS OWNER" refers to each and all parties who have an BUSINESS OWNERSHIP interest in the BUSINESS and the undersigned BUSINESS OWNER represents that he/she is/are the sole and exclusive BUSINESS OWNER and is fully authorized to enter into this LISTING AGREEMENT or has other authorization to do so. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. BUSINESS OWNER and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. The BROKER BUSINESS OWNER of East Coast Realtors is the only person authorized on behalf of East Coast Realtors to terminate or reduce the expiration date of this listing to have a binding legal force and effect. Such changes made by the listing agent are not valid.

17. EXPLANATION: An "exclusive right to sell" listing means that if you, the BUSINESS OWNER of the BUSINESS, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the BUSINESS OWNER of the BUSINESS, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

18. If the client, BUSINESS OWNER of this BUSINESS is a corporation, partnership, LLP limited liability partnership, LLC limited liability company, or any other business or other entity; then the individual(s) signing this agreement hereby agree to, jointly and severally as applicable personally guarantee the payment and collection of commission, fees, and costs payable under this agreement, on behalf of said entity to East Coast Realtors Inc.

OWNER INITIAL

COPY OF PHOTO ID REQUIRED FOR PERSON(S) SIGNING THIS AGREEMENT

PARTIES SIGNATURE

OWNER:

DATE:

OWNER: _____

DATE: _____

OWNER: _____

DATE: _____

OWNER: _____

DATE: _____

LISTING BROKER: East Coast Realtors Inc.

LISTING AGENT:

DATE:

LISTING AGENT: _____

DATE: _____

CO-LISTING AGENT: _____

DATE: _____

The "EFFECTIVE DATE" of this Agreement shall be latest date entered alongside the parties' signatures

MLS # _____